



General terms and conditions

Versie: January 2024

Table of contents

- A. General..... 3
- B. Applicability 3
- C. Commencement and duration of the Agreement 3
- D. Client Data..... 3
- E. Performance of Agreement 4
- F. Secrecy and exclusivity 4
- G. Intellectual property..... 5
- H. Force majeure 5
- I. Fee..... 5
- J. Payment 6
- K. Complaints 6
- L. Liability and indemnity..... 6
- M. Due date..... 7
- N. Termination..... 7
- O. Suspension right 7
- P. Applicable law and choice of forum..... 7
- Q. Electronic communication, electronic filing of financial statements
and electronic signature 7
- R. Other provisions 8
- S. Processor agreement module..... 8

A. General

In these General Terms and Conditions, the following definitions shall apply:

1. *Client*: the natural person or legal entity that has commissioned the Supplier to perform Work, including the companies and enterprises affiliated with the Client for which work is actually performed by the Supplier at the request of or in the interest of the Client.
2. *Supplier*: the private companies with limited liability Bol Accountants B.V. (Chamber of Commerce number: 16064022) / Bol Corporate Finance B.V. (Chamber of Commerce number: 17075612) / Bol VAT Rep B.V. (Chamber of Commerce number: 12059419) / Bol Venray B.V. (Chamber of Commerce number: 09081196) entering into the Agreement and using these General Terms and Conditions. All Agreements are made with the Supplier and shall be executed exclusively by the Supplier. This also applies if it is the Client's express or implied intention that the Work be performed by a particular person or persons. Articles 7:404 and 7:407(2) of the Civil Code are excluded.
3. *Work*: all work ordered from or performed by the Supplier in any other context. The foregoing applies in the broadest sense of the word and in any case includes the work as stated in the assignment confirmation.
4. *Documents*: all goods made available to the Supplier by the Client, including documents or data carriers, as well as all goods manufactured by the Supplier in connection with the execution of the assignment, including documents or data carriers.
5. *Agreement* or *Assignment*: each agreement between the Client and the Supplier to perform work by the Supplier on behalf of the Client, in accordance with the terms of the assignment confirmation(s).

B. Applicability

1. These General Terms and Conditions apply to all offers, quotations, assignments, legal relationships and agreements, by whatever name, in which context the Supplier undertakes/will undertake to perform Work for the Client, as well as to all Work of any kind for the Supplier resulting from this.
2. Not only the Supplier, but also all persons - those who are affiliated in any way with Supplier and third parties - engaged in the performance of any assignment of a Client may invoke these General Terms and Conditions.
3. Deviations from, and additions to, these General Terms and Conditions are only valid if expressly agreed upon in writing in, for example, a written agreement or (further) assignment confirmation.
4. In the event that these General Terms and Conditions and the assignment confirmation contain mutually contradictory terms, the terms contained in the assignment confirmation shall apply with respect to the contradiction.
5. Any applicability of the Client's General Terms and Conditions is expressly rejected by the Supplier.
6. The underlying Assignment/Agreement - together with these General Terms and Conditions - represent the complete arrangements between the Client and the Supplier with respect to the Work for which the Agreement has been concluded. All previous agreements or proposals made between the parties in this regard shall lapse.
7. A Client with which an Agreement is concluded once under these General Terms and Conditions accepts the applicability of these General Terms and Conditions to all subsequent acts (Work) of the Supplier as mentioned in this article B1 and to agreements between the Client and the Supplier.
8. In the event that one or more of the provisions in these General Terms and Conditions is or becomes null or void, the other provisions of these General Terms and Conditions shall remain in full force and effect. If any provision of these General Terms and Conditions or of the Agreement is not legally valid, the Client and the Supplier will negotiate the content of a new provision, which provision will approach the content of the original provision as closely as possible.
9. Provisions in the Agreement or these General Terms and Conditions that are expressly or by their nature intended to remain in effect even after expiration or termination of the Agreement shall remain in effect after expiration or termination.
10. If the Agreement is concluded electronically then the text of these General Terms and Conditions can also be made available to the Client electronically and can also be consulted on the Supplier's website (www.boladviseurs.nl).
11. The Supplier is entitled to unilaterally amend or supplement these General Terms and Conditions. Changes of minor importance in the context of the execution of the assignment may be made at any time.

C. Commencement and duration of the Agreement

1. The Agreement is formed and commences when:
 - the customer due diligence carried out by the Supplier under the Prevention of Money Laundering and Financing of Terrorism Act (Wwft) results in a positive outcome in the opinion of the Supplier, and
 - the assignment confirmation signed (including electronically) by the Client has been received back by the Supplier and has also been signed (including electronically) by the Supplier, or if the assignment is actually executed.
2. Confirmation of the Assignment shall be based on the information provided by Client to Supplier at the time. The confirmation shall be deemed to accurately and completely reflect the Agreement.
3. The parties will be free to prove the formation of the Agreement by other means.
4. Each Agreement is entered into for an indefinite period, unless it follows from the nature, content or scope of the assignment granted that it was entered into for a specific, limited period.
5. The Supplier and the Client will enter into consultations about amending the Agreement if there are unforeseen circumstances which mean that, according to standards of reasonableness and fairness, unchanged maintenance of the Agreement cannot be expected.
6. The Supplier reserves the right to charge to the Client the costs relating to the obligations imposed on the Supplier under the Money Laundering and Terrorist Financing Act (Wwft).

