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# General terms and conditions

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Internet: [www.crossminds.nl](http://www.crossminds.nl)

## Rotterdam

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## Applicable to the assignments to:

### A. General

In these general terms and conditions, the following terms are defined as follows:

1. **Client:** the natural person or legal entity that has granted the Contractor the Assignment to perform Work.
2. **Contractor:** the private limited company Crossminds B.V. in Rotterdam/Goes/Breda
3. **Assignment/Work:** all that which has been assigned, or that which is performed by the Contractor on any other basis. The above applies in the broadest sense of the word and in any event includes the work as specified in the assignment confirmation.
4. **Documents:** all goods made available and to be made available by the Client to the Contractor, including - but not limited to - written documents or (digital) data carriers, as well as all goods produced by the Contractor in the context of the performance of the assignment, including written documents or (digital) data carriers.
5. **Fee:** the fee for the Contractor as stated under I, paragraph 2.
6. **Contract:** any agreement, written or verbal, between the Client and the Contractor for the performance of work by the Contractor for the benefit of the Client. If it concerns a written agreement, whether or not by means of an assignment confirmation, this work will be performed in accordance with the provisions of the written agreement.
7. **Success Fee:** any form of Fee or reward that is related to the full or partial achievement of the objectives of the intended

Realising  
full value



transaction, regardless of the wording assigned to it.

8. **Transaction Value:** the transaction value defined in the quote or Contract. If the Transaction Value cannot be easily determined due to a change in the transaction structure or for some other reason, the Contractor will determine a transaction value based on a reasonable estimate.

#### **B. Applicability**

1. These general terms and conditions apply to all agreements, and any amendments and/or additions thereto, between the Client and the Contractor, as well as to work performed by the Contractor on any other basis.
2. The Contractor is entitled to amend these general terms and conditions at all times.
3. Deviations from these general terms and conditions are only valid if and insofar as they have been agreed in writing between the Client and the Contractor.
4. Any general terms and conditions of the Client do not apply to the Contract and are therefore expressly rejected by the Contractor.
5. If any provision forming part of these general terms and conditions or of the Contract is null and void or is nullified, the remainder of the Contract will remain in force and the relevant provision will be replaced with a provision that approximates the purport of the original provision as closely as possible in consultation between the parties.

#### **C. Commencement and term of the Contract**


1. In principle, each Contract is formed and commences when the assignment confirmation signed by the Client has been received by the Contractor. As long as the Contractor has not received back the signed assignment confirmation, the Contractor reserves the right to deploy its capacity elsewhere. The assignment confirmation is based on the information provided to the Contractor by the Client at that time. The assignment confirmation is deemed to accurately and fully reflect the Contract. The Contractor is free to prove the formation of the Contract by all legal means.
2. Each Contract is entered into for an indefinite period unless it ensues from the nature, content or scope of the Contract that it has been entered into for a fixed period.
3. If the Contract has been provided verbally or the signed assignment confirmation has not

(yet) been received by the Contractor, this Contract will be deemed to have been concluded subject to the applicability of these general terms and conditions if the Contractor nevertheless commences the performance of the Contract at the Client's request.

4. In any event, the Contract will end after completion of the Assignment / Work.
5. The Client and the Contractor may terminate the Contract by giving written notice, with due observance of the provisions under N.

