



# General Terms and Conditions of Aame Adviseurs B.V.

Aame Adviseurs B.V. is a private limited liability company (registered name: Aame Adviseurs B.V.) with a number of subsidiaries. Aame consists of a group, i.e. the private limited liability company Aame Adviseurs B.V. – the private limited liability company Aame Accountants en Belastingadviseurs B.V., the private limited liability company Aame Legal B.V., the private limited liability company Aame Salarisadviseurs B.V., the private limited liability company Aame Solutions Providers B.V., the private limited liability company ACS No. 1 B.V. the private limited liability company ACS No. 10 B.V., the private limited liability company Aame Flex Solutions B.V., the private limited liability company Aame Premium Solutions B.V., the private limited liability company Aame Management Precision B.V.

## ARTICLE 1 – DEFINITIONS

In these General Terms and Conditions, the following phrases shall mean:

1. Aame, we and us: the party accepting the order, i.e. the private limited liability company Aame Adviseurs B.V. or the private limited liability company Aame Accountants en Belastingadviseurs B.V., the private limited liability company Aame Salarisadviseurs B.V., the private limited liability company Aame Legal B.V. and the private limited liability company Aame Solution Providers B.V.
2. You, the Client: the party for whom the Order is carried out.
3. All orders, whether issued directly to Aame or to individual employees, shall be accepted and carried out exclusively by or on behalf of Aame, irrespective of whether the Client has issued the order explicitly or implicitly with a view to its execution by a certain Employee or certain Employees. Sections 7:404, 7:407(2) and section 7:409 of the Dutch Civil Code do not apply.
4. Order/Agreement: The Engagement Agreement, under which the Supplier binds itself vis-à-vis the Client to perform certain duties
5. Client: the natural person(s) or legal entity(-ies) and/or joint ventures thereof which intend to place orders with the Supplier for the performance of Duties or which has and/or have placed orders for the performance of Duties.
6. Employee/Professional Practitioner: the person who is on the payroll of or otherwise employed by Aame and who performs the duties ordered for Aame.
7. Professional association: the association of which the professional practitioner is a member, whether or not legally liable to be so, on account of his/her discipline.
8. Professional Regulations: the professional code and rules of conduct by which the accountant is bound because of his/her entry in the Register of Accountants of the NBA [Dutch Accountants' Association] and by which the tax consultants are bound because of their entry in the RB, the Register of Tax Consultants.
9. Records: all items made available by the Client to Aame, including documents or data carriers, as well as all items produced within the scope of the execution of the order by Aame, including documents or data carriers, whether or not placed with third parties, as well as all other information which may be relevant to the execution or completion of the Order, whether or not contained in (non-)material carriers.
10. Duties: all Duties to be carried out by the Supplier for the Client, for which an Order has been placed and which is accepted by the Supplier as well as all Duties arising therefrom for the Supplier
11. WWFT; Dutch Act on the Prevention of Money Laundering and Terrorist Financing. Under the WWFT, Aame has two main obligations: customer investigation and duty to report.
12. Customer Investigation; the Customer Investigation must enable Aame, inter alia, to verify the identities of the customer, the Client and the customer's ultimate beneficial owner (the so-called UBO) and, if necessary, to determine the origin of the capital. The depth of the Customer Investigation must be in line with the risks ensuing from certain clients, services and transactions.

13. UBO: The Ultimate Beneficial Owner of a legal entity.

**Legal entity:**

In case of a legal entity, this will be a natural person who:

1. holds an interest of more than 25% in the capital of a customer, or;
2. who is entitled to exercise more than 25% of the shares or voting rights at a general meeting of a customer, or;
3. the party who is able to exercise actual control over a customer, or;
4. the party who is the beneficiary of 25% or more of the capital of a foundation or trust, or;
5. the party who has special control over 25% or more of the capital of a customer, or;

**Partnership:**

For a partnership, this means in practice to identify the natural person:

1. who in case of dissolution is entitled to a share in the community of more than 25%, or;
2. who is entitled to a share in the profits of more than 25%.

**Trust:**

In case of a trust, the founder(s) and trustee(s) must be identified.

Moreover, AAmE must investigate the Client's control and ownership structure.