D. Client Data

1. The Client shall be obliged to make all data, information and Documents which the Supplier believes it needs for the correct execution of the Assignment available to the Supplier in good time in the desired form and manner. This must include any documents the Supplier claims to need in the context of establishing the identity of the Client. The Client must provide the necessary information to establish its identity to the Supplier prior to the conclusion of the Agreement.

2. The Supplier will be entitled to suspend the performance of the Agreement until such a time as Client has fulfilled the obligation mentioned in the previous paragraph.
3. The Client is obliged to inform the Supplier without delay of facts and circumstances that may be relevant in connection with the performance of the Agreement.
4. The Client guarantees the accuracy, completeness and reliability of the data and Documents made available to the Supplier by it or on its behalf, even if they originate from third parties, as well as the legitimacy of the provision of the Documents to the Supplier. The Client agrees to comply with laws and regulations, including laws and regulations relating to the processing of personal data. The Supplier shall not be liable for damages of any kind resulting from any inaccuracy in and/or incompleteness of the data provided by Client to Supplier, nor for the provision of the data as such to Supplier. The Supplier will be entitled to destroy data and Documents it receives from or on behalf of the Client the content of which conflict with laws and regulations, or otherwise conflict with social standards, without informing the Client.
5. The additional costs and additional fees resulting from the delay in the performance of the Agreement caused by the failure to make the requested data available, in a timely manner or properly, shall be borne by the Client.
6. If and to the extent requested by the Client, the Documents made available will be returned to the Client, subject to the provisions in section O. The Client shall bear the cost of such return of Documents.
7. The Client shall indemnify the Supplier against any damage suffered by the Supplier and/or third parties from files or data transferred by Client to Supplier that are infected with viruses, malware or other software that disrupts computer systems, collects (sensitive) data or otherwise causes damage.
8. The Client is required to promptly notify Supplier in writing as soon as it has knowledge of infected files in its possession that it has shared with or transferred to Supplier and/or data and systems to which Supplier's data and/or systems are exposed in connection with the assignment.
9. The Supplier excludes its liability to the maximum allowed in accordance with mandatory law with respect to the situation in which data of the Client is damaged or lost. The Supplier is not required and cannot be obligated to recover the data.
10. In connection with the performance of the Agreement, the parties shall, where appropriate, promptly notify each other of any audit by a regulator or other cause that could lead to an intention by a regulator to impose a fine or penalty payment.

E. Performance of Agreement

1. The Supplier shall determine the manner in which and by which person(s) the Agreement shall be performed. If possible, the Supplier will take into account timely and responsible instructions provided by the Client regarding the performance of the Agreement.
2. The Supplier has the right to adjust the manner of performance and the time of performance of the Agreement if there is a situation in which unchanged maintenance cannot be expected, such as in the case of government measures taken during the term of the Agreement, for example as a result of a pandemic. This shall be at the discretion of the Supplier.
3. The Supplier shall perform the Work to the best of its ability and as a diligent professional. However, the Supplier cannot guarantee the achievement of any intended result.
4. The Supplier will be entitled to have certain Work performed, without notification to the Client or the Client's explicit permission, by a person or third party to be designated by the Supplier, if this is desirable in the Supplier's opinion. In that context, the Supplier will also be entitled to pass on to this third party the data, including personal data, and Documents originating from the Client that are relevant for this Work, with due observance of the applicable privacy regulations. The Supplier warrants that the obligations incumbent on the Supplier under the Agreement will also be incumbent on such a third party. The costs of such person or third party to be appointed may be charged to the Client.
5. The Supplier shall perform the Agreement in accordance with the rules of conduct and professionalism applicable to it, which are part of the Agreement, and what is required of it by law. A copy of the rules of conduct and professional rules applicable to the Supplier will be sent to the Client upon request. The Client shall respect the obligations arising from these rules of conduct and professional rules and rules applicable by law for the Supplier or for those working at or for the Supplier, respectively.
6. If, during the term of the Agreement, Work is performed for the Client's profession or business which is not covered by the Work to which the Agreement relates, this Work will be deemed to have been performed under separate Agreements (Assignments). Such separate Agreements are also fully subject to these General Terms and Conditions.
7. Any deadlines specified in the Agreement within which the Work is to be performed are approximate only and do not constitute hard deadlines. Exceeding such a deadline therefore does not constitute an attributable failure on the part of the Supplier and, accordingly, does not form a ground for dissolution of the Agreement. Deadlines by which the Work must be completed are to be regarded as hard deadlines only if this has been expressly agreed between the Client and the Supplier.
8. The performance of the Agreement is not - unless otherwise expressly stated in writing - specifically for the purpose of fraud detection. If any indications of fraud occur as a result of the Work, the Supplier will report on this to the Client. In doing so, the Supplier is required to implement the applicable laws and regulations and the rules and guidelines issued by the various professional organizations.

