

GENERAL TERMS AND CONDITIONS FIRM24 B.V.

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Appendix 1. Partners

Article 1. Definitions

- 1.1 When these terms and conditions refer to one of the bold terms, the following definition is given:

Subscription: The monthly renewed agreement with regard to the Administrative Services, as further defined in Article C 3.1;

Terms and Conditions: this document;

Article: Article 1.2;

Annex (s): Article 1.2;

Client: the customer of Services offered on the following Websites

Service: The services offered on the Website by Firm24 and / or the Partners, as further defined in Article 1.6;

FIRM24: The private company with limited liability FIRM24 BV, with its registered office at (1013 CP) Amsterdam at the Van Diemenstraat 200, registered in the Trade Register of the Chamber of Commerce under number 58579532;

Partner: One or more of the partners of FIRM24 as included in Appendix 1;

Websites: The website of FIRM24, namely: www.firm24.com, and www.onlineflexbvoprichten.nl as well as all subdomains;

- 1.2 Unless the Terms and Conditions expressly provide otherwise, the following applies to the interpretation of the following articles:
- a. a reference in these General Terms to an "Annex" or "Article" shall be deemed to be an attachment or an Article of the General Terms and Conditions;
 - b. a reference to a person counts as a reference to a natural person, partnership or legal person;
 - c. the singular is deemed to include the plural and vice versa and a reference to a masculine form is also deemed to include and refer to a feminine form and vice versa;
 - d. the preamble, heading and numbering of Articles and / or Appendices (or parts thereof) in or with the General Terms and Conditions are only included to facilitate the use and have no influence on their interpretation;
 - e. the Appendices are inseparable from, and form part of, the General Terms and Conditions. A reference to the General Terms and Conditions therefore includes a reference to these Appendices;
 - f. a reference to "subsidiaries", "group companies" and "participations" is deemed to be a reference to subsidiaries, group companies or participations as referred to in Article 2: 24a Dutch Civil Code, Article 2: 24b Dutch Civil Code and 2: 24c Dutch Civil Code; and
 - g. the words "including" and words of like scope mean "including but not limited to".
- 1.3 The Client can purchase Services from FIRM24 via the Websites.
- 1.4 The Services are performed by FIRM24 or by one or more Partners. The Client indemnifies FIRM24 from any liability when a Partner takes care of the execution of the Service.
- 1.5 Client can choose from 4 different categories of Services, namely:

- a. Notarial Services, for which the relevant Articles will be indicated with the letter "A";
- b. Legal Services, for which the relevant Articles will be indicated with the letter "B"
- c. Administrative Services, for which the relevant Articles will be indicated with the letter "C"; or
- d. Tax advice Services, for which the relevant Articles will be indicated with the letter "D".

1.6 The conditions under which the Service is provided depend on the type of Service. These conditions are specified below under the letters A through D.

1.7 The different types of Services are subdivided as follows:

i Notarial Services:

- (1) Establishing of a legal person;
- (2) Transfer of shares in a legal person;
- (3) Amendment of articles of association;
- (4) Drafting administrative conditions; and
- (5) Other notarial deeds.

ii Legal Services:

- (1) Provision of model contracts and other model documents;
- (2) Legal advice (including the preparation and assessment of customized contracts); and
- (3) Conducting civil and administrative proceedings ;

iii Administrative services:

- (1) Updating the (salary) administration;
- (2) Processing bank transactions, invoices and the cash book; and
- (3) Drafting and submitting declarations;

iv Tax advice Services

- (1) All consultancy work, in the broadest sense of the word, with regard to the tax consequences of actions;
- (2) Requesting decisions from the tax authorities in order to end legal uncertainty; and
- (3) Establishing tax facilities.

Notarial Services

Article A 1

General

- 1.1. FIRM24 provides notarial services via the Websites, which will be executed by its Partners under the following conditions (hereinafter: "**the Notarial Services**").

- 1.2. The Partners exercise an independent practice of Notary as referred to in the Dutch Act on Notaries. They each work for their own account and risk and under their own respective trade names. In the context of Notarial Services that they provide through FIRM24, they also trade under the trade name of FIRM24 with regard to the acquisition of these services. In their relationship with Clients and in the execution of the Notarial Services, the Partners are always independent contractors and are completely independent of FIRM24.
- 1.3. Since FIRM24 does not itself provide the Notarial Services, but only undertakes the acquisition thereof for its Partners, Client FIRM24 indemnifies any liability for any damage arising from the Notarial Services performed by the Partners, both by the Client and by third parties.

Article A 2

Offers and quotations

- 2.1. Offers and quotations from FIRM24 are always without obligation. The obligation to execute the Notarial Services listed on the Website only comes into effect after FIRM24 has assessed the application form and on that basis it is prepared to enter into an agreement containing an obligation to perform a Notarial Service with the Client. FIRM24 can not be held to its offer if that offer, or any part thereof, contains an obvious mistake or error.
- 2.2. If the acceptance deviates (whether or not on minor points) from the offer included in the offer or quotation, FIRM24 is not bound by it, unless it explicitly accepts this in writing.
- 2.3. Quotations from FIRM24 always apply as offers made for and on behalf of its Partners. FIRM24 never enters into an obligation to implement Notarial Services itself.