14. Duty to Report; Different transaction patterns may be a reason for AAmE to consider a transaction unusual. AAmE is obliged to notify the Financial Information Unit (FIU Netherlands) immediately of any unusual (intended) transactions. These transactions may also be regarded as an incident pursuant to the Dutch Act on Financial Supervision (Wft) and must therefore also be reported immediately to the Financial Markets Authority (AFM).

**ARTICLE 2 – APPLICABILITY OF AND CHANGES IN THE GENERAL TERMS AND CONDITIONS**

1. These General Terms and Conditions apply to all offers, quotations, orders, legal relationships and agreements, of whatever name or title, between AAmE and the Client, including those relationships which have arisen from earlier agreements. Any changes in these Terms and Conditions must be confirmed expressly and in writing by both parties. The Client shall only be entitled to rely on a change in or expiry of one or several general terms and conditions if AAmE has expressly agreed to this in writing.
2. In the event of any inconsistencies between these General Terms and Conditions and the order confirmation, the terms and conditions of the order confirmation shall prevail.
3. The applicability of the Client's general terms and conditions is expressly rejected by AAmE. In the event that the Client sets a condition that is similar to the condition in the previous sentence, AAmE's General Terms and Conditions shall prevail.

4. The underlying Order/Agreement – together with these General Terms and Conditions – represents the complete agreements between the Client and AAmE with regard to the duties for which the agreement has been signed.
5. If any part of these General Terms and Conditions or the underlying Order/Agreement would be null and void and/or invalid and/or unenforceable, whether wholly or partially, as a result of any legal regulations, court order or otherwise, it shall not affect the validity of the rest of the General Terms and Conditions or the underlying Order/Agreement.
6. If any part of these General Terms and Conditions or the underlying Order/Agreement would be invalid for a reason such as referred to in the previous paragraph, but it would be valid if it had a more limited scope or tenor, then this part shall be valid automatically – for the time being – for the most far-reaching or most extensive more limited scope or tenor with which or in which it is valid.
7. Without prejudice to the condition of paragraph 5, the parties may negotiate with each other, if desired, in order to agree on new conditions to replace the invalid and/or nullified conditions. These new conditions shall be as similar as possible to the purpose and intent of the invalid and/or nullified condition.

**ARTICLE 3 – SUPPLIER; CANCELLATION**

1. Vis-à-vis the Client, only AAmE shall be regarded as the contractual party to any agreement(s) entered into with the Client.
2. In the event of a contractual relationship between the Client and AAmE, which relationship does not end with the completion of a certain order, but which has been entered into for an unlimited period of time, either of the parties shall be entitled to cancel this contractual relationship, subject to one month's notice, unless otherwise agreed by contract.
3. Cancellation shall take place in writing
4. In the event of (premature) cancellation by the Client, AAmE shall be entitled to the fee in accordance with the hours charged by AAmE for duties performed for the Client's benefit, to reimbursement for expenses incurred, to reimbursement for the costs/-expense accounts of third parties called in by AAmE, to compensation for all other costs and/or damage and to compensation for the loss of capacity usage arising on AAmE's part and substantiated by it, as well as compensation for any additional costs arising from the possible cancellation of third parties called in, all such in the widest sense of the word.
5. In the event of (premature) cancellation by AAmE, the Client shall be entitled to AAmE's assistance in the transfer of duties to third parties, unless there has been any wilful intent or negligence on the Client's part, due to which AAmE has felt forced to cancel the contract. A precondition for the right to assistance as referred to in this paragraph is that the Client has paid all underlying payable

advances and/or accounts.