F. Secrecy and exclusivity

1. The Supplier is obliged to maintain confidentiality with respect to third parties not involved in the performance of the Agreement. This confidentiality concerns all information of a confidential nature made available to the Supplier by the Client, including all personal data, and the results obtained as a result of processing said data. This confidentiality does not apply to the extent that statutory or professional regulations, including but not limited to the reporting obligation arising from the Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and other national or international regulations with a similar purport, impose a disclosure obligation on the Supplier, or to the extent that the Client has released the Supplier from the confidentiality obligation. This confidentiality obligation does not prevent confidential collegial consultation within the Supplier's organization, or consultation with third parties engaged by the Supplier, insofar as the Supplier deems this necessary for the careful execution of the Agreement or for the careful fulfillment of legal or professional obligations.
2. The Supplier is entitled to use the (numerical) results obtained after processing data for statistical or comparative purposes, provided that these results cannot be traced back to individual Clients.

3. The Supplier will not be entitled to use the information made available to the Supplier by the Client for any purpose other than that for which it was obtained, except as provided in paragraph 2 of this article, and in the event that the Supplier acts for itself in disciplinary, civil, administrative or criminal proceedings, in which context these documents may be of interest. If the Supplier is accused of having committed or participated in an offense or crime, the Supplier shall be entitled to disclose Documents of the Client to the Inspector of Taxes or to the court, if disclosure is necessary in connection with the conduct of defense by the Supplier.
4. Except with the Supplier's explicit prior written consent, the Client is not permitted to disclose or otherwise make available to third parties the contents of any advice, opinions or other statements made by the Supplier, whether or not in writing, except insofar as this arises directly from the Agreement or is done for the purpose of obtaining an expert opinion regarding the Supplier's Work in question, the Client has a statutory or professional duty to disclose - including in the context of obligations arising from the Dutch International Tax Assistance Act or the Money Laundering and Terrorist Financing (Prevention) Act - or the Client is acting on its own behalf in disciplinary, civil, administrative or criminal proceedings.
5. Upon violation of the prohibition set forth in the preceding paragraph, the Client shall owe the Supplier an immediately due and payable penalty, not subject to judicial mitigation, in the amount of €25,000, without prejudice to the Supplier's right to claim damages and without prejudice to the Supplier's right to performance of the Agreement.

G. Intellectual property

1. The intellectual property rights to everything the Supplier uses and/or makes available within the framework of the performance of the Agreement, in this article to be referred to as: products, belong to the Supplier or its licensors. Nothing in the Agreement or these General Terms and Conditions provides for the transfer of any intellectual property rights, unless expressly otherwise provided in writing.
2. The Client is expressly prohibited from providing, reproducing, disclosing or commercially exploiting those products, including but not limited to computer programs, system designs, working methods, advice, model contracts, contracts and other intellectual products, all in the broadest sense of the word, with or without the involvement of third parties, to third parties, unless expressly agreed otherwise in writing or unless it follows from the nature of the Agreement that this is permitted.
3. The Supplier may grant the Client a right of use to intellectual property rights to the extent necessary. This right of use always ends when the Agreement ends, unless otherwise agreed in writing. After the end of the right of use, the Client must cease and desist from using the intellectual property rights. The Client must return physically present items subject to intellectual property rights to the Supplier and remove from its systems any installed code, software, etc. on which the right of use rested.
4. The Supplier has the right to take technical measures to protect its rights, including intellectual property rights, or those of its licensors. The Client is not permitted to remove or circumvent these protective measures.
5. The Client is not permitted to make said products, or resources from them, available to third parties, other than for the purpose of obtaining an expert opinion about the Supplier's Work. In such cases, the Client will impose its obligations under this Article on the third parties it engages.
6. In the event of violation of the prohibitions contained in paragraphs 2, 3, 4 and/or 5, the Client shall owe the Supplier an immediately payable penalty, which is not subject to judicial mitigation, in the amount of €25,000, without prejudice to the Supplier's right to claim damages and without prejudice to the Supplier's right to performance of the Agreement.

H. Force majeure

1. If the Supplier cannot fulfill its obligations under the Agreement, or cannot fulfill them on time or properly, as a result of a cause not attributable to the Supplier, including but not limited to employee illness, computer network failures and other interruptions to the normal course of business within the Supplier's company - as a result of, for example, a pandemic - those obligations will be suspended until such a time as time the Supplier is able to fulfill them in the agreed manner.
2. In the event that a situation as referred to in the first paragraph occurs, the Client will be entitled to terminate the Agreement in whole or in part, and not earlier than 14 days after the force majeure situation has occurred, in writing, without being entitled to any compensation.
3. To the extent that the Supplier has already partially fulfilled its obligations under the Agreement at the time of the occurrence of a force majeure situation, or will be able to fulfill these obligations wholly or partly, the Supplier will be entitled to charge separately for the part already fulfilled or to be fulfilled, respectively. The Client is required to settle this invoice.