#### **D. Client's information**


1. The Client is obliged to provide the Contractor with all information and Documents which the Contractor, in its opinion, requires for the proper performance of the Contract in good time in the form desired by the Contractor and in the desired manner.
2. The Contractor has the right to suspend performance of the Contract until such time as the Client has complied with the obligation referred to in the previous paragraph.
3. The Client is obliged to immediately inform the Contractor of facts and circumstances that may be relevant in connection with the performance of the Contract.
4. The Client guarantees the accuracy, completeness and reliability of the information and Documents made available to the Contractor by it or on its behalf, even if they originate from third parties.
5. The additional costs and extra Fee ensuing from the delay in the performance of the Contract resulting from the failure to make the necessary information and Documents available, or to do so in good time or properly, will be borne by the Client, as well as any ensuing administrative and/or criminal penalties.
6. If and insofar as the Client so requests, the Documents made available will be returned to the Client, subject to the provisions under O.
7. The Contractor and the Client may communicate with each other electronically. Both the Contractor and the Client acknowledge that there are risks associated with the use of electronic means of communication. The Contractor and the Client hereby determine that they are not liable with respect to one other for any ensuing loss. This also applies to the use by the Contractor of electronic means of communication with third parties, including other advisers of the Client. In the event of doubt regarding the content of electronic



communication, the data extracts from the Contractor's systems will be determinant.

#### **E. Performance of work**

1. All contracts are exclusively entered into and (generally) performed by the Contractor. The applicability of sections 7:404 and 7:407(2) of the Dutch Civil Code is hereby expressly excluded. The Contractor's employees cannot be regarded as the Contractor, even if the intention is for (part of the) Assignment to be performed by a particular person.
2. The Contractor will determine the manner in which and by whom the Contract will be performed. Where possible, the Contractor will take into account the Client's timely and justified instructions regarding the performance of the Contract.
3. The Contractor will perform the Work to the best of its ability in accordance with the requirements of good workmanship. However, the Contractor cannot guarantee the achievement of any intended result.
4. The Contractor is entitled to have certain activities performed by a person or third party to be designated by the Contractor, without notification to or express permission from the Client, if the Contractor considers this desirable.
5. If applicable to the Assignment, the Contractor will perform the Contract in accordance with the NiRV's code of conduct and professional rules applicable to it, and that which is required of it under the law. A copy of the NiRV's code of conduct and professional rules applicable to the Contractor will be sent to the Client upon request. The Client will respect the obligations which apply to the Contractor or to those working at or for the Contractor under the NiRV's code of conduct and professional rules and under the law.
6. If, during the term of the Contract, work is performed for the benefit of the Client that is not part of the Work to which the Contract relates, such work will be deemed to have been performed on the basis of separate contracts. The provisions of these general terms and conditions will then also apply to those separate contracts.
7. Any time periods specified in the Contract within which the Work must be performed will only apply by approximation and will not be of the essence. Consequently, exceeding such a period does not constitute a shortcoming on the part of the Contractor and therefore does not constitute grounds for terminating the Contract. If such a term is exceeded, the Client may specify a new, reasonable period within which the Contractor must have performed the Contract, subject to force majeure or creditor's default. Exceeding that new, reasonable period does constitute grounds for the termination of the Contract by the Client.
8. Unless expressly stated otherwise in writing, the performance of the Work is not specifically aimed at detecting fraud. If the Work gives rise to indications of fraud, the Contractor will report this to the Client. The Contractor is thereby bound by the applicable laws and regulations and, if applicable to the Assignment, the code of conduct and professional rules issued by the NiRV, including - but not limited to - the Wet ter voorkoming van witwassen en financieren van terrorisme (Prevention of Money Laundering and Terrorist Financing Act (Wwft)) and the Mandatory Disclosure Rules ("MDR" or "DAC6").
9. The Client has an independent obligation to comply with the applicable laws and regulations relating to the protection of personal data. The Contractor cannot be held liable in connection with non-compliance by the Client with these laws and regulations.
10. In deviation from the Contract, the Contractor may be required to perform additional work on the basis of its (statutory) duty of care, legislation and regulations. If this arises, the Contractor will be entitled to charge for this additional work, even if the Client has not explicitly given its consent in advance for the performance of additional work.
11. The Contractor's Work is limited solely to what has been agreed between the Contractor and the Client in the Contract. All the Client's actions and/or decisions, including the Assignment given to the Contractor in writing, and the consequences thereof, as a result of the (outcome of the) Work, will be at the Client's expense and risk.
12. Insofar as the Contractor's work consists of advice, this advice will be based on the applicable laws and regulations and case law with which the Contractor may reasonably be assumed to be familiar at the time when the advice is given.
13. The Contractor is not obliged to update any advice and/or presentations provided as a



result of events which occur after completion of the Work. If required, the Client and the Contractor can conclude a new Contract to that end.

