GENERAL TERMS AND CONDITIONS OF VAN PASSE B.V.

Version for natural persons acting in the course of a profession or business.

Having its registered office at Ellermanstraat 12, 1114 AK Amsterdam-Duivendrecht, the Netherlands

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Article 1. Definitions	2
Article 2. Applicability	2
Article 3. Offers	3
Article 4. Data and information	3
Article 5. Performance of the Agreement	4
Article 6. Advisory work	4
Article 7. Fee and additional work	5
Article 8. Invoicing and payment	6
Article 9. Commencement, duration, termination and rescission	6
Article 10. Liability and tax interest	8
Article 11. Complaints	8
Article 12. Indemnification	8
Article 13. Intellectual property	8
Article 14. Confidentiality	9
Article 15. Application, electronic communication and data retention	9
Article 16. Force majeure	10
Article 17. Transfer of rights	10
Article 18. Amendment of the general terms and conditions	10
Article 19. Survival	10
Article 20. Governing law and choice of forum	10

Article 1. Definitions

1. In these general terms and conditions, the terms set out below shall be written with a capital letter and used with the following meanings, unless expressly indicated otherwise:

Van Passe B.V. ("Service Provider"): The contractual counterparty to the Agreement with the Client and the user of these general terms and conditions within the meaning of Article 6:231(b) of the Dutch Civil Code. Where these terms and conditions use "Service Provider", this means Van Passe B.V.

Client: The natural person acting in the exercise of a profession or business who instructs the Service Provider to provide Services and who is the contractual counterparty to the Agreement within the meaning of Article 6:231(c) of the Dutch Civil Code. These terms and conditions are not intended for use vis-à-vis consumers.

Agreement: The contract for services on the basis of which the Service Provider provides or performs Services for consideration to or for the benefit of the Client.

Services: All work offered, to be performed and performed by the Service Provider, including financial administration and bookkeeping, payroll administration, the preparation and filing of annual accounts, the filing of tax returns (including VAT, payroll taxes, income tax, corporate income tax and dividend tax) and the provision of tax support and tax advice.

Periodic Fee: The fixed fee payable monthly by the Client to the Service Provider for the Services provided or to be provided.

Application: The online environment and/or application that the Service Provider makes available for the submission, processing and exchange of administration, data and documents.

Parties: The Service Provider and the Client jointly, and each separately a "Party".

2. In these general terms and conditions, "in writing" also includes communication by e-mail or in digital form (for example via the Application), provided that the identity of the sender and the integrity of the content are sufficiently established.

Article 2. Applicability

1. These general terms and conditions apply to all offers, quotations, Agreements, Services and work of or by the Service Provider, of whatever nature, as well as to the formation thereof, unless their applicability has been expressly excluded in writing in whole or in part, or unless expressly agreed otherwise.

2. These terms and conditions are intended exclusively for use vis-à-vis Clients who are natural persons acting in the exercise of a profession or business. The Service Provider does not contract with consumers.

3. Any general terms and conditions of the Client, however designated, are expressly rejected. Deviations from and additions to these terms and conditions shall apply only if and insofar as they have been expressly accepted in writing by the Service Provider.

4. Where the Service Provider has, whether tacitly or otherwise, permitted deviations from these general terms and conditions for a shorter or longer period, this shall not affect its right to demand immediate and strict compliance with these terms and conditions. The Client cannot derive any rights from the manner in which the Service Provider applies these terms and conditions.

5. If one or more provisions of these general terms and conditions or of any other Agreement with the Service Provider are void or are annulled, this shall not affect the validity of the remaining provisions. In place of the void or annulled provision, a provision shall apply that, to the extent legally possible, corresponds as closely as possible to the purport and purpose of the original provision, as determined by the Service Provider.
6. A Client who has once contracted on the basis of these terms and conditions is deemed to have tacitly agreed to the applicability of these terms and conditions to any Agreement subsequently concluded with the Service Provider.
7. In the event of any conflict between the content of an Agreement concluded between the Client and the Service Provider and these terms and conditions, the content of the Agreement shall prevail.