I. Fee

1. The Supplier is entitled to suspend performance of its Work before the commencement of the Work and in the interim until the Client has paid an advance for the Work to be performed, to be reasonably determined by the Supplier, or has provided security for this. An advance payment made by the Client shall in principle be offset against the final invoice.
2. The Supplier's fee does not depend on the outcome of the Work performed, unless otherwise agreed in writing.
3. The Supplier's fee may consist of a predetermined amount per Agreement and/or may be calculated based on rates per unit of time worked by the Supplier and is payable as Work is performed by the Supplier for the Client. Travel, lodging and license fees may be charged separately.
4. If a fixed amount per Agreement has been agreed, the Supplier will be entitled to charge a rate per unit of time worked in addition to this, if and insofar as the Work exceeds the Work provided for in the Agreement, which rate will then also be payable by the Client.
5. If, after the formation of the Agreement, but before the Assignment has been fully executed, rates of pay and/or prices are subject to change, the Supplier will be entitled to adjust the agreed fee accordingly without the prior consent of the Client, unless the Client and the Supplier have made other written arrangements in this regard.
6. The Supplier's fee, plus disbursements and invoices from third parties engaged, if necessary, including any turnover tax due, will be charged to the Client, or to one or more affiliated companies or enterprises that the Supplier deems appropriate, on a monthly, quarterly or annual basis or after completion of the Work.
7. The recorded hours from the Supplier's timekeeping system shall constitute compelling evidence of the hours worked by the Supplier on behalf of the Client until evidence to the contrary is provided by the Client.

J. Payment

1. Payment of the invoice amount by the Client must be made without suspension or set-off within the agreed payment terms, but in any case no later than 30 days after the invoice date, in euros, at the office of the Supplier or by means of deposits in favor of a bank account to be designated by the Supplier and, insofar as the payment relates to Work, without any right to discount or set-off. The Supplier is free at any time to apply a different (shorter) payment term, or to shorten the payment term of an invoice already sent.
2. If the Client has not paid within the periods specified in paragraph 1, or has not paid within the further agreed period, the Client shall be in default by operation of law and the Supplier shall be entitled, without any further summons or notice of default being required, to charge the Client the statutory (commercial) interest on the invoiced amount from the due date until the date of payment in full, all without prejudice to the Supplier's further rights.
3. All costs incurred as a result of judicial or extrajudicial collection of the claim shall be borne by the Client, including to the extent that these costs exceed the court order awarding costs of litigation. These shall be at least the costs over the principal amount in accordance with the Decree for Compensation of Extrajudicial Collection Costs of July 1, 2012 (Official Gazette 2012/141), with a minimum of €375.
4. The Supplier shall be entitled to have the payments made by the Client go first of all to reduce the costs referred to in paragraph 3, then to reduce the interest that has fallen due and finally to reduce the principal amounts due that have been outstanding the longest and the current interest.
5. If, in the opinion of the Supplier, the Client's financial position or payment record gives cause to do so, the Supplier shall be entitled to require the Client to provide (additional) security in a form to be determined by the Supplier. If the Client fails to provide the requested security, the Supplier will be entitled, without prejudice to its other rights, to immediately suspend further performance of the Agreement and all that the Client owes the Supplier on any account whatsoever will become immediately due and payable.
6. In the event of liquidation, (application for) bankruptcy, application of the statutory debt restructuring scheme, cessation of business activities, suspension of payments, or any other insolvency procedure including application of the WHOA, or death of the Client, the claims against the Client shall be immediately due and payable.
7. In the case of a jointly granted Assignment, and insofar as the Work has been performed on behalf of the joint Clients, the Clients will be jointly and severally liable for payment of the invoice amount, interest and costs due.
If there is only one Client, but at the Client's request the Supplier performs Work for other companies or enterprises belonging to the Client's group, the Client will be liable for the invoice amount, interest and costs due, unless the other companies belonging to the Client's concern have given their consent for performance of the Work. By written agreement, the Client and affiliated companies and enterprises will be jointly and severally liable for the fulfillment of obligations to the Supplier.

K. Complaints

1. Complaints relating to the Work performed and/or the fee (invoice amount) must be made known to the Supplier in writing within 30 days of the date of dispatch of the documents, information or fee statement about which the Client is complaining, or within 30 days of the discovery of the defect, if the Client proves that it could not reasonably have discovered the defect earlier, while accurately stating the nature and grounds for the complaints.
2. Complaints as referred to in the first paragraph shall not suspend Client's payment obligation, except insofar as Supplier has indicated that it considers the complaint to be justified.
3. The Supplier must be given the opportunity to investigate Client's complaint.
4. In the event of a justified complaint, the Supplier will have a choice between adjusting the fee charged, correcting or redoing the rejected Work free of charge, or not (or no longer) carrying out the Assignment in whole or in part against a proportional refund of the fee already paid by the Client.
5. If the complaint is not filed in a timely manner, all rights of the Client in connection with the complaint shall lapse.