14. The advice, presentations, assumptions, principles, recommendations, etc. provided by the Contractor as part of the Work cannot under any circumstances be construed as a guarantee relating to past (or future) events or circumstances.

#### **F. Confidentiality and exclusivity**

1. The Contractor, which in this paragraph (F) must also include the persons designated by it for the performance of the Contract, is obliged to observe confidentiality with respect to third parties who are not involved in the performance of the Assignment. This confidentiality pertains to all information of a confidential nature (including personal data) made available to it by the Client and the results obtained through the processing thereof. This confidentiality does not apply insofar as statutory or - where applicable - professional rules impose a duty on the Contractor to disclose information, or insofar as the Client has released the Contractor from the duty of confidentiality. This provision also does not apply to confidential discussions with colleagues within the Contractor's organisation, insofar as the Contractor deems this necessary for the careful performance of the Contract or for the careful fulfilment of statutory or - where applicable - professional duties..
2. The Contractor is entitled to use the figures obtained after processing for statistical or comparative purposes, provided that these results cannot be traced back to individual Clients.
3. The Contractor is not entitled to use the information made available to it by the Client for a purpose other than that for which it was obtained, with the exception of the provisions of paragraph 2 and, where applicable, in the event that (an employee of) the Contractor acts on their own behalf in disciplinary, civil, criminal or penalty proceedings where this information may be relevant.
4. Without the express prior written consent of the Contractor, the Client is not permitted to disclose or otherwise make available to third parties the contents of advice, opinions or other statements, whether or not in writing, from the Contractor, except insofar as this

ensues directly from the Contract, is done in order to obtain an expert opinion on the Contractor's Work, the Client has a statutory or - where applicable - professional duty to disclose, or the Client acts on its own behalf in disciplinary, civil, criminal or penalty proceedings.


5. The Contractor is entitled to quote the Client's name and to describe the services provided in broad terms to (potential) Clients to indicate the Contractor's experience.
6. If the Contractor has received a purchase or sale mandate from the Client, during the term of the Contract the Contractor is exclusively entitled to perform the agreed work and to develop activities related to the purpose of the Contract.

#### **G. Intellectual property**

1. The Contractor reserves all rights with regard to intellectual products that it uses or has used in the context of the performance of the Contract with the Client, insofar as rights may exist or are created on those products in a legal sense.
2. The Client is expressly prohibited from providing such products to third parties, reproducing, publishing or exploiting such products, including but not limited to computer programs, system designs, working methods, advice, (model) contracts, trademarks and logos and other intellectual products, all in the broadest sense of the word, whether or not with the involvement of third parties.
3. The Client is not permitted to provide such products (or their tools) to third parties other than to obtain an expert opinion on the Contractor's Work. In that case, the Client will impose its obligations under this article on the third parties that it engages.

#### **H. Force majeure**

1. If the Contractor is unable to perform its obligations under the Contract, or is unable to do so in good time or properly, and/or fails to fulfil its obligations as a result of a cause that is not attributable to the Contractor, including but not limited to illness of employees, failures in the computer network and other disruption of the normal state of affairs within its business, those obligations will be suspended until such time as the Contractor is able to perform them in the agreed manner.

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2. If the situation referred to in the first paragraph occurs, the Client is entitled to terminate the Contract in writing in whole or in part with immediate effect, without the Client being entitled to any compensation.