#### ARTICLE 4 – ORDER; INFORMATION SUPPLY BY THE CLIENT

1. The Client is obliged to supply all information, which AAmc states that it needs to execute the order placed with it correctly and/or of which the Client knows or reasonably ought to know that AAmc needs this information to execute the order placed with it correctly, in the shape, in the numbers of copies and in the manner required by AAmc and, moreover, on time to the extent that AAmc is able to execute the order without delay. The Client is also obliged to provide AAmc with all the information and records, which AAmc needs to be able to comply with general regulations concerning the practise of its business operations, such as the regulations under the WWFT.
2. Insofar as it does not become evident otherwise from the content or nature of the order, the Client guarantees vis-à-vis AAmc the accuracy, completeness and reliability of the information made available to AAmc, even if this information comes from any third party(-ies). Unless the contents of the order show otherwise, AAmc shall not be obliged to specifically examine the accuracy and completeness of the information supplied by the Client.
3. The assessment of information, identification and verification of the Client shall take place in accordance with the WWFT. If an unusual transaction is suspected within the meaning of the WWFT, AAmc will be obliged to report this to the competent authorities.
4. AAmc shall be entitled to postpone the execution of an order until such time as the Client has met the obligations mentioned in paragraphs 1 and 2. Any agreed time-limits shall also be postponed as a result of this postponement.
5. Should any facts or circumstances arise, of which the Client knows or reasonably ought to know that they are or may be relevant to AAmc's execution of the order, then the Client shall notify AAmc of these facts and circumstances forthwith and in full.
6. If the Client, other than due to AAmc's fault, should fail to fulfil the obligations referred to in paragraphs 1 up to and including 5 and this would result for AAmc in extra costs and work or any other damage, the Client shall be obliged to compensate AAmc for the extra costs, work and other damage.
7. If and insofar as possible and would be requested by the Client, the records made available shall be returned to the Client.
8. Any extra costs and fees arising from the delays in the execution of the order, caused by the Client's failure to make the necessary and/or required information and records available or failure to do so on time or properly, shall be at the Client's expense.
2. Unless expressly otherwise agreed in writing, AAmc shall not be obliged to allow the order to be executed by the person(s) employed with or on behalf of AAmc, with a view to whom the Client has placed the order. The order shall not lapse in the event of this person's/these persons' temporary or permanent absence. On the other hand, AAmc, insofar as reasonably possible, will take account of the Client's wishes with regard to the person(s) to be involved in the execution of the order.
3. The execution of the order may be transferred to a third party, whether in whole or in part, but only after the Client and AAmc have agreed on this. These General Terms and Conditions are also stipulated for all persons, including third parties, engaged in the execution of the Duties by the Supplier.
4. In case of an order with clearly specified duties, AAmc shall not perform or charge the Client for any extra duties, unless this is agreed with the Client in advance.
5. The execution of the order shall not be specifically aimed – unless expressly stated otherwise in writing – at the discovery of fraud. If the duties reveal any indications of fraud, AAmc shall report these to the Client. Within this context, AAmc is bound by the guidelines issued by the professional organizations.

#### ARTICLE 6 – (PROFESSIONAL) REGULATIONS

1. The Client shall at all times give all its assistance to comply with obligations arising for AAmc from applicable (professional) regulations.
2. The Client is aware that AAmc may be obliged – amongst other things, but not exclusively:
  1. pursuant to prevailing legislation and regulations, to report certain transactions specified in these laws and regulations and having come to its notice in the performance of duties, to any government authorities nominated for this purpose;
  2. pursuant to prevailing legislation and regulations, to report fraud in certain situations;
  3. pursuant to prevailing legislation and regulations, to investigate the (identity of the) Client and/or customer.
  4. AAmc shall not be liable for damage arising at the Client's as a result of the Supplier's compliance with laws and regulations it is obliged to comply with.

#### ARTICLE 5 – EXECUTION OF THE ORDER

1. Orders shall be executed according to the standards of a reasonably competent and meticulously acting professional

## ARTICLE 7 – TIME-LIMITS

1. If the Client must make a prepayment or must make information and/or records available which are required for the execution of the order, then the period within which the duties must be performed shall not commence until the payment has been received in full and/or the information and/or records have been supplied in full.
2. Unless expressly agreed otherwise, the time-limits for the execution of duties shall merely be target dates. Unless the (further) execution of the order has become unquestionably impossible, AAME shall only be in default due to failure to meet the time-limit if, after having failed to meet the time-limit, AAME is granted a reasonable period of time to perform and complete its duties, but after the expiration of this further time-limit the execution of duties is still not completed due to circumstances imputable to AAME.