Article 3. Offers

1. All offers made by the Service Provider are revocable and made without obligation, unless stated otherwise in writing.
2. Obvious errors or mistakes in the Service Provider's offer do not bind the Service Provider.
3. The prices in the Service Provider's offers are exclusive of VAT and other government levies, unless stated otherwise.

Article 4. Data and information

1. The Client is obliged to provide all data and information requested by the Service Provider, as well as the data and information of which the Client may reasonably understand that the Service Provider needs it for the correct performance of the Services, in good time, in the form desired by the Service Provider and in the manner desired by the Service Provider.
2. The Service Provider works as far as possible digitally and may therefore request the Client to submit information, data and documents by electronic means. The Service Provider shall provide the Client with the means to submit information, data and documents electronically in a relatively easy and secure manner, for example via an app or e-mail.
3. The Client warrants the accuracy, completeness, reliability and lawfulness of the data and information provided by or on behalf of the Client to the Service Provider, including where such data is provided through or originates from third parties.
4. The Client is obliged to inform the Service Provider without delay of facts and circumstances that may be relevant in connection with the performance of the Services.
5. The Service Provider is entitled to suspend the performance of the Services for as long as the Client fails to comply, or fails to comply in good time or in full, with its obligations under these general terms and conditions or the Agreement, including but not limited to the obligations referred to in the first, second, third and fourth paragraphs.
6. Additional costs and additional hours, as well as the other loss suffered by the Service Provider, arising because the Client has not complied with the obligations referred to in the first, second or third paragraph, shall be for the account and risk of the Client. Suspension of the Services by the Service Provider shall not affect the Client's payment obligation, including the Periodic Fee.
7. At the Client's first request, the Service Provider shall return to the Client the original documents provided by the Client, unless the Service Provider is entitled to a right of retention in this respect.
8. The Client is responsible for the correct compliance with the applicable laws and regulations in the field of the processing of personal data (GDPR), including the provision and making available to the Service

Provider of personal data relating to its personnel, clients or third parties, including where such data originates from third parties or is provided by third parties on its instructions. The Service Provider cannot be held liable in connection with non-compliance or incorrect compliance by the Client.

9. Contact persons and representation. The Client may authorise a contact person to act on the Client's behalf in all matters relating to the Agreement, including communications, exchange of data, amendments and termination. The Client may limit this authority and shall notify the Service Provider in writing of the appointment, limitations and revocation. Where a third party's authority has not been established, the Service Provider may, to the extent permitted by law, request confirmation or evidence of that authority. A legal representative acts within their statutory authority and does not require separate consent from the Client.

Article 5. Performance of the Agreement

1. In addition to the work performed by the Service Provider under an Agreement for which the Client owes a Periodic Fee, the Service Provider also has the option of performing separate work (assignments) and charging this to the Client. This shall be the case if the Client instructs the performance of work that falls outside the agreed work covered by the Periodic Fee.
2. The Service Provider is obliged to perform the work in an expert and careful manner.
3. The Service Provider determines the manner in which the work is performed. The Service Provider shall take account of timely and reasonable instructions from the Client regarding the performance of the Services. However, the Service Provider is in no event obliged to follow the Client's instructions.
4. The Service Provider is entitled to have certain work performed by third parties if, in the Service Provider's opinion, this is desirable with a view to the optimal performance of the Services for the Parties. The applicability of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded.
5. The Service Provider is obliged to comply with applicable laws and regulations in the context of the performance of the Agreement, including legislation in the field of the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft). The Client acknowledges that the Service Provider may be obliged to perform or refrain from certain acts pursuant to this legislation and shall not impede the resulting obligations of the Service Provider. In this context, the Service Provider may, among other things, be obliged to carry out client due diligence, request identification data, refuse or suspend its services and report unusual transactions to the competent authority without being permitted to inform the Client thereof; the Service Provider is not liable for any loss arising from compliance with these statutory obligations.