#### **I. Fee**

1. The Contractor's Fee does not depend on the outcome of the work performed, unless there is a Success Fee agreed in writing or another Contract recorded in writing.
2. The Contractor's Fee may consist of a pre-determined amount per Contract and/or can be calculated on the basis of rates for each unit of time worked by the Contractor and/or may consist of or be supplemented with a Success Fee or a combination of the above, and is owed as a result of the work performed and/or still to be performed by the Contractor. If no pre-determined amount and/or Success Fee as referred to in the previous sentence has been agreed, the Contractor's Fee will be calculated and payable on the basis of rates per unit of time worked.
3. If a fixed amount per Contract has been agreed, the Contractor is also entitled to charge a rate per unit of time worked if and insofar as the Work exceeds the Work provided for in the Contract, for which the Client will then also be liable.
4. If wages and/or prices change after the formation of the Contract, but before the Assignment has commenced and/or has been performed in full, the Contractor will be entitled to adjust the agreed rate accordingly, unless the Client and the Contractor have made different arrangements in this regard.
5. The Contractor's Fee, if necessary supplemented with disbursements and invoices from engaged third parties, will be charged to the Client - including any turnover tax owed - monthly, quarterly, annually or after completion of the Work.
6. The Contractor is entitled at all times to request an advance payment in respect of the Work performed and/or still to be performed by the Contractor.
7. The Contractor's Fee will be payable no later than upon completion of the intended transaction, unless stipulated otherwise in writing in the Contract.
8. If the Contract entails an assignment for a mandate to buy or sell or assist with a purchase or sale and is terminated prematurely,


the Client will compensate the Contractor for a shortfall between a Fee calculated on the basis of the hours spent multiplied by the Contractor's hourly rates and the amounts invoiced, due or already paid to the Contractor, unless the termination of the Contract is the result of a serious shortcoming on the part of the Contractor.

9. In the event of premature termination of the Contract by the Client for no (legally) valid reason and without the Contractor having a serious shortcoming to be demonstrated by the Client, the Client will be obliged to pay the Success Fee in full and the Fee owed up to the termination of the work, plus the costs referred to in this article (paragraphs 2 and 5).

#### **J. Payment**

1. The Client must pay the invoiced amount without suspension, deduction, discount or offsetting within the agreed timescales, but in no event later than 14 days after the invoice date, in Dutch currency, at the offices of the Contractor or by means of deposits to a bank account to be designated by the Contractor.
2. If the Client has not paid within the period referred to in paragraph 1, or fails to pay within the agreed timescale, it will legally be in default and the Contractor will be entitled, without any further demand or notice of default being required, to charge the Client the statutory commercial interest on the invoiced amount from the due date until the date of full payment, all this without prejudice to the Contractor's further rights.
3. All costs arising as a result of judicial or extrajudicial collection of the claim will be borne by the Client, even insofar as these costs exceed the court order for costs. The extrajudicial costs have been set at no less than 15% of the amount to be claimed, with a minimum of € 250. The judicial costs are not limited to the costs of the proceedings to be settled, but the costs actually incurred by the Contractor will be borne in full by the Client if the court rules against the Client to a (significant) extent.
4. The Contractor will be entitled at all times to require the Client to provide (additional) security for the payments due to the Contractor in respect of the work performed or still to be performed, in a form to be determined by the





Contractor, including but not limited to an advance payment. If the Client fails to provide the required security, the Contractor will be entitled, without prejudice to its other rights, to immediately suspend the (further) performance of the Contract and all amounts owed by the Client to the Contractor for any reason whatsoever will become immediately due and payable.

5. In the event of an assignment granted jointly, the Clients will, insofar as the work has been performed for the benefit of the joint Clients, be jointly and severally liable for the payment of the invoiced amount and for everything that is owed under the Contract and which the Clients are obliged to pay by virtue of the Contract.