## ARTICLE 8 – CONFIDENTIALITY

1. Unless it is under a legal or professional duty to disclose information, for example under the WWFT, AAME shall be obliged to observe secrecy vis-à-vis third parties.
2. AAME shall not be entitled to use the information made available to it by the Client for any purpose other than that for which it was obtained. An exception to this will be made, however, in the event that AAME would represent itself in a disciplinary, civil, administrative or criminal procedure, in which these documents could be of importance or AAME would otherwise have an interest that is reasonable and to be respected in the application, use or publication of the aforementioned records.
3. AAME shall be entitled to use the results in figures obtained after processing for statistical or similar purposes, provided that these results cannot be reduced to individual Clients.
4. AAME shall impose the obligations mentioned in paragraphs 1, 2 and 3 of this article on those whom it involves in the execution of an order.
5. You agree to it that, within the scope of: (i) an Order placed by you with AAME, (ii) AAME's compliance with legal obligations, (iii) risk management and quality review requirements, and (iv) internal business objects, AAME will process confidential information and personal details concerning you and/or persons (formerly) employed by or for you or associated with you, your customers or third parties, and will share these details with:
  1. other companies within the AAME Group;
  2. if necessary, parties engaged in the execution of the Order; and;
  3. our insurers or legal or financial consultants.
6. AAME will take appropriate measures to protect the confidential information and personal details and will inform any third parties and employees engaged by AAME of the confidential nature of

the information.

7. AAME will process personal details in compliance with any applicable (inter-)national legislation and (professional) regulations related to the protection of personal information. AAME will be extra cautious with the handling of personal information as of the General Data Protection Regulation and will:
  1. not process any personal information unrelated to the assignment of the processor;
  2. not process any personal information (including viewing and forwarding) other than the personal information required to perform the necessary work;
  3. not bring any personal information outside of the work location without consultation and permission of the Client;
  4. keep any personal information safe and secure it appropriately.
8. Unless there are (inter-)national laws or (professional) regulations under which you are obliged to disclose or unless AAME has granted permission in writing for this in advance, you will refrain from publishing or disclosing to third parties any information related to the Order, the contents of reports, recommendations or any other statements made by AAME, whether or not in writing.
9. The parties will impose the obligations they are under pursuant to this article on any third parties engaged by them.

## ARTICLE 9 – GDPR / PROCESSING AGREEMENT

1. AAME wishes to handle the Personal Data that AAME processes for the execution of the assignment or activities, with care and in accordance with the GDPR and other applicable laws and regulations regarding the Processing of Personal Data.
2. The GDPR prescribes, amongst others, that the execution of the processing of personal data between the controller and a processor is regulated in a Processor agreement. When carrying out the duties, the GDPR will be taking into account and, if and insofar as applicable, a Processor agreement will be concluded.
3. The Processor agreement is intended for assignments where there is the processing of personal data and where AAME can be legally qualified as a controller or processor as defined under the GDPR.

## ARTICLE 10 – INTELLECTUAL PROPERTY

1. AAME reserves all rights relating to products of the intellect, which it uses or has used within the scope of the execution of the Client's order, insofar as these rights result from the law. The execution of the order by AAME does not entail the transfer of intellectual property rights which rest with AAME or any third party (-ies). AAME shall also be entitled to all intellectual property rights that arise during or from the execution of the order.
2. The Client shall expressly not be permitted, whether or not through the calling in of third parties, to duplicate, publish or



operate the products in which intellectual property rights are embodied or products which are subject to intellectual property rights with regard to the use of which AAmé has acquired the rights of use, which shall include AAmé's computer programs, system designs, working methods, recommendations, (sample) contracts and any other intellectual products, all such things in the widest sense of the word.

3. The Client shall not be permitted to provide third parties with (aids of) the products referred to in the previous paragraphs, other than for the purpose of obtaining a professional opinion on AAmé's work. In that case, the Client will impose its obligations under this article on the third parties it has called in.