Article 6. Advisory work

1. All advice provided by the Service Provider is provided to the best of its knowledge and ability on the basis of available information and applicable professional standards. The Service Provider shall use its best efforts to deliver the agreed advisory services. This obligation is a best-efforts obligation, unless expressly agreed otherwise in writing.
2. The advice provided by the Service Provider is based on the available information provided by the Client. The Client warrants the accuracy, completeness and reliability of this information.
3. The Client remains responsible at all times for the ultimate decision-making and implementation of the advice provided by the Service Provider. The Service Provider is not liable for loss arising from the incorrect or incomplete interpretation or application of its advice by the Client or by third parties, unless there is intent or deliberate recklessness on the part of the Service Provider.

4. Advice from the Service Provider can in no way be regarded as guarantees of particular results, unless expressly agreed otherwise in writing.
5. The Service Provider focuses exclusively on compliance with Dutch laws and regulations regarding VAT and income tax. If the Client is liable for tax outside the Netherlands or carries out activities that may have tax consequences there, these obligations fall entirely outside the responsibility of the Service Provider. In that case, the Client must itself arrange for the engagement of a local tax adviser in the country concerned. It is the Client's responsibility to ascertain, before carrying out foreign activities, which tax obligations apply.

Article 7. Fee and additional work

1. Unless there are separate assignments for which no Periodic Fee is owed, the Services are performed by the Service Provider on the basis of a Periodic Fee, whereby the Periodic Fee owed shall be invoiced in advance each month, on the first day of the month to which the Periodic Fee relates. In addition, additional Services, such as separate assignments and additional work, may be invoiced afterwards.
2. If the Agreement is terminated during a current month, the full Periodic Fee for that month remains payable. The Client is not entitled to any full or partial refund.
3. The Service Provider charges a one-off start-up fee for setting up the Client's administration, unless agreed otherwise. These costs shall be made known and charged to the Client before the commencement of the Agreement and must be paid by the Client to the Service Provider immediately upon entering into the Agreement.
4. The Service Provider's offer on the website or otherwise shall clearly describe which work falls within the Periodic Fee and for which work additional costs are charged.
5. Work that is not included in the Periodic Fee (separate assignments and additional work) is charged at the Service Provider's customary hourly rate at the time the work is performed, unless a fixed rate applies to the work concerned. The Service Provider shall inform the Client in advance of the level of the hourly rate or the fixed price of the work. The fee owed does not depend on whether the result intended with the assignment has been fully achieved.
6. Any oral, written or digital confirmation of an assignment by the Client constitutes a binding agreement. From the moment the assignment is given, the Client is obliged to take delivery of the agreed Services and to pay the associated fees in full. If the Client cancels, terminates or suspends the assignment in the interim or refuses to cooperate in the performance of the work, the Client remains obliged to pay for work already performed, work already scheduled, reserved capacity and costs already incurred. Where a fixed price has been agreed, the full agreed fee remains payable, unless agreed otherwise in writing.
7. If the Service Provider must file a supplementary return or perform corrective work as a result of incorrect, incomplete or late data provided by the Client, this is regarded as additional work. The resulting work is charged separately at the then-applicable hourly rate or fixed rate.
8. If, during the performance of the work, it appears that there is additional tax complexity or extra investigative work that reasonably falls outside the regular services, the Service Provider is entitled to charge this work separately as additional work or as a separate project at the applicable hourly rate that is communicated in advance.
9. If the Agreement also relates to performing catch-up work or bringing overdue administration or returns for previous periods up to date, this catch-up work is regarded as a separate, indivisible assignment. The full agreed amount for this catch-up work is payable upon commencement of the Agreement and must be paid prior to performance. Termination of the (subscription) Agreement shall not affect the

payment obligation for the catch-up work. No refund shall be made of amounts already paid for catch-up work, regardless of whether the work has already been (fully) performed at the time of termination.

