

GENERAL TERMS AND CONDITIONS Audit & Risk Solutions, April 2023**Definitions:**

"Terms and Conditions" means the provisions of this document.

"Claim" means a (legal) claim of any kind (whether for breach of contract, tort or otherwise).

"Client" means the natural or legal person with whom Audit & Risk Solutions enters into an assignment agreement as a contractor.

"Audit & Risk Solutions" means ZoMi B.V., trading as Audit & Risk Solutions, registered with the Chamber of Commerce under no. 69522588.

"Audit & Risk Solutions IP" means products of the mind, material, information, technologies, including web-based technologies and algorithms, and computational methods, ideas and tools, as well as trade secrets within the meaning of the Trade Secrets Protection Act, and other intellectual or industrial property, which Audit & Risk Solutions owns.

"Services" means the services as defined in the Engagement Confirmation.

"Auxiliary Person" means a third party to whom Audit & Risk Solutions has subcontracted all or part of one or more Services.

"Order" means the Order Confirmation together with these Terms and Conditions.

"Engagement Letter" means the written engagement agreement between Client and Audit & Risk Solutions, in which these Terms and Conditions are declared applicable, and any other attachments thereto.

"Personal data" means any information about an identified or identifiable natural person.

"Damages" means all Claims, damages and costs in any way related to or arising from the Engagement or the Services.

"Confidential Information" means any information, trade secrets or other proprietary information designated as confidential or confidential by its nature.

"Processor" means a natural person or legal entity, which processes Personal Data on behalf of the Controller.

"Controller" means a natural or legal person who/who, alone or jointly with others, determines the purposes and means of processing Personal Data.

1. Applicability and entire agreement

(a) The General Terms and Conditions apply to all legal relationships between the Client and Audit & Risk Solutions, except to the extent that the applicability of the General Terms and Conditions is excluded pursuant to laws or regulations or pursuant to a written agreement.

(b) The applicability of other general terms and conditions of Client or any third party is expressly excluded. These General Terms and Conditions shall furthermore

prevail at all times over any purchasing or other terms and conditions used by Client.

(c) Once the present General Terms and Conditions have been applicable to a legal relationship between Audit & Risk Solutions and the Client, the Client shall be deemed to have agreed in advance to the applicability of the present General Terms and Conditions to agreements entered into and to be entered into thereafter.

(d) The Engagement constitutes the entire agreement between the Client and Audit & Risk Solutions regarding the Services. Everything that has occurred and been discussed prior to the conclusion of the Engagement Confirmation shall be disregarded in interpreting the Engagement, unless specifically provided for in the Engagement Confirmation. The Engagement replaces all previous written and oral agreements, offers, arrangements and communications regarding the subject matter of the Engagement. Amendments to the Engagement shall only be valid if they have been made in writing, on the understanding that the scope of the Services as described in the Engagement Confirmation may be amended by mutual agreement between the parties in writing, including by email.

(e) The Engagement is valid from the moment Engagement Confirmation is signed by Client and Audit & Risk Solutions and - to the extent applicable - has retroactive effect to the commencement date stated in the Engagement Confirmation or the date Audit & Risk Solutions commenced the work.

(f) The Engagement is exclusively between the Client and Audit & Risk Solutions setting aside the provisions of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code. Audit & Risk Solutions may involve Auxiliary Persons in the execution of the Engagement - without Client's consent.

(g) Client may only hold Audit & Risk Solutions liable under the Engagement. Both parties are independent contracting parties and are not to be considered as each other's representative, distributor, (joint-venture) partner, co-owner or asset manager.

2. Obligations of the parties

(a) Obligations of Client

- (i) Client is himself responsible for determining that the (nature and scope of the) Services are in line with his needs.
- (ii) Client is obliged to cooperate in the performance of the Services by Audit & Risk Solutions and Auxiliary Persons (as applicable). Such cooperation includes, inter alia, that Client shall make and continue to make available the necessary facilities in a timely manner, timely provide the necessary data and information and, if applicable, grant access to Client's premises. Audit & Risk Solutions may assume without further investigation or further

control that the information and data provided by Client or on behalf of Client have been processed and obtained correctly, completely and lawfully and that Audit & Risk Solutions may use them. Audit & Risk Solutions depends for its services on the timely exercise of Client's responsibilities and on timely decisions taken and approvals granted by Client in connection with the Services. Audit & Risk Solutions may rely on any decisions and approvals made by Client. Client is obliged to inform Audit & Risk Solutions without delay about facts and circumstances that may be relevant in connection with the performance of the Services.