Article A 3

Cancellation and refusal of a Notarial Service

- 3.1. If a Notarial Service is cancelled, it will at all times be deemed to have been executed for at least 50% due to costs already incurred. A Client never receives a return payment of more than 50% of the invoiced amount.
- 3.2. The Partners of FIRM24 can only proceed to perform Notarial Services if and insofar as the Notarial Service in that particular case does not conflict with the Dutch professional rules for Notaries. FIRM24 and its Partners therefore reserve the right to refuse an application for a Notarial Service if they cannot perform the required Service under the professional rules for Notaries. This assessment is made by FIRM24 and / or its Partners.
- 3.3. If FIRM24 and / or its Partners first accept the request to perform a Notarial Service on the basis of information provided by the Client, but subsequently obtain additional information on the basis of which the performance of that Notarial Service and under those particular

circumstances would lead to an infringement of the professional rules for Notaries, FIRM24 and / or the Partners reserve the right to cancel an already accepted request. This reservation applies to additional information relating to newly created circumstances, as well as to pre-existing circumstances that existed prior to accepting the application but which were not yet known to FIRM24 and / or its partners.

- 3.4. FIRM24 and / or its partners are in any case entitled to refuse a request for Notarial Services as meant in article A 3.2, or after acceptance the cancellation thereof as meant in article A 3.3, if:
- i) Client has, either consciously or unconsciously, provided incorrect information to FIRM24 and / or its partners about the ultimate stakeholder to the Notarial Service,
 - ii) Client has, either consciously or unconsciously, provided Incorrect information to FIRM24 and / or its partners regarding his involvement in bankruptcies in the past
 - iii) FIRM24 and / or its partners obtain information on the basis of which Notaries are obliged under the professional rules for Notaries to conduct further research into the background of the Client, as a result of which the Service to be performed falls outside the scope of the (standardized) Service initially requested and agreed upon with the Client.
 - iv) The Service demands an act or omission from FIRM24 and / or its Partners that is forbidden by law.
 - v) Client intends to carry out one or more of the following activities:
 - Trade or manufacture of drugs, including soft drugs and products with soft drugs such as space cakes.
 - Trade in or manufacture of goods intended for preparation for the production of (soft) drugs such as Grow Shops.
 - Trade in or manufacture of diamonds.
 - Trade in or manufacture of gold and other precious metals.
 - Trade in or manufacture of precious stones.
 - Trade in vehicles, ships, works of art, antiques, jewelry.
- 3.5. If a Notarial service is cancelled pursuant to article A 3.3, the Client loses **all** its claims to the restitution of the amount already paid for the requested Notarial Service. Any such claim is deemed to be settled with costs already incurred by FIRM24 and / or its Partners up until then for IT, acquisition, administration and personnel, after which neither Party has a claim on the other with respect to the execution of, or any amounts paid for, Notarial Services.
- 3.6. If a Notarial service has not been completed within one year after the date of payment thereof by Client and this incompleteness is not due to any acts or omissions of FIRM24 and / or its partners, FIRM24 and / or its partners shall be free from any obligation to perform this Notarial

Service. In that case, no refund obligation will arise for FIRM24 and / or its partners vis-à-vis the Client in respect of the invoice amount already paid for the Notarial Service. Any such claim is deemed to be settled with costs already incurred by FIRM24 and / or its Partners up until then for IT, acquisition, administration and personnel, after which neither Party has a claim on the other with respect to the execution of, or any amounts paid for, Notarial Services.

- 3.7. If a Notarial service is not completed within 6 months after the date of payment thereof by the Client and this incompleteness is not due to any acts or omissions of FIRM24 and / or its partners, FIRM24 and / or its partners will only be obliged to finalize the Notarial service for the Client if the Client performs an additional payment of € 100, = exc. VAT to FIRM24. This amount is used to cover the costs that FIRM24 and / or its partners will incur to reopen the Client's file.

Article A 4 Money Laundering and Terrorist Financing Act

- 4.1. In accordance with the Money Laundering and Terrorist Financing Act (hereinafter in Dutch: "WWFT"), the Partners must identify a potential Client and verify this identification before they can accept the request. Verification of the information provided by the potential Client will take place on the basis of documents, data and information gathered from independent and reliable sources, such as the Commercial Register of the Chamber of Commerce and the Municipal Administration. For clients that are established under foreign law will be decided on the basis of the information provided by independent professional business service providers.
- 4.2. By agreeing to an offer, the Client grants permission to FIRM24 and the Partners to approach third parties regarding the verification.