Article 8. Invoicing and payment

1. The Service Provider shall send the Client a monthly invoice for the Periodic Fee owed, as well as for any separate assignments and additional work performed. The Service Provider is entitled to send invoices digitally.
2. Unless agreed otherwise, payment of the Periodic Fee and other work (separate assignments and additional work) shall be made by direct debit. The Client must ensure that there is a sufficient balance in its bank account so that the amounts owed to the Service Provider can be debited. If the balance proves insufficient for the debit to take place, the Client shall receive a reminder from the Service Provider to pay the outstanding amount.
3. If the Service Provider uses the payment services of a third party, such as Stripe, for the payment or (direct debit) collection of amounts, the payment terms of the relevant Payment Service Provider (PSP) apply. This PSP may charge costs for the use of the payment services, including surcharges for failed or repeated collection attempts. These costs are for the account of the Client. The same applies to the possibility of disputing a (direct debit) collection. This may entail costs, which are for the account of the Client.
4. If it has been agreed that payment is made upon receipt of an invoice, payment of invoices must be made within 5 days of the invoice date by crediting a bank account designated by the Service Provider and in the currency in which the invoice was issued.
5. If the Client fails to meet its payment obligations in good time, the Service Provider shall first send the Client two payment reminders. If payment is still not made thereafter, the Service Provider shall give the Client formal notice of default. From that moment, the Client is in default by operation of law, without any further notice of default being required.
6. If payment is still not made after the notice of default, the Service Provider is entitled to hand over the claim for collection to a third party, including a debt collection agency. In that case, the Client owes statutory commercial interest (Article 6:119a of the Dutch Civil Code) and all extrajudicial collection costs shall be for the account of the Client, determined in accordance with the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten), with a minimum of €40. The Service Provider is also entitled to suspend its work and to take further (legal) steps until full payment has been made.
7. The Service Provider is entitled to index its rates annually as of 1 January in accordance with the services producer price index for commercial services published by Statistics Netherlands (CBS), without the Client being entitled in that case to terminate the Agreement with the Service Provider.
8. Furthermore, the Service Provider is entitled to adjust its rates at any time. If this places the Client in a less favourable position, the Client has the right to terminate the Agreement with the Service Provider as of the date on which the rate change takes effect.
9. The Client is not permitted to suspend any payment obligation towards the Service Provider or to set it off against an (alleged) counterclaim against the Service Provider, on whatever grounds.

Article 9. Commencement, duration, termination and rescission

1. The Agreement is entered into for an indefinite period, unless it follows from the content, nature or purport of the assignment or Services provided that it has been entered into for a definite period.

2. The Client may terminate the Agreement in writing on a monthly basis; the Agreement ends as of the last day of the month in which notice of termination is given. The Client remains liable for the full Periodic Fee for the month in which the termination takes place. No refund shall be made of amounts already invoiced or paid.
3. The Service Provider and the Client are entitled to rescind the Agreement with immediate effect, without notice of default and without observing a notice period, by registered letter if:
    a. the other party is in a state of bankruptcy, has applied for suspension of payments, has been placed under guardianship or administration, or is involved in a debt rescheduling arrangement;
    b. the other party ceases or liquidates its business activities;
    c. there are circumstances by reason of which the terminating Party cannot reasonably be required to continue the Agreement, including a well-founded fear of inability to pay.
4. The Service Provider has the right to rescind the Agreement with the Client with immediate effect at the moment the Client does not enable the Service Provider to perform the Agreement properly, including where the Client is unwilling to provide the required bookkeeping, administration, information or data, or where the Client has a payment arrears of 3 months or more.
5. If the Agreement also relates to performing catch-up work or bringing overdue administration or returns for previous financial years up to date, and the Client does not provide the necessary data and information in full within the period stated in the assignment agreement, the Service Provider is entitled to terminate the Agreement with immediate effect as regards the catch-up work, without prejudice to its right to payment for the work already performed. Amounts already paid shall not be refunded.
6. If the Service Provider terminates or rescinds the Agreement with the Client (in the interim), the Service Provider has the option of exercising its right of retention until the Client has fulfilled all its (payment) obligations towards the Service Provider.
7. In all cases of (interim) rescission, the Service Provider retains its entitlement to payment of the invoices for work performed and Services provided by it up to that time, whereby the Service Provider, after receipt of payment, shall make the provisional results of the work performed or Services provided up to that time available to the Client subject to reservation.
8. If (interim) rescission is effected by the Client, the Service Provider is entitled to compensation for the loss of occupancy incurred on its side and capable of being substantiated, as well as for additional costs that the Service Provider has reasonably had to incur or must incur as a result of the early termination of the Agreement (such as, among other things, costs relating to the use of third-party software or the engagement of third parties), unless there are facts and circumstances underlying the rescission that are attributable to the Service Provider. Loss of occupancy also includes reserved capacity, scheduled work and hours already kept free for the Client.
9. If (interim) termination or rescission is effected by the Service Provider, the Client is entitled to the Service Provider's cooperation in transferring work to third parties, unless there are facts and circumstances underlying that termination that are attributable to the Client. Insofar as this transfer of work entails additional costs for the Service Provider, these shall be charged to the Client.
10. Upon termination of the Agreement, each Party must immediately hand over to the other Party all goods, items and documents in its possession that are the property of the other Party, unless the Party concerned is entitled to a right of retention. Article 15 (Application, electronic communication and data retention) applies.