- (iii) The Client must ensure the prompt provision of information to Audit & Risk Solutions about facts and circumstances that may be relevant in the context of the execution of the Engagement.
 - (iv) Client is responsible for correct compliance with all applicable national and foreign laws and regulations regarding the protection of Personal Data, including in the context of providing and making available to Audit & Risk Solutions (Personal) data relating to its personnel, its customers or third parties, and also if such (Personal) data originate from third parties or are provided or made available to Audit & Risk Solutions by third parties on behalf of Client.
 - (v) Unless other arrangements are made in the Assignment Confirmation, Client agrees that the Services shall be deemed to be accepted by Client (and the Services or the relevant part shall be deemed/be completed) as soon as 30 days have elapsed after delivery in final form, or as soon as Client uses them for the first time in the course of business, whichever is earlier.
 - (vi) If Audit & Risk Solutions performs work at the Client's location, the Client shall provide a suitable workplace that complies with the Working Conditions Act and other laws and regulations.
- (b) Obligations of Audit & Risk Solutions
- (i) Audit & Risk Solutions only undertakes obligations to perform to the best of its ability pursuant to an Engagement. Audit & Risk Solutions shall perform the Services with the care of a reasonably acting and reasonably competent professional service provider.
 - (ii) Audit & Risk Solutions will make reasonable efforts to perform or deliver the Services in accordance with the planning and specifications stated in the Engagement Confirmation or in other documents approved in writing by Audit & Risk Solutions. However, unless otherwise expressly agreed in writing by both parties, all dates mentioned by Audit

& Risk Solutions and/or by the Client for the Services have the character of an estimate, are intended solely for planning purposes and are therefore not contractually binding.

- (iii) Deadlines within which the Services are to be completed shall only be regarded as deadlines if expressly agreed.
- (iv) In all cases - therefore also if the parties have agreed on a deadline or date - Audit & Risk Solutions shall only be in default for exceeding time after the Client has given it notice of default in writing, whereby the Client gives Audit & Risk Solutions a reasonable period to remedy the shortcoming and this reasonable period has expired. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that Audit & Risk Solutions is given the opportunity to respond adequately.
- (v) Audit & Risk Solutions is not bound by a deadline or date, whether or not final, if the parties have agreed on a change in the content or scope of the Engagement (additional work, change in specifications, etc.) or a change in the approach to the execution of the Engagement, or if the Client fails to fulfil its obligations arising from the Engagement, or fails to do so on time or in full.
- (vi) Audit & Risk Solutions may orally exchange ideas with Client during the performance of the Services or show Services to Client in draft form. The final, written version of such concept or oral advice provided to the Client replaces all earlier concepts or oral advice. If the Client bases or relies on a concept or oral advice, or allows himself to be guided by an action or omission, this shall be entirely at his own expense and risk.
- (vii) Unless the parties have expressly agreed otherwise in writing, Audit & Risk Solutions is not obliged to take into account events occurring after the agreed end date or after completion of the Services.

3. Fees and payment of invoices

- (a) Audit & Risk Solutions is entitled to the fee in accordance with the Engagement Confirmation. Unless expressly agreed otherwise in writing, this remuneration does not depend on the result of Audit & Risk Solutions' work.
- (b) Unless expressly agreed otherwise in writing, travel time, travel and accommodation expenses and other costs incurred by Audit & Risk Solutions in connection with the Engagement may be charged separately to the Client.
- (c) The Client must settle Audit & Risk Solutions' invoices after sending them to the Client within fourteen (14) days. If Audit & Risk Solutions has not received payment within fourteen (14) days of the invoice date, Audit & Risk

Solutions may charge statutory (commercial) interest. Client shall pay all taxes levied on or in connection with the invoicing of the Services, such as sales tax.