L. Liability and indemnity

1. The Supplier shall be liable to the Client only for damage that is the direct result of an attributable failure or an interconnected series of attributable failures in the performance of the Agreement. Such liability shall be limited to the amount paid out by the Supplier's liability insurer for the case in question, plus any deductible to be borne by Supplier under the insurance policy. If, for any reason, the liability insurer does not pay out, the Supplier's liability shall be limited to the amount of the fee charged for the performance of the Agreement. If the Agreement is a continuing performance contract with a term of more than one year, the amount referred to above shall be set at twice the amount of the fee charged to the Client in the 12 months preceding the occurrence of the damage. In no event shall the total compensation for damages pursuant to this article exceed €300,000 per event, in which respect a series of related events shall count as one event, unless the parties - in view of the scope of the Assignment or the risks associated with the Assignment - see reason to deviate from this maximum when entering into the Agreement.
2. Barring intent or gross negligence on the part of the Supplier, the Supplier shall not be liable for:
 - losses incurred by the Client or third parties resulting from the provision of incorrect or incomplete Documents, data or information by the Client to the Supplier (or their untimely provision), or otherwise resulting from an act or omission by the Client, including the situation in which the Supplier is unable to file the annual accounts with the Chamber of Commerce within the statutory deadline as a result of an act or omission (on the part of the Client);
 - damage incurred by the Client or third parties resulting from an act or omission of auxiliary persons engaged by the Supplier (not including employees of the Supplier), including if they are employed by an organization affiliated with the Supplier;
 - business, indirect or consequential damages incurred by the Client or third parties, including but not limited to interruption of the regular course of the Client's business;
 - an administrative fine imposed by the supervisory authority on the Client.
 - claims by involved third parties against the Client.
3. A further condition for liability is that the Client must notify the Supplier in writing immediately upon discovery of a shortcoming, and the Supplier is offered the opportunity at all times, if and to the extent possible, to undo or limit the Client's loss by remedying or improving the attributable shortcoming in the performance of the Agreement.

4. The Supplier shall not be liable for damage or destruction of Documents in transit or during shipment by mail or electronically, regardless of whether the transportation or shipment is made by or on behalf of the Client, the Supplier or third parties. During the performance of the Assignment, the Client and the Supplier shall communicate with each other by electronic means, unless the Client expressly requests communication in letter form sent by mail. The Client and the Supplier will not be liable vis-à-vis one another for any damage that may arise to one or both of them as a result of the use of electronic means of communication, including but not limited to damage resulting from non-delivery or a delay in delivery of electronic communications by third parties or by software/equipment used to send, receive or process electronic communications, transmission of viruses and the non-functioning or improper functioning of the telecommunications network or other means required for electronic communications, except to the extent that the damage is the result of intent or gross negligence. Both Client and Supplier shall do or refrain from doing all that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks. Data extracts from the transmitter's computer systems will provide compelling evidence of the electronic communication and its content sent by transmitter until evidence to the contrary is provided by the recipient.
5. The Client indemnifies the Supplier against all claims by third parties, including shareholders, directors, supervisory directors and staff of the Client, as well as affiliated legal entities and companies and others involved in the Client's organization, which are directly or indirectly related to the performance of the Agreement. In particular, the Client shall indemnify the Supplier against claims by third parties for damage caused by the fact that the Client provided the Supplier with inaccurate or incomplete information, unless the Client proves that the damage is not related to culpable acts or omissions on its part or was caused by intent or gross negligence on the part of the Supplier. The foregoing does not apply to assignments to audit the financial statements as referred to in Article 2:393 of the Civil Code.
6. The Client indemnifies the Supplier against all possible claims by third parties in the event that the Supplier is forced by law and/or its professional rules to surrender the Assignment and/or is forced to cooperate with government agencies, which are entitled to receive solicited or unsolicited information which the Supplier has received from the Client or third parties in the performance of the Assignment.
7. All limitations with respect to the Supplier's liability contained in this article apply in full to the actual performer(s) performing the Work for the Client. Actual performers may (also) invoke these provisions against the Client.

M. Due date

To the extent not otherwise provided for in these General Terms and Conditions, rights of action and other powers of the Client on whatever account against the Supplier in connection with the performance of Work by the Supplier will in any case lapse one year after the moment the Client became aware or could reasonably have become aware of the existence of such rights and powers. This time limit does not apply to the possibility of filing a disciplinary or other complaint with the designated complaint-handling body or bodies and/or the Board of Disputes.

