

Moore MKW General Terms and Conditions

The General Terms and Conditions are filed with the Chamber of Commerce.

A. General

The following are defined in these General Terms and Conditions:

1. Client: the natural person or legal entity who engaged the Contracted party to perform Activities.
2. Contracted party: the (accountants) practice Moore MKW Holding BV (Chamber of Commerce 90939417) and its associated and affiliated legal entities, being Moore MKW BV (Chamber of Commerce 91495172), Moore MKW Audit BV (Chamber of Commerce 08150987), Moore MKW Accountants BV (Chamber of Commerce 91540542), Moore MKW Belastingadviseurs BV (Chamber of Commerce 91542545), Moore MKW Personeels- en Salarisadvies BV (Chamber of Commerce 91543746), Moore MKW Pensioen & Inkomen BV (Chamber of Commerce 60661550) and Moore MKW Pensioenadvies BV (Chamber of Commerce 54262178), which, on entering into a Contract will apply these general terms and conditions.
All assignments are deemed to have been assigned exclusively to the (accountants) practice and not to any persons associated with the (accountants) practice. All Contracts are therefore concluded with the Contracted party. This also applies if it is the Contracted party's intention to have the assignment carried out by a person or certain persons associated with the (accountants) practice. Articles 7:404 and 7:407 subsection 2 of the Dutch Civil Code are explicitly precluded.
3. Activities: all activities for which instructions have been given or are carried out on another basis. The aforementioned applies in the broadest sense and, in any case, includes the activities stated in the engagement letter.
4. Documents: all goods placed at the disposal of the Contracted party by the Client, including records or data carriers and the included information, and all created goods, including records or data carriers, and the included information that fall within the sphere of executing the assignment.
5. Contract: all agreements between the Client and the Contracted party to execute Activities by the Contracted party for the Client in accordance with the provisions in the engagement letter.

B. Applicability

1. These general terms and conditions apply to: all offers, tenders, assignments, legal relationships and agreements, however named, whereby the Contracted party undertakes or will undertake to carry out Activities for the Client, and all the Contracted party's Activities as a result thereof.
2. Deviations from and additions to these general terms and conditions are only valid if they have been agreed explicitly and in writing, for instance in a (written) agreement or (a detailed) engagement letter.
3. In the event these general terms and conditions and the engagement letter contain conflicting conditions, the conditions stipulated in the engagement letter will apply with respect to the contradiction.
4. The applicability of the Client's general terms and conditions will be explicitly dismissed.
5. The underlying Agreement/Contract, together with these general terms and conditions, reflect the full agreements between the Client and the Contracted party for the Activities for which the Contract was concluded. All previous agreements or proposals between parties with respect to the subject matter hereof will cease.
6. The Client with whom a Contract was concluded under these general terms and conditions accepts the applicability of these general terms and conditions for all successive actions by the Contracted party, as stipulated in paragraph 1, and Contracts between the Client and the Contracted party.
7. If one or more of the stipulations in these general terms and conditions prove to be null and void or are nullified, the other stipulations in these general terms and conditions will remain applicable. In the event any of the stipulations in these general terms and conditions are not legally valid, parties will negotiate a new stipulation regarding the content of the original stipulation which approaches the original stipulation as much as possible.
8. Stipulations in the Contract or these general terms and conditions which must remain explicitly or due to their nature in force, even after expiry or termination of the Contract, will remain in force after expiry or termination, including articles B, F, G, I, J, L, M, P and R paragraph 2.

C. Commencement, amendment and duration of the Contract

1. Each Contract will only be formed and commence once the Contracted party has received the engagement letter signed by the Client. The confirmation is based on the information received by the Contracted party from the Client at that point in time. The confirmation is deemed to be a full and complete reflection of the Contract.
2. Parties are free to prove that the Contract has come into force by other means.
3. Each Contract is entered into for an indefinite period of time unless a fixed term follows from the nature, content or purpose of the assigned contract.
4. The Contracted party and the Client will both discuss amending a Contract in the event of unforeseen circumstances if, according to the standards of reasonableness and fairness, the Contract cannot be expected to be maintained in the unmodified form.