(d) Any budget for Services is based on an estimate by Audit & Risk Solutions of the scope of work to be performed, taking into account the assumptions in the Engagement Confirmation. Unless otherwise agreed in the Engagement Confirmation, a budget will be adjusted, for example if the Services turn out to be more complex or take more time than expected.

(e) Additional costs and additional fees resulting from the failure to provide information necessary for the performance of the Engagement (in a timely manner) or properly, shall be borne by the Client.

(f) If Audit & Risk Solutions carries out work or other performance at the request or with the prior consent of the Client that falls outside the content or scope of the Engagement, such work or other performance shall be reimbursed by the Client in accordance with Audit & Risk Solutions' usual rates.

(g) For payment of invoices pursuant to a jointly issued Engagement, the Clients are jointly and severally liable.

(h) Client will make payment of invoices without recourse to suspension or set-off to the bank account number specified by Audit & Risk Solutions.

(i) Audit & Risk Solutions is entitled to index the agreed fees and rates each calendar year (per 1 January) - possibly with retroactive effect - in accordance with the index figures published by Statistics Netherlands (CBS). Price increases can also take place as a result of sector-related cost increases (per 1 January or another date). Furthermore, Audit & Risk Solutions is authorised to unilaterally increase its prices at its own discretion and shall inform Client in a timely manner.

4. Duration and termination

(a) The Assignment ends as soon as the Services have been performed, subject to earlier termination in accordance with the Assignment.

(b) Unless otherwise agreed in the Assignment Confirmation, the parties may not terminate an Assignment for a definite period or entered into for the duration of a project prematurely.

(c) An Engagement entered into for an indefinite period may be terminated by Audit & Risk Solutions at any time and without cause by means of a written notice to the Client with due observance of a 30-day notice period.

(d) Without prejudice to clauses 4(b) and 4(c), either party may terminate the Engagement by giving written notice to the other party on or at any time after the occurrence of any of the following events:

- (i) a default in the performance of an obligation under the Order by either party and, if the default is curable, where the defaulting party has not cured

the default within 30 days of receipt of a notice of default;

- (ii) in the event that either party has filed for suspension of payments or bankruptcy;

- (iii) one of the parties is in bankruptcy; or

- (iv) when the assets of either party are subject to attachment.

(e) Audit & Risk Solutions is further authorised to terminate the agreement, in whole or in part, in writing with immediate effect, if:

- (i) Audit & Risk Solutions reasonably and fairly determines that it is no longer able to perform its Services in accordance with applicable laws and regulations; or

- (ii) If, after the acceptance or continuation of the Engagement, information becomes known that would have led Audit & Risk Solutions not to accept the agreement with the Client or to accept it in a modified form, unless Audit & Risk Solutions is able to adequately modify the agreement with the Client.

5. Results

(a) Unless otherwise agreed, the Client is not allowed to disclose a result (or any part or summary of a result) of the Services performed by Audit & Risk Solutions.

(b) If the Client is allowed to disclose a result, the Client is not allowed to adapt, edit or modify this result.

(c) Client is authorised to disclose information from a result only to the extent that such information has been provided by Client to Audit & Risk Solutions.

6. Property and intellectual property rights

(a) Notwithstanding the provisions under (b) of this article, Audit & Risk Solutions reserves all intellectual property rights in respect of Audit & Risk Solutions IP that has been used and/or developed in the context of the execution of the Engagement and in respect of which Audit & Risk Solutions has or can assert intellectual property rights.

(b) All intellectual property and other proprietary rights in the material and data provided by Client to Audit & Risk Solutions for the performance of the Services shall remain the property of Client.

7. Limitation of liability

(a) No exclusion or limitation of liability for Damages arises from the Engagement if:

- (i) an irrevocable judgment establishes Audit & Risk Solutions' liability for wilful intent or deliberate recklessness; or

- (ii) there is any other liability that cannot be limited or excluded by law.