N. Termination

1. Client and Supplier may terminate the Agreement at any time with immediate effect by giving notice. If the Agreement ends before the Assignment is completed, the provisions of Article 1 paragraphs 1 and 3 apply and in any case the fee for the Work performed and the costs incurred by the Supplier must be reimbursed.
2. Notice of termination must be given to the other party in writing.
3. If and to the extent that the Supplier terminates the Agreement by giving notice, the Supplier is obliged to inform the Client of the reasons underlying the termination and to do everything that the circumstances demand in the interest of the Client, insofar as the Supplier can reasonably comply with them.

O. Suspension right

The Supplier shall have the right to suspend performance of all its obligations, including the surrender of Documents or other items to the Client or third parties, until such time as all due and payable claims against the Client have been paid in full. The Supplier may refuse the obligation to issue Documents only after careful consideration of interests.

P. Applicable law and choice of forum

1. All Agreements between Client and Supplier to which these General Terms and Conditions apply are governed exclusively by Dutch law.
2. All disputes related to Agreements between Client and Supplier to which these General Terms and Conditions apply shall be brought before by the competent court in the district in which Supplier is domiciled.
3. Notwithstanding the provisions of paragraph 2 of this article, Client and Supplier may choose another method of dispute resolution.
4. The provisions of paragraph 1, paragraph 2 and paragraph 3 of this article do not affect the Client's possibility of submitting a dispute to the Dispute Board and/or filing a complaint with the designated complaint handling body or bodies.

Q. Electronic communication, electronic filing of financial statements and electronic signature

1. The Supplier uses electronic means of communication in the performance of the Agreement. Client agrees to Supplier's use of an electronic form of signature as referred to in Article 3:15a of the Civil Code. During the execution of the assignment, the Client and the Supplier may communicate with each other by electronic means and/or use electronic storage (such as Cloud applications). Except as otherwise agreed in writing, the parties may assume that transmission of properly addressed faxes, e-mails (including e-mails sent via the Internet) and voicemail messages, whether or not they contain confidential information or documents pertaining to the Assignment, will be mutually accepted. The same applies to other means of communication used or accepted by the other party.
2. The Client and the Supplier will not be liable to one another for any damage that may result for 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 - damage resulting from non-delivery or delay in delivery of electronic communications, interruptions, 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 nonfunctioning or improper functioning of the telecommunications network or other means required for electronic communications, except insofar as the damage is the result of intent or gross negligence. The foregoing also applies to Supplier's use thereof in its dealings with third parties.

3. In addition to the previous paragraph, the Supplier accepts no liability for any damage arising from or in connection with the electronic transmission of (electronic) financial statements and their digital filing with the Chamber of Commerce.
4. Both Client and Supplier shall do or refrain from doing all that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.
5. Data extracts from the transmitter's computer systems will provide compelling evidence of the electronic communication and its content sent by transmitter until evidence to the contrary is provided by the recipient.
6. Client acknowledges that the use of an electronic signature, whether within the Supplier's customer portal or otherwise, establishes a valid agreement and valid decision-making. Client must be careful with the use of electronic signatures and accepts full responsibility for them. Supplier shall not be liable for any damages resulting from Client's use of electronic signature.
7. The provisions of Article L (liability and indemnification) shall apply accordingly.

R. Other provisions

1. If the Supplier performs Work at the Client's location, the Client shall provide a suitable workplace that meets the statutory occupational health and safety standards and other applicable regulations regarding working conditions. The Client must ensure that the Supplier is provided with office space and other facilities which, in the opinion of the Supplier, are necessary or useful for the performance of the Agreement and which comply with all (legal) requirements to be set of them. With regard to computer facilities made available, the Client is obliged to ensure continuity by means of adequate back-up, security and virus control procedures, among other things.
2. The Client shall not hire or approach any employees of the Supplier 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 in employment or not, during the term of the Agreement or any renewal thereof and for 12 months thereafter.
3. Should one or more provisions of these General Terms and Conditions or the Agreement be declared non-binding in court or otherwise prove to be non-binding for whatever reason, the validity of the remaining provisions of these General Terms and Conditions or the Agreement shall not be affected as a result. In such a case, the parties will enter into consultations in order to replace the non-binding provision(s) with one or more provision(s) that is/are binding but that deviate(s) as little as possible from the provision(s) deemed non-binding, also taking into account the purpose and purport of that/those provision(s) and of these General Terms and Conditions or the agreement.

S. Processor agreement module

In this Processor Agreement Module, the following definitions shall apply: Data Subject, Processor, Controller, Processing, Personal Data, Personal Data Breach (hereinafter referred to as: "Breach"), the meaning given to it in Article 4 of the General Data Protection Regulation and any Dutch implementing legislation (hereinafter referred to as: "GDPR"). This processor agreement module at all times forms part of the Agreement between Supplier and Client. In the Agreement, the Client is referred to as (joint) Controller and the Supplier as Processor or (joint) Controller. Personal Data will necessarily be processed in the course of the work resulting from the Agreement.