Article 10. Liability and tax interest

1. The Service Provider is liable solely for direct loss of the Client that is the direct result of an attributable failure in the performance of the Agreement, unless the loss is the result of intent or deliberate recklessness on the part of the Service Provider.
2. The Service Provider's liability is in all cases limited to the amount paid out in the relevant case by its liability insurer, increased by the deductible under that insurance.
3. If, for whatever reason, no payment is made by the insurer, the Service Provider's liability is limited to a maximum of one times the (annual) rate paid by the Client over the year in which the loss arose, unless the loss is the result of intent or deliberate recklessness on the part of the Service Provider.
4. The Service Provider is not liable for indirect loss, including consequential loss, lost profit, missed savings, loss due to business interruption and loss as a result of imposed fines.
5. Tax interest, additional assessments, fines and other penalties imposed by the Dutch Tax Administration are for the account of the Client, in particular where these arise from incorrect, incomplete or late data provided by the Client. The Service Provider uses its best efforts to file returns within the applicable deadlines, but is not liable for the consequences of late or incorrect provision of data by the Client.
6. Any claim for compensation lapses if it is not reported in writing and with reasons within 2 months of the event from which the loss arises. Any claim lapses in any event if the Service Provider is not joined in legal proceedings within 6 months of that report.

Article 11. Complaints

1. Complaints about the work performed must be submitted in writing and with reasons within 14 days after the Client has discovered, or should reasonably have discovered, the defect.
2. Objections to an invoice must be submitted in writing and with reasons within 7 days of the invoice date. Failing this, the invoice is deemed to be correct and the underlying work to have been approved.
3. Submitting a complaint does not suspend the Client's payment obligation.
4. In the case of a timely submitted and well-founded complaint, the Service Provider has the choice between remedying or re-performing the rejected work free of charge, or adjusting or (partially) crediting the amount charged.

Article 12. Indemnification

1. The Client indemnifies the Service Provider against all third-party claims that are directly or indirectly connected with the performance of the Agreement, including claims arising from incorrect, incomplete or late data provided by the Client, as well as against the associated (legal) costs and loss.
2. This indemnification also applies for the benefit of the directors, employees and auxiliary persons engaged by the Service Provider in the performance, who may invoke it directly.
3. The indemnification does not apply insofar as the claim is the direct result of intent or deliberate recklessness on the part of the Service Provider.

Article 13. Intellectual property

1. All intellectual property rights, including copyrights, that arise from or vest in the work delivered by the Service Provider in the context of the Agreement rest exclusively with the Service Provider. The Client is not permitted to reproduce, publish or use these works in any way outside the framework of the Agreement, except with the prior written consent of the Service Provider.

2. All documents provided by the Service Provider, if any, are intended solely for use within the Client's own organisation by the Client and may not be reproduced, published or brought to the knowledge of third parties by it without the prior consent of the Service Provider, unless the nature of the documents provided dictates otherwise.
3. The Client is not permitted, without the prior written consent of the Service Provider, to use trademarks, (trade) names, logos and the like of the Service Provider, or to (have someone) remove or alter indications applied by the Service Provider to its works from which the Service Provider's copyright is apparent.
4. The Service Provider is entitled, solely with the Client's prior consent, to refer on its website and in other (external) communications and media to the Client's business in order to indicate the Service Provider's expertise and experience, and in doing so to use the Client's (trade) names, logo and other trademarks.