Article A 5 Liability

- 5.1. Any liability of FIRM24 and / or the Partners for damage arising in connection with the performance of a Notarial Service is limited to the amount paid out in the relevant case under the liability insurance taken out by that party.
- 5.2. If, for any reason whatsoever, no payment is made under the insurance(s) referred to in Article A 5.1, or if no such insurance is applicable, every liability of FIRM24 and / or the Partners is limited to the amount that the Client has paid for the Notarial Service in connection with which the damage occurred.
- 5.3. In every circumstance, the liability of FIRM24 and the Partners is limited to a combined maximum of € 5,000.

Article A 6 Prices and payment

- 6.1. All prices and rates on the Websites are shown exclusive of VAT and all other taxes, unless otherwise stated on the Websites or in the order confirmation email.
- 6.2. With the aim of aligning the requested Service as much as possible with the specific business of the Client, the amounts and conditions in the order confirmation sent by email (by FIRM24 or by one of the Partners) sometimes deviate from the amounts and conditions stated on the Websites. In case of a deviation with amounts mentioned on the Websites, the amounts mentioned in the order confirmations always supersede those mentioned on the Websites.
- 6.3. A Client can not derive any rights from obvious errors, typing errors and omissions on the Websites or in communication from FIRM24.
- 6.4. If a Notarial Service has not already been paid prior to the execution of that Service, the Client must pay the full payment to FIRM24 within 5 working days after the execution of that Service, without any right to deduction, discount or settlement.
- 6.5. If the Client does not comply with the obligation in Article A 6.4, default will take effect automatically without any requirement of additional notice of default.
- 6.6. Objections against the amount of an invoice do not suspend any payment obligation.

Article A 7

Working days until the date of notarial execution

- 7.1. The incorporation period of a BV of 3-5 business days, as advertised by FIRM24 on the Websites, applies to the incorporation procedure of a BV with standard specifications in connection with which this term is mentioned. As soon as the specifications of a BV deviate from these standard specifications, the stated period does not apply. On the initiative of the Client, FIRM24 shall then state a specified period for the incorporation of his / her BV.
- 7.2. The period referred to in Article A 7.1 starts on the first day, following the day on which
 - (i) a correct identity verification of the Client took place
 - (ii) the power of attorney for the incorporation of the BV is signed by the client, *and*
 - (iii) the draft deed of incorporation has been approved by the client.All the aforementioned actions by the Client are necessary prerequisites for the incorporation of a BV.
- 7.3. When the Websites refer to a "day", this means "working day". Working days are from Monday to Friday, with the exception of recognized holidays.
- 7.4. If FIRM24 and / or its Partners exceed a period stated in Article A 7.1, any liability for any damages arising from this delay will at all times be limited to the amount that the Client has paid for the incorporation of his / her BV.

- 7.5. Client indemnifies FIRM24 and its Partners for any consequential damages (dutch: “gevolg schade”) that would arise from exceeding the term referred to in Article A 7.1.

Article A 8 **Changes to the order**

- 8.1. If the request changes after the initial acceptance of the offer, additional costs may be involved. The additional costs will be communicated in advance by FIRM24 and must be paid before the performance of the service is completed.
- 8.2. A change in the legal structure and/or control relationships within the group to which the Client belongs, as well as any other (financial) partnerships in which the Client participates or of which the Client makes part, all in the broadest sense of the word, must be sent to FIRM24 and the Partners without delay.
- 8.3. The Client indemnifies FIRM24 and the Partners from any liability arising from non-compliance with the obligations in Article A 8.2.

Article A 9 **Complaints**

- 9.1. Complaints with regard to the work performed and / or the invoice amount must, under penalty of lapse of all claims, be made in writing to FIRM24 within 60 days of the date of dispatch of the documents or information that the Client complains about, or within 60 days of the discovery of the defect, the error or the shortcoming, if the Client demonstrates that the Client could not reasonably have discovered the defect earlier.
- 9.2. Complaints do not suspend a payment obligation.
- 9.3. FIRM24 will assess each complaint individually. In the event of a justified and timely complaint, in the opinion of FIRM24, the Client will be offered a suiting remedy.

Article A 10 **Change of contractual party**

- 10.1. The Client is not permitted to transfer his right to execution of the Service to third parties, unless FIRM24 expressly agrees to this in writing. FIRM24 is entitled to attach conditions to this permission, which will not be withheld on unreasonable grounds. The Client undertakes in any case to impose all relevant (payment) obligations from the order and these General Terms and Conditions on the third party in that case. The Client remains at all times together with this third party jointly and severally liable for the obligations under the contract and these General Terms and Conditions.
- 10.2. Client indemnifies FIRM24 and the Partners in respect of all third-party claims that may arise as a result of non-fulfillment or

incorrect fulfillment of any obligation by the Client from the order and / or the General Terms and Conditions, unless mandatory (inter) national legislation or (professional) regulation does not allow such a provision. This indemnity is also stipulated for the benefit of the (directors of) shareholders, directors or employees of FIRM24 and third parties engaged by us for the execution of the request, including the Notarial Partners, who can therefore make a direct appeal to this indemnification.