(b) The maximum aggregate liability of Audit & Risk Solutions to the Client shall be limited to the greater of the following amounts:

- (i) The amount paid out by the insurer under Audit & Risk Solutions' professional liability insurance policy in relation to the relevant Claim, plus the amount of any excess in accordance with the relevant insurance policy; or
 - (ii) The total amount paid by the Client to Audit & Risk Solutions under this Engagement during the 12-month period immediately preceding the event giving rise to liability.
- (c) Audit & Risk Solutions and Auxiliary Persons shall never be liable for limitations in the use and loss of data, which loss could have been prevented by Client by making a proper back-up and storage methods in accordance with customary market practices, commercial agreements, goodwill, turnover or profit (regardless of whether such is to be considered direct, indirect or consequential damage) or for other indirect or consequential damage in connection with the Engagement or the Services.
- (d) Audit & Risk Solutions and Auxiliary Persons shall not be liable for Damage resulting from the provision of false, misleading or incomplete information or documentation by Client or third parties, non-compliance with laws or regulations in the field of privacy protection and of Personal Data which is the responsibility of Client, or the withholding of information or documentation or misrepresentation of facts regarding information or documentation by others than Audit & Risk Solutions and Auxiliary Persons.

8. Right to suspend

Audit & Risk Solutions is authorised to suspend the fulfilment of all its obligations, including the surrender of documents or other items from the Client or third parties, until such time as all due and payable claims against the Client have been paid in full.

9. Due date

Without prejudice to the Client's obligation to make timely complaints about shortcomings in Audit & Risk Solutions' performance of the Engagement, Client's Claims relating to the Engagement or the Services shall lapse one year after they arise under applicable laws or regulations.

10. Confidentiality

(a) When Audit & Risk Solutions or the Client obtains Confidential Information in connection with the Engagement, the receiving party shall not disclose it to third parties without the consent of the providing party, with the exception of disclosure to its own legal advisors but solely for the purpose of obtaining legal advice regarding its own legal position. The foregoing shall be an exception insofar as disclosure is required by or pursuant to law or pursuant to civil, criminal or administrative proceedings (including supervision and investigation), as well as insofar as such Confidential Information

- (i) is already publicly available (including information provided to a public authority and publicly available) other than as a result of a breach of this confidentiality obligation by the receiving party,
- (ii) was made available to the receiving party without further obligation of confidentiality by a party other than the providing party, who, according to the receiving party, did not thereby breach an obligation of confidentiality towards the providing party,
- (iii) has come to the knowledge of the receiving Party without a duty of confidentiality prior to disclosure by the providing Party to the receiving Party, or
- (iv) developed by the receiving party itself independently of the provision of that information by the providing party.

(b) In fulfilling their obligations under this Section 8(a), both parties undertake to exercise at least the same degree of care in the secrecy of Confidential Information of the other as they exercise in the secrecy of their own Confidential Information, in each case exercising at least a reasonable degree of care.

(c) Client will only use Services and other information provided by Audit & Risk Solutions to Client for the purposes stated in the Engagement Confirmation. More specifically, without prior written consent of Audit & Risk Solutions, Client is not allowed to use or refer to Services or other information in connection with business decisions of third parties or for advertising purposes.

(d) Unless expressly agreed otherwise in writing, all Services are for the exclusive benefit of the Client. The mere circumstance that a person other than the Client receives communications to the Client or other Services does not result in the creation of a duty of care or professional relationship towards that other person or the acceptance by Audit & Risk Solutions of any (future) liability towards that other person. This means that when copies of Services or other information provided by Audit & Risk Solutions to Client (or information derived therefrom) are provided to third parties under applicability of the above exclusions, Audit & Risk Solutions shall have no duty of care or liability to such third parties or to subsequent recipients of such copies.

11. Retention of the file

Audit & Risk Solutions shall maintain a file in relation to the Engagement. Audit & Risk Solutions shall take appropriate measures to ensure the confidentiality and safe custody of the file and keep the file in accordance with legal provisions regarding the retention period.

12. Personal data protection

(a) The parties acknowledge that Personal Data may be processed by Audit & Risk Solutions as a Controller for the purposes of or in connection with:

- (i) the provision of the Services;

- (ii) applicable requirements in laws and regulations;
- (iii) requests from and communications to competent authorities; and
- (iv) administrative, financial risk analysis and customer relationship purposes (the "Purposes"). Each party will comply with applicable data protection laws and regulations when processing Personal Data.