Article 14. Confidentiality

1. The Service Provider shall treat all information and data of the Client whose confidential nature it knows or can reasonably suspect as strictly confidential, and shall not provide it to third parties who are not involved in the performance of the Agreement, except insofar as disclosure follows from the Agreement, is necessary for the performance thereof, is required by law, or is necessary for a defence in disciplinary, civil or criminal proceedings. The Service Provider shall also impose this confidentiality obligation on its employees and engaged auxiliary persons.
2. The Client is obliged to keep confidential all information and data, in whatever form, that the Client receives from the Service Provider and of which the Client knows or can reasonably suspect that it is secret or confidential, or of which it can expect that dissemination could cause loss to the Service Provider.
3. The Client shall take all necessary measures to ensure that it keeps confidential the information referred to in paragraph 2.
4. The confidentiality obligation described in this article does not apply to information:
    a. that was already public before the Client became aware of this information, or that has subsequently become public without this being the result of a breach of the Client's confidentiality obligation;
    b. that is made public by the Client pursuant to a statutory obligation.
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years thereafter.

Article 15. Application, electronic communication and data retention

1. The Service Provider may grant the Client access to the Application for submitting and exchanging administration and documents. The Client shall use the Application carefully and solely for the intended purpose.
2. The Service Provider takes reasonably foreseeable measures to secure the data processed via the Application. It is not liable for loss as a result of the Application, or of third-party services linked to it, being temporarily unavailable or not correctly or fully available.
3. The Parties are not liable to each other for loss arising from the use of electronic means of communication, including loss due to non-delivery or delay, interception or manipulation by third parties, or the transmission of viruses, except insofar as the loss is the result of intent or deliberate recklessness.

4. The Client remains responsible at all times for retaining the original administrative documents and for compliance with the statutory retention periods. The Service Provider is under no statutory retention obligation for the data provided by or on behalf of the Client.
5. After termination of the Agreement, the Service Provider shall give the Client the opportunity, for a reasonable period of at least three months, to export the data and store it externally. After expiry of this period, the Service Provider is entitled to block access to the Application. Carrying out a transfer or export may, insofar as this requires more than limited work, be charged as additional work.

Article 16. Force majeure

1. If the Parties cannot perform their obligations under the Agreement, or cannot perform them in good time or properly, as a result of force majeure within the meaning of Article 6:75 of the Dutch Civil Code, those obligations shall be suspended until performance becomes possible. Force majeure also includes: disruptions in the digital infrastructure or systems on which the Service Provider depends, failure of the internet or networks, government measures, epidemic or pandemic, labour disturbances, power failures, fire, floods and other situations over which the Service Provider can reasonably exercise no influence and which temporarily or permanently prevent performance of the Agreement.
2. In the event of a force majeure situation, the Parties have the right to terminate the Agreement in whole or in part and with immediate effect in writing, without any right to compensation arising.

Article 17. Transfer of rights

1. The Client is not permitted to transfer the rights or obligations under an Agreement concluded with the Service Provider to one or more third parties without the written consent of the Service Provider.

Article 18. Amendment of the general terms and conditions

1. The Service Provider is authorised to make amendments to these general terms and conditions. These amendments take effect at the announced time of entry into force. The Service Provider shall send the amended terms and conditions to the Client in good time. If no time of entry into force has been communicated, amendments take effect vis-à-vis the Client as soon as the amendment has been communicated to it.
2. If the amended content places the Client in a materially less favourable position, the Client has the power to terminate the Agreement as of the date on which the amended terms and conditions take effect.

Article 19. Survival

1. The provisions of these general terms and conditions and the Agreement that, expressly or by their nature, are intended to remain in force after termination of this Agreement shall remain in force thereafter and shall continue to bind both parties.

Article 20. Governing law and choice of forum

1. All Agreements between the Client and the Service Provider are governed exclusively by Dutch law.
2. Disputes shall be settled exclusively by the competent court in the district where the Service Provider has its registered office, unless a mandatory provision of law precludes this.