Article A 11 **Correct and complete information**

- 11.1. The Client guarantees the correctness, completeness and reliability of the documents and files made available to FIRM24 and the Partners, even if they come from third parties.
- 11.2. The Client indemnifies FIRM24 and the Partners from any liability arising from non-compliance or full compliance with the obligations from Article A 11.1.

Article A 12 **Confidentiality**

- 12.1. The Notarial Services take place under a strict notarial confidentiality obligation, which also applies to FIRM24.

Article A 13 **Choice of forum**

- 13.1. The legal relationship between the Partner and the Client is exclusively governed by Dutch law. Disputes will only be settled by the competent Dutch court.

Legal Services

Article B 1 **General**

- B 1.1 This Article B applies to the Legal Services as referred to in Article 1.6.
- B 1.2 FIRM24 makes templates for contracts and other model documentation available via the Website (the "Documents"). The Client is aware that the Documents are no more than a template that may be used as a framework to make a contract, but that are not tailored to the specific case of the Client. The Client uses these Documents and enters into legal relationships on the basis of these Documents at his sole risk. The Documents are exclusively intended for Clients and not for commercial exploitation.
- B 1.3 If desired, the Client may request FIRM24 to provide other Legal Services to the Client, or assist the Client in finding the right legal Partner (in the broad sense) with regard to other Legal Services. Other Legal Services mainly means

obtaining legal advice (for example, drafting or assessing customized contracts) and preparing and conducting civil and administrative proceedings. The Client is at all times free to use or not to use the services of either FIRM24 or one of the Legal Partners.

Article B 2 Offers and quotations

- B 2.1 Offers and quotations from FIRM24 are always non-committal. The obligation to execute the Legal Services listed on the Website only comes into effect after FIRM24 has assessed the Client's request and on that basis has entered into an agreement containing an obligation to perform a Legal Service with the Client. FIRM24 can not be held to its offers if the Client can reasonably understand that the offer, or any part thereof, contains an obvious mistake or error.
- B 2.2 If an acceptance deviates from the offer or quotation (whether or not on minor points), FIRM24 is not bound by it unless FIRM24 expressly accepts this in writing (including by email).

Article B 3 Cancellation of a Legal Service

- B 3.1 FIRM24 and the Partners reserve the right to refuse a request for a Legal Service if they are unable to accept the application on the basis of professional rules, or if the quality of their work is insufficiently guaranteed, for example due to the lack of sufficient specialist knowledge, or due to the international nature of the request. In such a case, the Client will receive notice as soon as possible and, where possible, an alternative will be provided to him.
- B 3.2 FIRM24 and the Partners reserve the right to cancel an accepted order if, after the approval of the application, circumstances occur that demand cancellation of the order on the basis of professional rules. In such a case, the Client will receive notice as soon as possible and, where possible, an alternative will be provided to him.
- B 3.3 When a Legal Service is cancelled, there is no right to a refund of the costs paid for that Service, if these costs have already been incurred. The costs incurred include the deployment of personnel by FIRM24 or a Partner.
- B 3.4 If a Legal Service is cancelled, it will at all times be deemed to have been executed for at least 50% in connection with acquisition costs. A Client never returns more than 50% of the invoice amount.
- B 3.5 If a Legal Service is not completed within one year after the date of payment thereof by Client and this lag is not due to any acts or omissions by FIRM24 and / or its partners, FIRM24 and its partners shall be free from any obligation to perform this Legal Service. In that case, no refund obligation will arise for FIRM24 and / or its partners towards the Client in respect of the already paid invoice amount for the Legal Service. Any such claim is deemed to be settled with costs already incurred by FIRM24 and / or its Partners up until then for IT, acquisition, administration and personnel, after which

neither Party has a claim on the other with respect to the execution of, or any amounts paid for, the Legal Service.

Article B 4 Liability

- B 4.1 Any liability of FIRM24 and / or the Partners for damages arising in connection with the execution of a Legal Service is limited to the amount paid out in the relevant case under the liability insurance taken out by that party.
- B 4.2 If, for any reason whatsoever, no payment is made under the aforementioned insurance (s) referred to in Article B 4.1, or no such insurance is applicable, every liability of FIRM24 and / or the Partners is limited to the amount that the Client has paid for the Legal Service in connection with which the damage occurred.
- B 4.3 Under any circumstance, the liability of FIRM24 and the Partners for damages that arise in connection with the execution of a Legal Service is limited to a combined maximum of € 5,000.

Article B 5 Disputes

- B 5.1 The legal relationship between FIRM24, the Partner and Client regarding Legal Services is exclusively governed by Dutch law. Disputes will only be settled by the competent judge in the court of Amsterdam.