#### ARTICLE 11 – FEES

1. Unless expressly otherwise agreed, the duties performed will be invoiced at the rate prevailing at AAmé for these duties at the time when these duties are being performed, on the basis of hours spent and expenses incurred. Furthermore, any expenses incurred by AAmé and the costs/expense accounts of the third parties called in by AAmé will be charged to the Client. Whether or not the fee is payable shall not depend on whether or not the intended results of the order have been fully realized.
2. AAmé shall at all times have the right to charge one or several advances to the Client, even if this is not mentioned in a quotation or order confirmation.
3. If, after the formation of the agreement, but before the order is completed, wages and/or prices undergo a change, AAmé shall be entitled to adjust the agreed rate accordingly, unless the Client and AAmé have reached other agreements about this.
4. That which is payable to AAmé – fees, costs, expense accounts of third parties called in, etc. – shall be invoiced to the Client weekly, monthly, quarterly, annually or on completion of the duties, at AAmé's discretion, unless the Client and AAmé have reached a different agreement about this. If VAT must be charged, the VAT will be specified separately on the invoice(s).

#### ARTICLE 12 – PAYMENT

1. Any amounts which the Client owes AAmé shall be paid without deduction, discount or set-off, through crediting of the amounts owed to a bank account designated by AAmé and, unless otherwise agreed, in euros. The Client is furthermore not entitled to postpone its (payment) obligations vis-à-vis AAmé. Insofar as no other due date has been agreed, the crediting must have taken place within fourteen days from date of invoice.
2. In the event of late payment, the Client shall be legally in default and the Supplier shall be entitled to charge statutory (commercial) interest on the amount outstanding, without further notice or notice of default, whilst a part of the month shall be counted as a

whole month. Moreover, all costs, both legal and non-legal, which AAmé is obliged to incur in order to collect the amounts which the Client has wrongfully left unpaid, shall be at the Client's expense. Non-legal costs are herewith fixed in accordance with the graduated calculation of the BIK. AAmé will moreover be entitled to postpone all duties for the Client, including the supply of information and issue of records to the Client as long as full payment has not been received. As a result of this postponement, all agreed time-limits shall also be postponed.

3. If the Client's financial position or payment conduct should give rise to this, in AAmé's opinion, AAmé shall be entitled to demand of the Client that it provides (additional) security immediately, in a shape determined by AAmé. Should the Client fail to provide the required security, AAmé shall be entitled, without prejudice to its other rights, to immediately postpone the further performance of the agreement, whilst all that which the Client owes AAmé for whatever reason shall be immediately claimable. As a result of this postponement, all agreed time-limits shall also be postponed.
4. In the event of an order placed jointly, the Clients shall be severally bound to pay the amounts payable to AAmé on account of the agreement/order.

#### ARTICLE 13 – COMPLAINTS

1. The Client shall no longer be entitled to rely on a defect or shortcoming in the execution of an order which is imputable to AAmé, nor any of the Client's rights arising therefrom, if it fails, within sixty days after it discovered or reasonably ought to have been able to discover the defect, to notify AAmé in writing, and in any event no longer after one year has passed after the act or omission from which the defect has arisen and/or after the shortcoming took place.
1. If the Client complains on time, as referred to in the first paragraph, the Client's payment obligation shall not be postponed.
1. In the event of a complaint that is lodged on time and rightly, AAmé shall have the option, at its sole discretion:
  1. if rectification or re-performance of the duties that have proved to be defective is still possible and/or useful – at AAmé's option – to rectify or re-perform the duties free of charge or to refund the Client for that which it has already paid for the duties which, as a result of the defect or shortcoming, have turned out to be of no use to the Client;
  2. if the rectification or correction of the duties that have proved to be defective turns out to be no longer possible or useful, to refund the Client for that which it has already paid for the duties which, as a result of the defect or shortcoming, have turned out to be of no use to the Client;
  - 3.

if, due to duties that have turned out to be defective, the order is not performed further, to refund the Client for that which it has already

paid for the duties that have not yet been performed.