D. Client Information

1. The Client is obliged to make all information and Documents available which, according to the Contracted party's judgement, are required for the correct execution of the Contract by the Contracted party, in time, in the requested form and in the desired manner. This also includes the documents the Contracted party requires in order to establish the Client's identity. The Client must provide the Contracted party with details required for establishing its identity prior to the execution of the Contract.
2. The Contracted party has the right to suspend the execution of the Contract if the Client has not met the obligation stipulated in the previous paragraph.
3. The Client is obliged to inform the Contracted party immediately regarding facts and situations which could be important for the execution of the Contract.
4. The Client will vouch for the correctness and reliability of information and Documents it provided to the Contracted party or were provided on its behalf, even if they came from third parties. The Contracted party is not liable for damages of whatever nature resulting from the Client not providing accurate and/or incomplete information to the Contracted party.
5. The extra costs and extra charges resulting from a delay in executing the Contract arising from non-provision, late provision or improper provision of the required information will be borne by the Client.
6. If and inasmuch the Client so requests, the submitted Documents will be returned except for the Documents stipulated under O. The Client will bear the costs for the return of Documents.
7. The Client indemnifies the Contracted party against damages to the Contracted party and/or third parties caused by files or data infected by viruses, malware or other software that can disrupt computer systems, collect sensitive information or cause damage in any other way.
8. The Client is obliged to inform the Contracted party immediately in writing as soon as it is aware that its infected files were shared or submitted to the Contracted party and/or that the information and/or systems of the Contracted party connected with the Contract have been exposed.
9. The Contracted party excludes its liability to the maximum allowable in accordance with mandatory legal provisions for a situation in which the Client's information is damaged or lost. The Contracted party is not obliged and cannot be held responsible for restoring data.

E. Execution of the Contract

1. The Contracted party will determine the manner in which and by which person(s) the Contract will be executed. The Contracted party will take timely and sensible directions provided by the Client into account as much as possible with respect to the execution of the Contract.
2. The Contracted party has the right to adjust the manner of execution during the execution of the Contract in the event of a situation where the Contract cannot be expected to remain unaltered during the term of the Contract, for example due to changed government measures, for example during a pandemic. This is at the discretion of the Contracted party.
3. The Contracted party will execute the Activities to the best of its ability and will exercise the due care which may be expected of a professional practitioner. However, the Contracted party cannot guarantee achieving any of the intended results.
4. The Contracted party has the right to commission certain Activities to a person or third party without informing and without the explicit written consent of the Client, if so desired by the Contracted party. The costs of the appointed person or third party will be at the Client's expense.
5. The Contracted party will execute the Contract in accordance with the applicable rules of behaviour and professional conduct, the rules of which shall constitute part of the Contract, and what is stipulated by law. A copy of the applicable rules of behaviour and professional conduct will be sent to the Client upon request. The Contracted party and those working for or on behalf of the Contracted party will all respect the obligations resulting from the rules of behaviour and professional conduct placed on them by law.
6. In the event Activities are carried out for the profession or a company of the Client during the term of the Contract, which do not fall under the Activities relating to the Contract, this work will be deemed to have been executed on the grounds of separate Contracts. The current terms and conditions are also applicable in full to these Contracts in question.
7. Any deadlines set down in the Contract by which the Activities must be executed are given as an approximation and not as strict deadlines. Therefore, exceeding such a term will not lead to an attributable failure by the Contracted party and consequently not to grounds for terminating the Contract. Deadlines within which the Activities will be completed are only considered as strict deadlines if they have been explicitly laid down in so many words between the Client and the Contracted party.
8. The execution of the Contract is not geared to discovering fraud – unless otherwise specifically stated in writing. If the Activities indicate and show evidence of fraud, the Contracted party will report this to the Client. The Contracted party is bound to comply with the relevant legislation and regulations and with the relevant rules and guidelines issued by the various professional organisations.