Administrative Services

Article C 1 General

- C 1.1 The Articles starting with a C in the General Terms and Conditions are applicable to all agreements holding a subscription, closed by FIRM24 and its clients, as well as other Administrative Services closed for the client by or on behalf of FIRM24.
- C 1.2 Announcements through e-mail or by any other electronic means, will, barring rebuttal, be deemed to be received on the day they are sent.
- C 1.3 Conditions used by another party are applicable only if stated expressly and in writing. A mere reference by the other party to its own conditions or standard clause comprising the exclusivity of these own conditions is expressly denied, and does therefore not lead to applicability to this agreement.
- C 1.4 If a deviating agreement is reached in regard to certain subjects arranged in these terms, all other terms will remain intact. Deviating terms are valid for one agreement, unless stated otherwise.
- C 1.5 If a stipulation of these terms has at any given moment been (partly) annulled, all other stipulations will remain applicable. Parties can then agree on new stipulations, taking into consideration the intention of the original stipulation as much as possible.

Article C 2 Offers, quotes

- C 2.1 Offers and quotations from FIRM24 are always without obligation. The subscriptions mentioned on the website are only established after FIRM24 has assessed the application form and on that basis is prepared to enter into an agreement containing a subscription with the Other Party. FIRM24 can not be held to its offers if the Counterparty can reasonably understand that the offer, or any part thereof, contains an obvious mistake or error.
- C 2.2 If the acceptance (whether or not on minor points) deviates from the offer included in the offer or quotation, then FIRM24 is not bound by it, unless it explicitly accepts this in writing (including e-mail).

Article C 3 Agreement, content

- C 3.1 The agreement between FIRM24 and the Other Party includes, unless otherwise stated, a subscription for the performance of accounting or administrative work as described on the Website (to be referred to in these General Terms and Conditions: "the Subscription").
- C 3.2 The Subscription Fee is calculated per year and depends on the size of the Counterparty. FIRM24 reserves the right to amend the Subscription Fee in accordance with any increase in size of the Other Party's organization.

- C 3.3 On the basis of the Subscription, the Other Party is entitled to the services referred to in paragraph 1, as well as to ask questions to FIRM24 about the work in question by e-mail and to submit documents to FIRM24 for evaluation by e-mail.

Article C 4 Cancellation, interruption, delay

- C 4.1 If the execution of the Administrative Services is delayed or interrupted while this is not attributable to FIRM24, the costs incurred and the fee to be charged up to that time shall be reimbursed to FIRM24 by the Other Party, without the right to set off or suspend payment.
- C 4.2 The Other Party is only entitled to cancel the Subscription in writing prior to commencement of the execution, if the damage caused by FIRM24 (including reserved work capacity and preparatory work) is compensated. Cancellation of the Subscription only binds FIRM24 after its written acceptance.

Article C 5 Price and price changes

- C 5.1 All quoted prices exclude any costs to be incurred in the context of the agreement, including travel and accommodation costs and sales tax (VAT) and other taxes or levies imposed by the government, unless otherwise agreed. If no fixed compensation has been agreed, the compensation will be determined on the basis of the hours actually spent.
- C 5.2 The price quoted by FIRM24 for the Administrative Services to be provided by it applies exclusively to the performance in accordance with the agreed specifications. FIRM24 is entitled to increase the agreed price if after the conclusion of the agreement there is unforeseen extra work or increase of the costs that have to be incurred in connection with the execution of the agreement or as a result of legislation or regulations.

Article C 6 Agreement, duration, suspension and termination

- C 6.1 The Subscription, as well as any other agreement between FIRM24 and the Other Party is entered into for an indefinite period of time, unless the (nature of the) agreement provides otherwise.
- C 6.2 The Subscription can only be terminated during the first year by the end of the first year. After the first year, the Subscription can be canceled with due observance of the term of one month, by the first day of the following calendar month.
- C 6.3 If a Party is liquidated, has applied for suspension of payments, has been declared bankrupt, or has filed for bankruptcy or the law on debt restructuring natural persons has been declared applicable to a party, the other Party has the right to cancel the Subscription. , subject to rights, to terminate immediately.
- C 6.4 If the Counterparty does not strictly comply with any obligation or has provided inaccurate information or has withheld data, FIRM24 is entitled to suspend the fulfillment of all obligations towards the Counterparty or to

dissolve the Subscription in whole or in part, without any prior notice of default and / or judicial intervention is required, while retaining the right for FIRM24 to claim damages. All that the Counterparty owes to FIRM24 at that moment will immediately become due and payable.