#### ARTICLE 14 – LIABILITY FOR DAMAGE

1. Any liability on AAmc's part is limited to the amount which will be paid out in the relevant case under the professional liability insurance that it has taken out, increased by the amount of the policy excess that applies to the aforementioned insurance. If and insofar as, for any reason whatsoever, no payment is made by the aforementioned insurance, any liability on AAmc's part shall be limited to an amount equal to the fee invoiced for the execution of the Order up to a maximum of € 100,000 per order, within which context follow-up orders shall be regarded as a single order. The aforementioned limitations shall also apply in the event that AAmc is held liable for the improper functioning of the equipment, software, databases, registers and/or other items used by it in the execution of the order. A copy of its professional liability insurance policy is available for inspection at the office in Delft.
2. If the Order is carried out for several (legal) entities/natural persons, the limitation of liability referred to in paragraph 1 shall apply, in respect of the Order, to all the (legal) entities/natural persons jointly. In case of liability, this group of (legal) entities/natural persons shall be responsible for the division amongst themselves of the maximum damages to be paid.
3. AAmc shall not be obliged to pay compensation for any damage:
  1. caused by third parties involved in the execution of an order by AAmc, unless it concerns a third party who was engaged in the execution of the order on AAmc's initiative and the Client is able to prove that AAmc failed to act cautiously in the selection of this third party;
  2. arising from any incorrect or incomplete information coming from the Client or a third party, unless its inaccuracy or incompleteness ought to have been clear to AAmc and AAmc failed to notify the Client of this inaccuracy or incompleteness;
  3. arising from the loss or damage of information during the transport of information by mail or otherwise between AAmc and the Client or between either of them and third parties;
  4. arising from third parties gaining unauthorised access to information concerning the Client, for example by intercepting email messages, interception of any other forms of electronic transfer of information or breaking into computer systems;
  5. which is not reported in writing within sixty days after the Client discovered or reasonably ought to have been able to discover the arising of damage and/or the possible arising of (further) damage and in any event not for damage that is not reported in writing within one year after the act or omission which has caused the damage took place;
  6. insofar as it concerns consequential loss, trading loss or indirect damage due to the Client's non-performance or late or defective performance;
  7. arising at the Client's as a result of the Supplier's compliance with the legislation and (professional) regulations applicable to AAmc.
4. AAmc shall also be entitled to rely on the provisions of paragraphs 1, 2 and 3 if the Client should exercise and/or collect a claim for damages which has passed to it from a third party or which belongs to that third party and which is related to damage that has arisen from an event for which AAmc is liable by law.
5. The provisions of paragraphs 1, 2, 3 and 4 may also be relied upon vis-à-vis the Client by the professional practitioners, the legal entities held by these professional practitioners in connection with their work for AAmc and any other persons involved in the execution of orders placed with AAmc by the Client.
6. The limitations of liability set down in paragraphs 1 and 3 of this article shall not apply to AAmc itself or the professional practitioners if there is any question of wilful intent or deliberate recklessness in relation to the cause of the damage.
7. Every legal action, every right of action and every claim of the Client against AAmc or the professional practitioners shall in any case lapse on the expiration of two years after the act or omission which caused the defect and/or damage and/or on the expiration of two years after AAmc's shortcoming took place and in any case after the expiration of five years from occurrence of the event giving rise to damage.
8. The Client is obliged to take as many measures as possible to limit the claim.
9. A series of related culpable shortcomings shall be regarded as a single culpable shortcoming.
10. The Client shall exercise any rights of action and recourse exclusively against AAmc and not against our (directors of) shareholders, directors or employees.
11. AAmc reserves the right to use any other subsidiaries and/or sister companies of the AAmc Group in (a part of) the execution of the Order. We will be exclusively responsible for the execution of the Order and the Client shall refrain from holding AAmc's other subsidiaries and/or sister companies, partners or employees of other subsidiaries and/or sister companies concerned accountable (whether contractually or non-contractually or otherwise) in connection with the execution of the Order. The foregoing does not apply to damage suffered as a result of the wilful intent or deliberate negligence on the part of other subsidiaries and/or sister companies. The other subsidiaries and/or sister companies, their partners and employees will be entitled to rely on the foregoing as if they were parties to the Order. AAmc will be entitled to compensation for damage and costs in case of non-compliance with this condition.

#### ARTICLE 15 – INDEMNITY

1. The Client indemnifies AAmc against a claim for damages from

a third party related to an event for which AAmé is liable to the Client, at least insofar as AAmé has to pay that third party more compensation than it would have had to pay the Client in the case that he himself would have sued AAmé for compensation in connection with the damage. The indemnification also covers the costs of defending those claims.