I. Supplier (Processor) processes Personal Data for Client (Controller)

1. Purpose of Processing Personal Data

- a. Under the Agreement, Personal Data is processed by the Processor for the benefit of the Controller. Personal Data shall only be processed by the Processor upon the written request of the Controller. Processing of Personal Data shall be done in accordance with the processing purposes and with the means as determined by or in cooperation with the Controller, unless the Processor is required to do otherwise under applicable laws and regulations.
- b. The Controller guarantees the accuracy, completeness and lawfulness of Personal Data, its acquisition and processing, and its monitoring.

2. Obligations of Processor

Processor shall act in accordance with the conditions imposed on its role under the GDPR.

3. Transfer and Processing of Personal Data.

Personal Data is processed by Processor in countries within the European Economic Area. If there is a transfer of Personal Data in accordance with Chapter 5 of the GDPR, an adequate level of protection will be taken into account.

4. Use of Subprocessors

- a. Processor is permitted to use a Subprocessor for the Processing of Personal Data, subject to the prior consent of Controller. Such consent by the Controller shall be deemed given if no essential changes occur in the approach to and safeguards for the Processing of Personal Data. This is the case, among other things, if Subprocessors were already being used when the Agreement was entered into.
- b. If there is an essential change as aforementioned, the Controller shall inform the Processor accordingly.
- c. The Controller may object to the use of a Subprocessor within 7 days of notification referred to in subsection b of this Article 4.
- d. The agreement with a Subprocessor is subject to Article 28 (4) GDPR.

5. Security

- a. Processor shall take measures to ensure the security level for the Processing of Personal Data at its discretion and in accordance with Article 32 GDPR, taking into account processing risk. This applies without prejudice to the obligations of the Controller under Articles 32 to 36 GDPR.
- b. In the event of a change in risks or risk class, the Controller shall notify the Processor immediately in writing.

6. Register of processing activities

The Processor shall keep a register of processing activities in accordance with Article 30 (2) GDPR.

7. Audit

- a. If desired, Processor shall give Controller, once a year, the opportunity to conduct or have conducted an audit with respect to Processor's compliance with its obligations under this Processor Agreement Module and/or Article 28 GDPR (hereinafter referred to as: "Audit"). The costs of the Audit shall be borne by the Controller, unless the Audit reveals that the Processor has imputably failed to comply with its obligations under this Processor Agreement Module.
- b. The Audit by the Processor shall take place at a place and time agreed upon by Processor and Controller. The premise is that the Processor should be inconvenienced as little as possible in the process. The Controller may be assisted in its Audit by a certified auditor, in which context confidentiality is required.
- c. The results of the Audit are set out in an Audit Report. The Processor will receive a copy of the Audit Report. The Audit Report is strictly confidential and may be disclosed only with the express written consent of Processor.
- d. Processor and Controller may consult as a result of the Audit as to whether changes should be made in the Processing of Personal Data to comply with mandatory laws and regulations. These consultations will help determine for whose account the changes will be made. If the Processor is culpably in breach of its obligations under this Processor Agreement Module, the changes shall be at the expense of Processor.

8. Duty to Report Personal Data Breaches

- a. If it is determined by the Processor that a Breach has occurred or is occurring at the Processor or a Subprocessor, the Controller shall be notified to this effect within 48 hours. Such notice shall also specify (1) the nature of the Breach (as appropriate indicating categories of and number of Data Subjects), (2) the likely consequences of the Breach, and (3) the measures that Controller or third parties may take to mitigate or end the future adverse effects of the Breach.
- b. Breaches must be made to the Processor's general contact person (ACP) under the Agreement, and also to the Processor's compliance officer.

9. Provision of assistance by Processor to Controller.

Processor shall, where reasonably possible, provide assistance to the Controller under the terms of the GDPR in connection with:

- a. The exercise of a Data Subject's rights pursuant to Chapter 3 GDPR; and/or
- b. fulfilling the obligations of the Controller under Articles 32 to 36 GDPR.

If, in the opinion of Processor, the costs and/or labor intensity for the GDPR assistance referred to in paragraph a of this article are disproportionate, the costs shall be borne by Controller.

10. Secrecy

- a. The Processor is obliged under this Processing Agreement Module to keep personal data confidential with respect to third parties, unless disclosure of such data is required by applicable laws and regulations, rules of conduct and professional rules or a court order, or that such disclosure arises under the Agreement.
- b. The Processor shall impose the obligation on its employees and any Subprocessors to maintain confidentiality in accordance with Article 10(a) as aforesaid.

11. Duration and termination

This Processor Agreement Module shall apply even after termination of the Agreement, if and for as long as the Controller provides Personal Data. Articles 10 through 13 of this Processing Agreement Module shall remain in full force and effect after termination of the Agreement. Upon termination of this Agreement, Processor may, at the Controller's discretion, (1) copy, (2) delete, (3) return (with or without a backup file) the Personal Data and files received. If the Processor is required by law to retain or store the Personal Data and files received, the aforementioned shall not apply for a specific period of time.