(b) The parties acknowledge and agree that Audit & Risk Solutions will act as a Controller when processing Personal Data for the Purposes. Audit & Risk Solutions has a Privacy Policy, available at <https://auditandrisk.nl/wp-content/uploads/Privacy-en-cookieverklaring-Audit-Risk-Solutions.pdf>, where more information can be found about the processing and protection of Personal Data by Audit & Risk Solutions when it acts as a Controller.

(c) The parties acknowledge that Personal Data may be processed by Audit & Risk Solutions as a Processor in connection with the provision of Services and that in such cases a Processor Agreement will be attached to the Engagement Confirmation. Audit & Risk Solutions uses its own processor agreement and disclaims the content of any processor agreement of Client.

13. Training and coaching

(a) Audit & Risk Solutions will carry out an assignment to provide training or coaching (of employees) of Client with due regard to a reasonable duty of care depending on the timely provision of complete and accurate data regarding the qualifications, education and experience of employees) of Client.

(b) If the scheduled training or coaching is cancelled or rescheduled by Client less than five (5) working days in advance, Audit & Risk Solutions is obliged to pass on the full costs to Client. Client is furthermore not entitled to any compensation or reimbursement.

(c) Audit & Risk Solutions may require the Client to pay the fee due in respect of the training or coaching prior to the commencement of the training or coaching.

14. Transfer

Except with the express prior written consent of the other party, neither party may assign the rights or obligations arising from an Engagement in whole or in part, it being understood that Audit & Risk Solutions may assign its rights or obligations under the Engagement to its legal successors. The parties shall neither directly nor indirectly transfer Claims arising from the Engagement to third parties.

15. Indemnification

The Client shall indemnify Audit & Risk Solutions and hold it harmless for any Damage suffered by the Client in connection with Claims of third parties in connection with the Engagement, except to the extent that it has been established by irrevocable judgment that the Damage is the

result of Audit & Risk Solutions' willful misconduct or deliberate recklessness.

16. Applicable law and choice of forum

(a) The Assignment, including all matters relating thereto, and the interpretation thereof shall be governed by Dutch law. The Vienna Sales Convention 1980 shall not apply.

(b) The court in The Hague shall have exclusive jurisdiction to hear Claims arising from or in connection with the Assignment or the Services.

17. Use of names, trademarks, etc.

Audit & Risk Solutions and Client agree that they shall not use each other's name, trademarks, service marks, logos, trade names and/or 'branding' without the prior written consent of the other with the understanding that Audit & Risk Solutions may, however, use Client's name and the performance of the Services in marketing and publicity material, to indicate their experience, as well as for internal purposes.

18. Use of electronic communication

(a) Unless otherwise agreed in writing, the parties may assume that transmission of correctly addressed faxes, e-mails (including e-mails sent via the Internet) and voicemail messages, regardless of whether they contain Confidential Information or documents relating to the Assignment, will be mutually accepted. The same applies to other means of communication used or accepted by the other party.

(b) Parties must each protect their own systems and interests and, to the extent permitted by law, accept no responsibility whatsoever to the other for any loss, damage or omissions arising in any way from the use of the internet or from Audit & Risk Solutions' use of the Client's networks, applications, electronic data or other systems.

19. Waiver of rights

Failure to directly enforce any right or power shall not affect or limit the rights and powers of Audit & Risk Solutions. Waiver of right of any term or condition will be effective only if expressly made in writing.

20. After-effects

Provisions of the Order for which it is expressly or by their nature intended that they remain in force even after expiry or termination of the Order shall remain in force after expiry or termination.

21. Conversion

If any provision in the Order or part of the Order cannot be invoked at law, the remaining part of the Order shall remain in full force and effect, on the understanding that the provision or part that cannot be invoked shall be deemed to have been amended in such a way that it can be invoked, whereby the intention of the parties with regard to the original provision or part shall be maintained as much as possible.

22. Conflicting clauses/precedence

If these General Terms and Conditions and the written Engagement Agreement contain mutually conflicting terms, the terms contained in the written Engagement Agreement shall prevail. Only the written Engagement Agreement may deviate from these General Terms and Conditions.