F. Confidentiality and exclusivity

1. The Contracted party is bound to confidentiality towards third parties who are not involved in the execution of the Contract. This confidentiality

concerns all classified information provided by the Client, and the results obtained from the processing thereof. This confidentiality does not apply if and in so far statutory regulations or professional rules, including but not limited to the duty to report under the International Assistance (Levying of Taxes) Act and the Act for the prevention of money laundering and the financing of terrorism, and other national or international regulations with a similar purpose, impose a duty of disclosure on the Contracted party, or in so far the Contracted party has been released from its obligation by the Client. This stipulation does not apply to confidential consultations between colleagues within the Contracted party's organization unless it is considered to be required by the Contracted party for careful execution of the Contract or for careful compliance with statutory obligation or professional rules.

2. The Contracted party is entitled to use the results obtained in figures following processing for statistical or comparative purposes on condition they cannot be traced back to individual Clients.
3. The Contracted party is not entitled to use the information provided by the Client for another purpose than the purpose for which it was provided, with the exception of the stipulations in paragraph 2 and in the event the Contracted party is acting on its own behalf in disciplinary, civil, administrative or criminal proceedings whereby these records may be of importance. In the event the Contracted party is accused of having committed a crime or having participated in one, it is entitled to disclose Documents belonging to the Client to the Tax Inspector or the judge if disclosure is required in view of the Contracted party conducting its defence.
4. Without the Contracted party's prior and explicit written consent, the Client is not permitted to publish the Contracted party's advice, opinions or other statements, whether in writing or not, or otherwise make this available to third parties except to the extent this arises directly from the Contract, and occurs to obtain a professional opinion regarding the Contracted party's Activities for the Client whereupon a statutory or professional obligation is vested in the Contracted party for disclosure—such as resulting from the International Assistance (Levying of Taxes) Act and the Act for the prevention of money laundering and the financing of terrorism, or the Client is acting on its own behalf in disciplinary, civil or criminal proceedings.
5. Upon violation of the prohibition stipulated in the previous paragraph, the Client will owe an immediately due and payable penalty to the Contracted party of € 25,000 without prejudice to the (statutory) right of the Contracted party to claim for damages and without prejudice to the right of the Contracted party to comply with the Contract.

G. Intellectual property

1. The intellectual property rights for all that the Contracted party uses and/or provides in the framework of the execution of the Contract will be vested in the Contracted party or its licensors. Nothing in the Contract or these terms and conditions serves to the transfer of intellectual property rights unless otherwise explicitly stipulated in writing.
2. The Client is explicitly prohibited from disclosing to third parties, copying, publishing or exploiting any intellectual property vested in the Contracted party including but not limited to computer programs, system designs, working methods, advice, (model-) contracts and other intellectual work, all in the broadest sense, with or without engaging a third party.
3. Inasmuch required, the Contracted party can grant user rights to the Client for the intellectual property. The user rights will always cease as soon as the Contract ends, unless otherwise agreed in writing. After expiry of the user rights, the Client must cease and not resume the use of the intellectual property rights. The Client must return physical goods with intellectual property rights to the Contracted party and erase any installed software, programs and suchlike with user rights from its systems.
4. The Contracted party has the right to take technical measures to protect its (intellectual property) rights or those of its licensors. It is explicitly forbidden for the Client to remove or evade these measures.
5. It is forbidden for the Client to submit these products (or aids hereof) to third parties, other than to acquire professional opinion regarding the Contracted party's Activities. In such a case, the Client will impose its obligations on the assigned third parties on the grounds of this article.
6. Upon violation of the stipulations stated in paragraph 2, 3, 4 and/or 5 of this article, the Client will owe an immediately payable penalty to the Contracted party of € 25,000, without prejudice to the (statutory) right of the Contracted party to claim for damages, and without prejudice to the right of the Contracted party to comply with the Contract.

H. Force Majeure

1. In the event the Contracted party cannot meet its contractual obligations or cannot meet them in time or properly as a result of causes that cannot be attributed to the Contracted party including, but not limited to, sickness of employees, disruptions in the computer network and other stagnations in the normal cause of events also resulting from, for example, a pandemic, those obligations will be suspended until the Contracted party is in a position to meet them.
2. In the event the situation referred to in the first paragraph occurs, the Client has the right to terminate the Contract fully or partially in writing 14 days after commencement of the force majeure without any rights to compensation for damages.
3. Inasmuch the Contracted party has partially met or will be able to meet its contractual obligations upon commencement of a force majeure, the Contracted party will have the right to charge the Client separately for the

parts that were met. The Client is obliged to pay this fee as if it were a separate Contract.