12. Liability

- a. The liability arrangements agreed between the parties in the Agreement and/or the General Terms and Conditions of Bol Accountants B.V. / Bol Corporate Finance B.V. / Bol VAT Rep B.V. / Bol Venray B.V. do not apply to this Processing Agreement Module.
- b. The Supplier shall be liable to the Client only for damages that are the direct result of attributable failure(s), or an interconnected series of attributable failure(s), in the performance of the Processing Agreement Module. Any liability of the Processor for any consequential damages, including (but not limited to) lost profits, lost income and reputational damage is excluded at all times. Liability under the Processing Agreement Module is limited to the amount paid out by the Supplier's liability insurer for the case in question, plus any excess to be borne by the Supplier under the insurance policy. In addition, the Processor's liability is limited to twice the amount of the fees invoiced by the Processor during the last calendar year under the Agreement. In no event shall the total compensation for damages under this Article exceed €300,000, except in cases of (1) intent or gross negligence on the part of the Processor, (2) a proven violation by the Controller of any obligation specifically directed at Processor under the GDPR and (3) a violation by the Processor of the Controller's lawful instruction to act.
- c. If a third party (including: a Data Subject) submits a damage claim or other claim against the Controller with respect to the processing of Personal Data under this Processor Agreement Module (hereinafter referred to as: "Third Party Claim"), the Controller shall promptly notify the Processor to this effect and provide full details of the facts and documents known to it.
- d. When defending a Third Party Claim, the Controller must always consider the reasonable and legitimate interests of the Processor and inform and consult the Processor on the strategy to be followed in any (procedural) action. The Controller may only agree to an arrangement, settlement, judgment or other action with respect to a Third Party Claim with the prior written consent of the Processor. The Processor shall not deny such consent on unreasonable grounds.

- e. If a third party (including: a Data Subject) makes a damage claim or other claim against the Controller in relation to the processing of Personal Data under this Processor Agreement Module, the Controller shall, if requested, provide the data essential for the Processing or otherwise to enable Processor to adequately defend itself against damage claims or other claims from Data Subjects and/or third parties.

13. Other provision(s)

This Processing Agreement Module will be updated if legislation regarding the protection of Personal Data changes. This Processing Agreement Module takes precedence over other agreements entered into between the parties.

II. Supplier (joint Controller) processes Personal Data for Client (Controller)

- a. If the Supplier and the Client are considered joint Controllers of Personal Data necessary for the proper performance of the Agreement by the Supplier, the co-responsibility of the Supplier is limited to the Personal Data it processes under the Agreement. The Client is joint Controller for the Processing of Personal Data of Data Subject(s) and has a direct relationship with Data Subject. As a result, all communications with Data Subject(s) must be made exclusively through the Client. Before the Client communicates with Data Subject(s), a prior consultation shall take place between the Client and the Supplier.
- b. The joint Controllers shall comply with the conditions set in the GDPR for the Processing of Personal Data. Articles 30 and 32 to 36 of the GDPR shall apply to the Supplier with respect to the Processing of Personal Data for the performance of the Agreement. The joint Controllers shall provide mutual support within the framework of Data Subject's rights (Chapter 3 GDPR) and Articles 32 to 36 of the GDPR. However, Supplier's support is limited to what is appropriate and necessary in the context of the Agreement and its performance. The provisions of Part A of the Processing Agreement Module shall apply mutatis mutandis between joint Controllers, except that:
- breaches will be notified to the joint Controllers, who will then jointly assess whether a Breach must be reported to the Personal Data Authority under the GDPR and if so, whether the Supplier or the Client will make the notification in accordance with Article 33 of the GDPR;
 - Client is a joint Controller for the Processing of Personal Data and has a management relationship with Data Subject(s), as a result of which all communications with Data Subject(s) must be made exclusively through Client;
 - in Article 10, "Processor" should be understood to mean "joint Controller";
 - in Article 12 a, b and c, "Processor" should be understood to mean "Supplier" and "Controller" should be understood to mean "Client";
 - in Article 12(c), "Processing Agreement Module" should be understood to mean "Agreement";
 - in Article 12(d) and (e), "Processor" should be understood to mean "joint Processor"; and
 - In Article 13, "Processing Agreement Module" should be understood to mean "Agreement".

January 2024

General Terms and Conditions | Bol Accountants B.V./Bol Corporate Finance B.V./ Bol VAT Rep B.V. / Bol Venray B.V. | P.O. Box 142, 5830 AC Boxmeer | t +31 88 1211 300 | info@bolinternational.com | www.bolinternational.nl

These General Terms and Conditions follow the guidelines of the SRA and are for Bol Accountants B.V. (Chamber of Commerce number: 16064022) / Bol Corporate Finance B.V. (Chamber of Commerce number: 17075612) / Bol VAT Rep B.V. (Chamber of Commerce number: 12059419) / Bol Venray B.V. (Chamber of Commerce number: 09081196) filed with the Chamber of Commerce.