- C 6.5 FIRM24 is entitled to suspend the fulfillment of its obligations or to dissolve the Subscription if:
- i The Other Party does not, not fully or not timely fulfill the (payment) obligations from the Subscription;
 - ii after conclusion of the Subscription the circumstances give good grounds to fear that the Counterparty will not comply with the obligations from the subscription;
 - iii The Other Party does not state the security required while closing the Subscription; of
 - iv door vertraging bij Wederpartij niet langer van FIRM24 kan worden gevergd dat zij de verplichtingen uit het Abonnement tegen de oorspronkelijk overeengekomen condities zal nakomen. Due to delays at the counterparty FIRM24 can no longer be expected to fulfill the obligations under the Subscription against the originally agreed conditions.
- C 6.6 FIRM24 is entitled to suspend the delivery of documents or other items to the Counterparty or third parties until all due and payable claims have been paid in full.
- C 6.7 If the Subscription is dissolved, the claims of FIRM24 are due immediately.

Article C 7 Term and method of implementation of the Administrative Services

- C 7.1 The other party is obliged to cooperate fully and to provide FIRM24 with all necessary information in a timely manner.
- C 7.2 The execution of the Administrative Services takes place within the usual scheduled or agreed time. A specified or agreed period of execution is indicative and is not a deadline. FIRM24, even in case of a possibly agreed deadline, is only in default after the Counterparty has given notice of default and must then first be given the opportunity to repair or improve its performance. If the Other Party submits a request for advice to FIRM24 via the Website or via e-mail, FIRM24 will contact the Other Party within two working days.
- C 7.3 If during the execution of an Administrative Service it appears that, due to circumstances unknown to FIRM24 or due to force majeure, the Administrative Service is not executable, FIRM24 has the right to change the Subscription so that its execution becomes possible. The costs that are incurred more or less as a result of such a change will be settled between the parties.
- C 7.4 FIRM24 is entitled to have the Subscription or parts thereof executed by third parties and, with the exception of deviating agreements, acts as the representative of the Other Party or client. FIRM24 is authorized to accept any liability limitations of third parties on behalf of the Other Party. If the

assignment (during or after the execution of the agreed activities) is extended, then the present conditions are also applicable in full.

Article C 8 Confidentiality and exclusivity

- C 8.1 FIRM24 is obliged to observe secrecy towards third parties who are not involved in the execution of the Administrative Services. This confidentiality does not apply insofar as legal or professional rules, including but not limited to the duty to report arising from the Act to prevent Money Laundering and Financing of Terrorism and other national or international regulations with similar effect, impose FIRM24 a duty of information, or in so far as Counterparty has waived FIRM24 of the confidentiality obligation. This provision does not prevent confidential consultations within the organization of FIRM24 or with its cooperating third parties, insofar as this is necessary for the careful performance of the agreement or for the proper fulfillment of legal or professional obligations.
- C 8.2 FIRM24 is entitled to use the numerical results obtained after processing, provided these results can not be traced back to individual Counterparties, for statistical or comparative purposes.

Article C 9 Objections

- C 9.1 The other party is obliged to examine whether FIRM24 has performed the Administrative Services properly. Objections must, by means of a written statement which is specified in such a way that FIRM24 can act accordingly, take place within 14 days after the completion of the work, failing do do so will confirm obligations from the Subscription between parties as valid.
- C 9.2 FIRM24 is always entitled to substitute a new defective performance instead of a previous faulty performance, unless the default can not be repaired.

Article C 10 Payment

- C 10.1 The payment for the Administrative Services is due for each month in advance payment, to be paid within 14 days after the invoice date, without any right to discount, settlement or suspension. In the event of overdue payment, the Other Party will immediately be in default by operation of law without notice of default being required, and the Other Party can not claim the Administrative Services agreed upon under the Subscription.
- C 10.2 In the event of overdue payment, the Other Party will owe an interest rate of 1% per month or part of a month or, if the statutory interest rate is higher, a compensation in the amount thereof, as well as the full compensation of both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and debt collection agencies, which are set at at least 15% of the principal sum, plus the interest calculated on this, with a minimum of € 250.
- C 10.3 A complaint with regard to the executed Administrative Services or deliveries does not suspend the payment obligation of the Other Party.

Article C 11 Liability for miscommunication

- C 11.1 The Other Party bears the risk of misunderstandings with regard to the content and performance of the Subscription if they are caused by FIRM24 not, incorrectly, not timely or incompletely receiving specifications or other information.

Article C 12 Force Majeure

- C 12.1 If FIRM24 does not, not timely or not properly comply with the obligations from the Subscription as a result of a lawful or non-attributable cause, including illness or computer failure, the obligation to perform shall be suspended until the time that compliance is possible, without there being any default. The other party can not claim compensation for damages.
- C 12.2 FIRM24 will notify the Other Party as soon as possible of force majeure. The other party then has the right to terminate the Subscription with due observance of a term of one (1) month, without the right to compensation, whereby the Administrative Services executed by FIRM24 must be compensated.