I. Fees

1. The Contracted party has the right to suspend the execution of the Activities before or after commencement of the Activities or until the Client has paid, or has paid a downpayment, determined in all reason by the Contracted party, or has provided a payment guarantee. In principle, a downpayment made by the Client will be deducted from the final bill.
2. The Contracted party's fees are not dependent on the outcome of the Activities carried out, unless otherwise agreed in writing.
3. The Contracted party's fees may consist of a predetermined amount per Contract and/or can be calculated on the basis of fees per time unit which will be due as the Contracted party's Activities for the Client progress. Travel and subsistence costs will be charged separately.
4. If and inasmuch an amount has been agreed per Contract, the Contracted party is entitled to charge a fee per time unit for Activities exceeding the Contractual Activities, which will then also be payable by the Client.
5. If wages and/or prices are subjected to changes after the Contract has been concluded but before being finalised, the Contracted party is entitled to adjust the agreed fees accordingly, unless the Client and the Contracted party have agreed otherwise with respect hereto.
6. If required, the Contracted party's fee charged to the Client will be increased with the downpayments to and fees of engaged third parties, including any value added tax payable per month, per quarter, per year or upon completion of the Activities.
7. If the Contracted party does not send invoices independently, Moore MKW BV is authorised to invoice and collect payments in its own name as a result of a mandate agreement it closed with the Moore MKW legal entity to which the Contract was assigned. Collection will borne by this company. Discharge from one's obligations is possible by paying the outstanding amount to Moore MKW BV.
8. The hours registered in the Contracted party's time recording system will be conclusive evidence of the hours worked for the Client until counter evidence has been provided by the Client.

J. Payment

1. Payment of the invoice by the Client must be effected in Euros without delay, without any rights to discounts or setoff of debts, and within the agreed term, but in any case no later than 30 days after the invoice date, at the Contracted party's office or by depositing or transferring the amount to a bank account designated by the Contracted party.
2. If the Client does not pay within the term stipulated in paragraph 1 or has not paid within an agreed term, it is in default by law and the Contracted party has the right to charge the (commercial) interest rate as of the due date without a warning or a notice of default being required until full payment has been made, such without prejudice to the Contracted party's other rights.
3. All costs as a result of legal and other expenses will be borne by the Client, even if and inasmuch these costs exceed the legal litigation costs. Here it concerns the minimal costs for the principal amount in accordance with the Decision for reimbursement of extrajudicial compensation dated 1 July 2012 (Bulletin of Acts and Decrees 2012/141), with the minimum amount being € 40.
4. The Contracted party is entitled to apply the payments made by the client firstly to settle the costs referred to in paragraph 3, then to reduce the interest owed and finally towards the payment of the longest outstanding principal sums and the current interest.
5. The Contracted party is entitled to demand (additional) assurance if the Client's financial position or payment record give reason for this, in a form to be determined by the Contracted party. If the Client fails to provide the required assurance, the Contracted party is entitled to immediately suspend further execution of the Contract, and all that is owed by the Client will be, for any reason whatsoever, immediately due and payable without prejudice to the Contracted party's other rights.
6. In the event of liquidation, bankruptcy, suspension of payments or any other insolvency proceedings, including the application of the Public Prosecution Service (Settlement) Act with regard to the Client, the amounts payable by the Client will be immediately due and payable.
7. In the event of a jointly granted assignment, the Clients will be jointly and severally liable for the payment of the invoice, the interest(s) due and costs.

K. Complaints

1. The Contracted party must be informed with an accurate written statement pertaining to the nature and grounds of the complaint regarding the executed Activities and/or invoice amount within 30 days of the dispatch date of the documents or information for which the Client has submitted a complaint, or within 30 days after the fault was discovered if the Client can prove that the fault could, in all reason, not be discovered at an earlier point in time.
2. Complaints, as defined in the first paragraph, will not suspend the Client's payment obligation unless and inasmuch the Contracted party has stated that it considers the complaint to be well-founded.
3. The Contracted party must be given the opportunity to investigate the Client's complaint.
4. In the event of a justifiable complaint, the Contracted party can choose between adjusting the fees charged, correcting the disapproved Activities free of charge or stopping fully or partially with executing the assignment against a fee proportional to the fees already paid by the Client.