2. In the event that a third party sues a professional, the legal entity held by this professional in connection with its activities for AAmé, and/or another assistant involved in the execution of an order given to AAmé by the Client, for compensation for damage in connection with an event for which AAmé is liable to the Client, the Client indemnifies each of them in full against this claim for damages, including the costs associated with defending this claim for damages.
3. The Client indemnifies AAmé against claims from third parties due to damage caused by the fact that the Client has not provided AAmé with any, incorrect or incomplete information and/or documents.
4. The Client indemnifies AAmé against claims from third parties (including employees of AAmé and third parties engaged by AAmé) who suffer damage in connection with the execution of the order/agreement, which is the result of the Client's acts or omissions or of unsafe situations in its company or organization.

#### ARTICLE 16 – ELECTRONIC COMMUNICATION

1. While the Order is carried out, the Client and AAmé may communicate with each other by means of electronic devices.
2. AAmé shall not be liable vis-à-vis the Client for damage arising from the use of electronic means of communication, including – without limitation – damage resulting from non-delivery or late delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/hardware used for the dispatch, receipt or processing of electronic communication, transmission of viruses and malfunctioning or poor functioning of the telecommunications network or other devices required for electronic communication, except if the damage is the result of wilful intent or gross negligence.
3. Both the Client and the Supplier shall do all that which they may reasonably be expected to do or omit to prevent the occurrence of the aforementioned risks.
4. Data extracts from the sender's computer systems will constitute compelling evidence of (the contents of) the electronic communication dispatched by the sender until such time as the recipient is able to provide proof to the contrary.

#### ARTICLE 17 – RIGHT TO SUSPEND

1. AAmé will be entitled, after due consideration of the interests involved, to suspend the fulfilment of all its obligations, including

the issue of Records or other items to the Client or third parties until such time as all payable claims against the Client have been paid in full. If the Client continues to be in default after a demand, AAmé will be entitled to cancel the order.

2. The first paragraph does not apply to the Client's Records which have not (yet) been processed by AAmé.

#### ARTICLE 18 – FORCE MAJEURE (NON-ACCOUNTABLE FAILURE)

1. If the parties fail to fulfil their obligations under the agreement or fail to do so on time or properly as result of force majeure, these obligations will be postponed until such time as the parties will as yet be able to fulfil these in the agreed manner. Due to this postponement, any agreed time-limits will also be postponed.
2. In these General Terms and Conditions, force majeure will mean – apart from that which it covers pursuant to the law and jurisprudence – all external causes, whether foreseen or unforeseen, which are beyond AAmé's control and which cannot be imputed to AAmé, but which render AAmé unable to fulfil its obligations. AAmé shall also be entitled to rely on force majeure if the circumstance which prevents the (further) fulfilment of the agreement occurs after AAmé ought to have fulfilled the obligation.
3. If the situation referred to in the first paragraph should last longer than two months, the parties will be entitled to cancel the agreement, whether in whole or in part, unless otherwise agreed by contract, without there being otherwise any right to damages.

#### ARTICLE 19 – CONTRACT TAKEOVER

1. You will not be permitted to transfer (any obligation under) the Order to third parties, unless AAmé has agreed to this expressly in writing. AAmé will be entitled to attach conditions to this permission, which will not be refused on unreasonable grounds. In any case, you undertake in this case to impose all relevant (payment) obligations arising out of the Order and these General Terms and Conditions on the third party. You will remain severally liable at all times, besides this third party, for the obligations arising out of the Order and the General Terms and Conditions.

#### ARTICLE 20 – RENUNCIATION OF RIGHTS

1. Failure to immediately enforce any right or exercise any power will not affect or restrict our rights and powers under the Order. Any renunciation of rights related to any provision or condition under the Order shall only be valid if confirmed expressly in writing.

#### ARTICLE 21 – CONVERSION

1. If and insofar as on the basis of its reasonableness and fairness or the unreasonably encumbering nature thereof any condition of the

Order may not be relied on, the condition concerned shall be given in any case, in terms of its content and tenor, a meaning which is as similar as possible, so that it can be relied upon.

#### ARTICLE 22 – SUBSEQUENT EFFECTIVENESS

1. The conditions of the Order, which are explicitly or implicitly intended to remain effective also after the Order is completed, shall remain effective and binding upon the parties afterwards.