Article C 13 Liability

- C 13.1 Any liability of FIRM24 and / or the Partners for damage arising in connection with the performance of an Administrative Service is limited to the amount paid out in the relevant case under the liability insurance taken out by that party, plus with the amount of the deductible that is charged to that party according to the policy conditions.
- C 13.2 If, for whatever reason, no payment is made under the aforementioned insurance (s) referred to in Article C 13.1, all liability of FIRM24 and / or the Partners is limited to the amount that the Client has charged for that Administrative Service. paid in the 6 months prior to the occurrence of the damage in connection with which the liability statement has been made.
- C 13.3 Under all circumstances, any liability of FIRM24 and the Partners for damages that arise in connection with the execution of an Administrative Service is limited to a combined maximum of € 5,000.

Article C 14 Intellectual Property

- C 14.1 FIRM24 reserves all rights with regard to products of the mind which it has used or produced in connection with the Administrative Services, insofar as rights may exist or be established in a legal sense.
- C 14.2 The Other Party is not permitted (the tools of) to reproduce, reveal, exploit or provide third parties with these products, including processes, text material

and advice, other than in the usual exercise of the Other Party's company and after full payment to FIRM24.

- C 14.3 FIRM24 is allowed to use text and / or image information concerning a project in which it is or was involved in any way, for promotional purposes.

Article C 15 Disputes, statute of limitations and applicable law

- C 15.1 A dispute is present as soon as a party declares that there is a dispute, is governed by Dutch law and submitted to the competent court in Amsterdam.
- C 15.2 The limitation period of all claims and defenses with regard to the execution of the agreement, in deviation from the statutory period, is one (1) year, starting from the day of completion of the work.

Tax advice

Article D 1 General

- D 1.1 The Articles starting with a D in the General Terms and Conditions apply to all agreements containing the obligation to provide tax advice (hereinafter: the "Tax Services") by FIRM24 to the other party (hereinafter: "Client").

Article D 2 Applicability

- D 2.1 The General Terms and Conditions form part of all agreements for the assignment of FIRM24 to provide Fiscal Services, all resulting and / or related agreements between the Client and FIRM24, or their legal successors, as well as all offers made by FIRM24 and / or quotations.
- D 2.2 Terms that deviate from the General Terms and Conditions are explicitly rejected.
- D 2.3 If any Article, forming part of the General Terms and Conditions or the agreement, is null and void or is nullified, the remainder of the agreement will remain in force as far as possible and the stipulation in question shall be replaced without delay by agreement with the parties that the scope of the original stipulation as closely as possible.

Article D 3 Data and information

- D 3.1 FIRM24 is only obliged to (further) execute the assignment if the Client has provided all information requested and / or required by FIRM24 in time in the form and in the manner as requested by FIRM24. Extra costs, which arise because the Client has not provided the necessary data or information, not timely or not properly, will be borne by the Client.

- D 3.2 Client is obliged to inform FIRM24 immediately about facts and circumstances that may be of importance in connection with the execution of the assignment.
- D 3.3 The Client guarantees the correctness, completeness, reliability and legality of the data and information provided by or on behalf of FIRM24, even if these originate from third parties or are provided by third parties on its instructions.

Article D 4 E-mail and internet use

- D 4.1 Client and FIRM24 can communicate with each other by means of electronic mail, including e-mail.

Article D 5 Execution of the assignment

- D 5.1 FIRM24 determines the manner in which and by whom the assignment is carried out, but in doing so respects the wishes expressed by the Client as much as possible. If FIRM24 wishes to engage third parties in the performance of the assignment on behalf of the Client, FIRM24 will proceed only with the approval of the Client.
- D 5.2 FIRM24 will execute Fiscal Services to the best of its ability and as a diligent practitioner; However, FIRM24 can not guarantee the achievement of any intended result.
- D 5.3 Periods within which work must be completed are only deadlines if this has been agreed in writing.
- D 5.4 The contract may not be terminated by the Client for failure to meet the contract unless it has been established that execution is permanently impossible, unless FIRM24 does not or does not fully execute the agreement within a reasonable period of time stated to him after the agreed delivery period has expired.

Article D 6 IP rights

- D 6.1 All rights with regard to products of the mind that FIRM24 develops or uses in the performance of the assignment, including advice, opinions, working methods, (model) contracts, systems, system designs and computer programs, accrue to FIRM24, insofar as they do not already do so to third parties.
- D 6.2 Except with the express prior written consent of FIRM24, the Client is not permitted to multiply, publish or exploit the products of the mind or the recording thereof on data carriers, together with or by engagement of third parties, without prejudice to the provisions in Article D 7.3.

Article D 7 Confidentiality

- D 7.1 FIRM24 and / or persons working at / for or affiliated with FIRM24 are obliged to observe secrecy towards third parties, not including third parties involved in the execution of the assignment. This obligation does not apply if there is a legal duty or obligation to disclose or if the Client has released FIRM24 from his duty of confidentiality.
- D 7.2 FIRM24 is only entitled to use the information made available to it by Client and other information and information that FIRM24 has become aware of in the performance of its assignment for the purpose for which it was obtained as well as for the normal business operations of FIRM24 including FIRM24 or persons affiliated with or employed by FIRM24 to act for themselves in disciplinary, criminal, civil or administrative proceedings where this information may be of interest as well as to prevent the aforementioned procedures.
- D 7.3 Except for the express prior written permission of FIRM24, the Client is not permitted to make the content of reports, opinions or other written statements of FIRM24 public or otherwise make available to third parties, except insofar as this directly from the agreement arising, is required to obtain an expert opinion regarding the relevant activities of FIRM24, the Client has a legal obligation or obligation to disclose, or if the Client or one of its directors or employees acts for itself in a disciplinary, civil or criminal proceedings.