5. If the complaint is not lodged in time, all rights the Client has pertaining to the complaint will cease.

L. Liability and indemnification

1. The Contracted party is only liable towards the Client for damage which is a direct consequence of a (series of related) fault(s) in the execution of the Contract. This liability of the Contracted party towards the Client is limited to the fee for which the Contracted party committed itself to execute the Contract. Regarding a Contract with a duration of more than one year, the Contracted party's liability is limited to no more than the charges for the Activities conducted in the last twelve months. Pursuant to this article, the reimbursement for the damage will not, under any circumstances, exceed € 300,000 per event, whereby a series of related events are considered to be one event.
2. With the exception of an intentional act or gross negligence by the Contracted party, the Contracted party is not liable in any case for:
 - damages stemming from the Client, resulting from providing incorrect, incomplete or untimely delivered Documents, data or information by the Client to the Contracted party or resulting in any other way from actions or omissions by the Client, including the situation in which the Contracted party is unable to file financial statements with the Chamber of Commerce within the statutory time limit as a result of actions or omissions by the Client;
 - damages stemming from the Client or third parties resulting from actions or omissions by auxiliary persons engaged by the client (employees of the Client not included), also if they work for an organisation associated with the Contracted party;
 - trading losses, indirect or consequential damages experienced by the Client or third parties, including but not limited to stagnation in the Client's normal course of events.
3. Furthermore, a condition for liability is that the Client has to inform the Contracted party immediately in writing after the discovery of a fault and the Contracted party has the right to remedy or limit the Client's damage at any time if and inasmuch possible by rectifying the fault or improving the faulty product.
4. The Contracted party is not liable for damage or loss of Documents during transport or during postal dispatch irrespective of whether the transport or dispatch took place by or on behalf of the Client, the Contracted party or third parties. The Client and the Contracted party can communicate, at the request of the Client, with each other through electronic means throughout the execution of the Contract. The Contracted party and the Client are not liable towards each other for damage that may result from the use of electronic means by either one of them, including but not limited to damages as a result of non-delivery or delays in the electronic communication by third parties or by programs/apparatus used for sending, receiving or processing electronic communication, the transfer of viruses and non- or malfunctioning of the telecommunication network or other means needed for the electronic communication, except to the extent that the damage is a result of intent or gross negligence. Both the Client and the Contracted party will do or omit to do all that is reasonably required by each of them to prevent the occurrence of the aforementioned risks. The data copies from the sender's computer system will serve as conclusive proof (of the content) of sent electronic communication by the sender until counter evidence is provided by the recipient.
5. The Client indemnifies the Contracted party against all possible claims by third parties, including shareholders, directors, commissioners and the Client's personnel, as well as affiliated legal bodies and companies and others who are involved in the Client's company, those directly or indirectly connected to the execution of the Contract. The Client specifically indemnifies the Contracted party against claims by third parties for damages caused because the Client provided the Contracted party with incorrect or incomplete information, unless the Client can prove that the damage was not connected with imputable acts or omissions on its behalf, or was due to intent or gross negligence by the Contracted party. The aforementioned does not apply to assignments to investigate the annual financial statements as referred to in article 393, Book 2 of the Dutch Civil Code.
6. The Client indemnifies the Contracted party against all possible claims by third parties in the event the Contracted party is compelled to return the Contract by law and/or due to their rules of professional conduct and/or is compelled to cooperate with government bodies that are entitled to receive information, on request or otherwise, which the Contracted party received from the Client or third parties in fulfilment of the assignment.
7. All limitations included in this article regarding the Contracted party's liability will apply without prejudice to the person(s) factually performing the Activities for the Contracted party. The people actually performing the Activities can also invoke these stipulations intended for the Contracted party.