#### ARTICLE 23 – WEBSHOP

1. AAmé provides standard documents against payment. It is up to the Client to determine whether these documents fit the given situation. In case of doubt AAmé should be contacted and advice on completing and applying the standard documents can be obtained against payment. Completion, modification, editing and use of the standard documents is at the expense and risk of the Client.
2. By placing an order by the Client, the Client enters into an agreement with AAmé, and our general terms and conditions apply.
3. The standard documents are based on Dutch laws and regulations and are not suitable for use under any other legal regime.
4. AAmé will endeavour to keep the standard documents up to date, periodically incorporate relevant changes with respect to laws and regulations and indicate the date of the last change on the standard document.
5. AAmé makes every effort to keep the web shop and access to the standard documents available, but makes no guarantees in this respect. The website may be (temporarily) out of service for maintenance, changes etc.
6. If AAmé performs additional work at the request of the client, such as checking the completed documents, AAmé will charge a fee.
7. AAmé is not liable for errors in connection security and data traffic to and from our platform.
8. A fee is payable for a standard document, which is stated with the offer. The stated fee includes VAT.
9. The possible payment methods are stated during the order placement.
10. The Client agrees to electronic invoicing. The invoice will be provided to the Client by e-mail.

#### ARTICLE 24 – ANTI DISCRIMINATION

1. The business operations of AAmé are aimed at giving job seekers a fair chance of employment regardless of their age, gender, marital status, sexual orientation, life, political or religious beliefs, race, ethnic origin or nationality.
2. In recruitment and selection, job seekers shall be treated equally by being assessed solely on job-related criteria.
3. AAmé has made policies to ensure the above.

#### ARTICLE 25– OTHER PROVISIONS

1. If AAmé performs duties on the Client's premises, the Client shall provide a suitable workplace, in compliance with the legal ARBO (Health and Safety) requirements and any other applicable regulations relating to working conditions. In this case, the Client shall ensure that AAmé and/or the professional practitioner are provided with an office space and other facilities which, in AAmé's opinion, are necessary or useful to execute the order and in compliance with all (legal) requirements imposed thereon. With regard to (computer) facilities made available, the Client shall be obliged to ensure continuity, amongst other things, through sufficient back-up, security and virus control procedures. AAmé will apply virus control procedures while using the Client's facilities.
2. The Client shall not employ or contact any professional practitioners involved in the performance of the duties, including employees of AAmé or of third parties called in by AAmé, to take up office with the Client, whether or not temporarily, directly or indirectly, or to perform duties for the Client, whether directly or indirectly or on its payroll, whilst the order or any extension thereof is effective and for 12 months after that, such on penalty of payment to AAmé of a fine of € 75,000 (in words: seventy-five thousand euros) for every breach of this condition and of € 2,500 (in words: two thousand five hundred euros) for every day during which the Client continues to be in breach of this condition, without prejudice to AAmé's rights to claim, instead of this, the damage actually suffered.
3. AAmé is entitled to mention the Client's name and describe in broad outline to the Supplier's (business) relations the duties performed, as an indication of the Supplier's experience.

#### ARTICLE 26 – FINAL PROVISIONS

1. A professional practitioner is not a third party such as referred to in these General Terms and Conditions.
2. All legal relations between the Client and AAmé shall be subject exclusively to Dutch law, such to the exclusion of the Vienna Convention on International Sales Contracts.
3. All disputes between the Client and AAmé shall be settled exclusively by the competent Dutch civil court, to the exclusion of any arbitration boards set up by the professional organizations of which the professional practitioners are members.
4. The conditions of paragraphs 2 and 3 also apply to any legal relations and disputes between the Client and a professional practitioner, a legal entity held by the professional practitioner in connection with his work for AAmé or an assistant involved in the execution of the order placed by the Client with AAmé.
5. These General Terms and Conditions are drawn up in the Dutch and in the English language. In case of a discrepancy in the



content or tenor between the Dutch and English text of the  
General Terms and Conditions, the Dutch text shall be binding. The  
General Terms and Conditions can also be found on  
<https://www.aame.nl/en/legal-privacy/general-terms-and-conditions/>



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