Article D 8 Personal data

- D 8.1 Personal data provided to FIRM24 by the Client in the context of an assignment will be handled by FIRM24 with the greatest possible care and in accordance with applicable laws and regulations. The FIRM24 policy regarding personal data is further described in the privacy statement on the FIRM24 website (<https://www.firm24.com/privacy/>).

Article D 9 Fees

- D 9.1 The Client owes FIRM24 a fee and reimbursement of costs incurred in accordance with the fee offered in advance by FIRM24.

Article D 10 Payment

- D 10.1 Payment must be made without any deduction, discount or settlement in Euros by payment or transfer to the bank or giro account indicated on the invoice within fourteen days of the invoice date, failing which Client is in default.
- D 10.2 All out-of-court costs FIRM24 has in connection with the collection of a claim against the Client are at the expense of the Client.
- D 10.3 All costs incurred by FIRM24 in connection with legal proceedings against the Client shall be borne by the Client, also insofar as these costs exceed the legal

costs of the costs of the costs, unless FIRM24 is convicted as the losing party of the costs.

- D 10.4 FIRM24 reserves the right - even during the performance of an assignment, if the financial position or the payment behavior of the Client gives cause to do so in the opinion of FIRM24 - to demand from the Client full or partial prepayment and / or the provision of security, failing which FIRM24 is entitled to suspend the fulfillment of its obligations.

Article D 11 Complaints

- D 11.1 A complaint with regard to performance or invoice must be made within 30 days after the date of dispatch of the documents or information to which the complaint pertains, under penalty of forfeiture of all claims, or, if the Client demonstrates that he could not reasonably have discovered the defect, within 30 days after the discovery of the defect. Complaints must be made in writing to FIRM24.
- D 11.2 A complaint does not suspend the payment obligation of the Client, except insofar as FIRM24 has informed the Client that it deems the complaint legitimate.
- D 11.3 If FIRM24 accepts a complaint, FIRM24 has the choice between adjusting the fee charged, a free re-performance of the relevant work or the complete or partial non-execution or otherwise of the assignment against a proportionate refund of the fee already paid by the Client.

Article D 12 Liability

- D 12.1 Any liability of FIRM24 and / or the Partners for damage that has arisen in connection with the implementation of a Tax Advice Service, is limited to the amount paid out in the relevant case under the liability insurance taken out by that party, increased with the amount of the deductible that is charged to that party according to the policy conditions.
- D 12.2 If, for whatever reason, no payment is made under the aforementioned insurance policy (Art D 12.1), all liability of FIRM24 and / or the Partners is limited to the amount that the Client has paid for that Tax Advice Service in the 6 months prior to the occurrence of the damage in connection with which the liability statement has been made.
- D 12.3 Under any circumstance, the liability of FIRM24, and the Partners for damage that has arisen in connection with the execution of a Tax Advice Service is limited to a combined maximum of € 5,000.

Article D 13 Disputes and choice of forum

- D 13.1 Claims that the Client has or believes to have against members of the Network can only be filed against FIRM24.
- D 13.2 All agreements between the Client and FIRM24 are governed exclusively by Dutch law and only the competent Dutch competent to take cognizance of the dispute.

Bijlage 1 Partners

Notarial Partners (Partners for Notarial Services)

- Hekkelman Advocaten en Notarissen
- Veldhuizen Beens Van de Castel notarissen
- Matzinger Eversdijk Notarissen
- Pigmans Ras Janssen Notarissen
- Linders Notarissen
- Tomlow & Partners Notarissen
- Lint Notarissen
- Amson & Kolhoff Notarissen
- Alsema van Duin Notarissen
- Stouthart-Hilber Notarissen
- TeekensKarstens Notarissen
- Westland Partners
- Amer Notarissen
- Kooijman Autar Notarissen
- Linde Notarissen
- Damsté Notarissen
- Huijbregts Notarissen
- Sauer & Oonk Notarissen
- Hermans & Schuttevaer Notarissen
- Notaris Goossens
- Daamen De Kort van Tuijl Notarissen
- Elan Notarissen

Legal Partners (Partners for Legal Services)

- Dutch Advocaten

Accountancy Partners (Partners for Accountancy and Fiscal Services)

- Masters in Payroll
- UWBS
- NUWEA Accountants
- Forward Fiscalisten

Insurance Partners (Partners for Insurance)

- Verzekeringen24