M. Expiry period

1. Inasmuch not stipulated otherwise in these general terms and conditions, any rights to claim by and other entitlements of the Client towards the Contracted party in connection with the Activities carried out by the Contracted party will expire, in any case after one year in which the Client became aware or in all reason could have been aware of the existence of these rights and entitlements. This term does not apply to the possibility of lodging a (disciplinary) complaint with the relevant bodies for the handling of complaints and/or the Dispute Adjudication Board.

N. Termination

1. The Client and the Contracted party can end the Contract at all times and with immediate effect by means of termination. In the event the Contract is terminated before completion, the stipulations under 1, second and third paragraph, will apply and in any case the fees for the Activities performed and the costs incurred by the Contracted party must be paid.
2. The other party must be informed of the termination in writing.
3. If and inasmuch the Contracted party ends the Contract through termination, it is bound to state its motivation and the grounds on which the Contract is being terminated and to do all that is required by the circumstances that is in the Client's interest inasmuch the Contracted party is able to meet them.

O. Right of suspension

1. The Contracted party has the right to suspend all its obligations, including handing Documents and other items over to the Client or third parties, until all due payments have been fully paid to the Contracted party. The Contracted party may only refuse to hand over Documents after the interests have been carefully weighed-up.

P. Applicable Law and choice of forum

1. Dutch law will apply to all Contracts between the Client and the Contracted party to which these general terms and conditions apply.
2. Any disputes that may arise in connection with Contracts between the Client and the Contracted party to which these general terms and conditions apply will be settled exclusively in the Netherlands by the competent court in the district of the Contracted party's offices.
3. Notwithstanding the provisions in paragraph 2, the Client and the Contracted party can opt for a different manner to settle disputes.
4. The provisions in paragraphs 1, 2 and 3 of this article do not prejudice the fact that the Client can submit the dispute to the Dispute Adjudication Board and/or file a complaint with the designated complaint handling body(ies).

Q. Electronic communication and filing the annual financial statement electronically

1. The Client and the Contracted party can communicate electronically with each other and/or use electronic storage (such as cloud-applications) during the execution of the Contract. Unless agreed otherwise in writing, parties may assume that the dispatch of correctly addressed messages, e-mails (including e-mails sent via the internet) and voice mail messages, irrespective of whether they contain confidential information relating to the Contract, will be accepted by both parties. The same applies to other or accepted communication means used by the other party.
2. The Client and the Contracted party are not reciprocally liable for any damage occurring at either or both parties that may result from the use of electronic means of communication, networks, applications, electronic storage or other systems including -but not limited to- damages as a result of non-delivery or delays in the delivery of electronic communication, omissions, distortions, interceptions or manipulation of electronic communications by third parties, or by programs/apparatus used for the dispatch, receipt or processing of electronic communication, the transfer of viruses and non- or malfunctioning of the telecommunication network or other means needed for electronic communication, with the exception of and inasmuch the damage is a result of intent or gross negligence. The aforementioned also applies to their use by the Contracted party in its contact with third parties.
3. In addition to what is stipulated in the previous paragraph, the Contracted party does not accept liability for any damage resulting from or in connection with sending (electronic) annual financial statements and filing them digitally with the Chamber of Commerce.
4. Both the Client and the Contracted party will do or not do all that is reasonably required from them to prevent the aforementioned risks from arising.
5. The data copies from the sender's computer systems will serve as conclusive evidence of the (contents of the) dispatch of electronic communication by the sender until counter evidence is submitted by the recipient.
6. The stipulations in article L apply accordingly.

R. Ancillary stipulations

1. If the Contracted party performs Activities at the Client's location, the Client will arrange a suitable workplace which meets the legal occupational health and safety standards and other applicable regulations pertaining to working conditions. The Client must ensure the Contracted party is equipped with sufficient office space and other facilities which, according to the Contracted party, are necessary or useful to execute the Contract and which meet all applicable (legal) requirements. Regarding the provision of (computer) facilities, the Client is obliged to ensure continuity by, among other things, means of adequate back-up, security and virus checking procedures.
2. The Client will not engage or approach persons related to or employed by the Contracted party in an attempt to employ them temporarily, directly or indirectly, or have them carry out activities temporarily, directly or indirectly on the Client's behalf, whether or not on a salaried basis, throughout the duration or any extension of the Contract and during a 12 month period afterwards.