#### **K. Complaints**

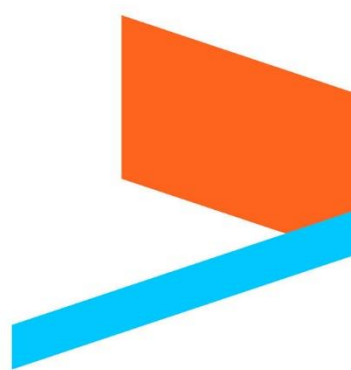
1. Complaints relating to the Work performed and/or the invoiced amount must be notified to the Contractor in writing within 14 days of the date of dispatch of the documents or information about which the Client is complaining, or within 14 days of the discovery of the shortcoming if the Client can demonstrate that it could not reasonably have discovered the shortcoming earlier.
2. Complaints as referred to in the first paragraph will not suspend the Client's payment obligation, except insofar as and up to the amount for which the Contractor has indicated that it considers the complaint to be well-founded.
3. In the event of a justified complaint, the Contractor will have the choice between adjusting the Fee charged, improving or reperforming the rejected work free of charge, or not performing the Assignment (any further) in full or in part in return for a proportionate refund of the Fee already paid by the Client. The Contractor is not obliged to do more than this.
4. If the complaint is not submitted in good time, all the Client's rights in connection with the complaint will lapse.

#### **L. Liability and indemnification**

1. The Contractor will only be liable for all direct loss suffered by the Client that is in any way related to or caused by the non-performance, late or improper performance of the Contract, regardless of the basis, up to a maximum of the amount paid out in the relevant

case under the liability insurance taken out by the Contractor, plus the amount of any excess under that insurance. If, despite the Contractor's liability, no payment is made under the aforementioned liability insurance, the Contractor's liability will in any event be limited to the amount of the Fee (exclusive of turnover tax) for the Contract in question. If the term of the Contract is longer than six months, a further limitation of the aforementioned liability will apply to the amount claimed over the last six months. All this unless there is intent or gross negligence on the part of the Contractor. Related losses are considered to be a single claim.

2. Regardless of the basis, the Contractor is not liable for:
  - loss suffered by the Client or third parties as a result of the provision of incorrect or incomplete data or information to the Contractor by the Client, or that is otherwise the result of an act or omission on the part of the Client;
  - loss suffered by the Client or third parties as a result of an act or omission by persons or third parties engaged by the Contractor or the Client (not including employees of the Contractor), even if they work for an organisation affiliated with the Contractor;
  - trading, indirect and/or consequential loss suffered by the Client or third parties, including but not limited to loss resulting from disruptions of the normal state of affairs at the Client's business.
3. The Contractor is entitled at all times, if and to the extent possible, to reverse or limit the Client's loss by rectifying or correcting the shortcoming in the defective product.
4. The Contractor will not be liable for any damage to or destruction of documents during transport or during dispatch by (digital) mail, regardless of whether the transport or dispatch is effected by or on behalf of the Client, the Contractor or third parties.
5. A claim for compensation of loss must be submitted to the Contractor in writing, stating reasons and specifying the grounds, no more than twelve months after the Client has discovered or could reasonably have discovered the loss, failing which the entitlement to compensation will lapse.
6. The Client indemnifies the Contractor against all claims by third parties, including



shareholders, directors, supervisory directors and personnel of the Client, as well as legal entities and companies affiliated with the Contractor and other parties involved in the Client's organisation that relate directly or indirectly to the performance of the Contract. In particular, the Client indemnifies the Contractor against claims by third parties for loss resulting from the Client providing incorrect or incomplete information to the Contractor, unless the Client demonstrates that the loss is not related to culpable acts or omissions on its part, or was caused by intent or gross negligence on the part of the Contractor.

7. The Client indemnifies the Contractor against all costs and against all possible third party claims in the event that the Contractor is forced by law and/or its professional rules to return the assignment and/or is forced to cooperate with government authorities that are entitled to receive information, either requested or unsolicited, which the Contractor received from the Client or third parties in the performance of the assignment.
8. Joint and several liability of individual directors and/or employees of the Contractor is expressly excluded.

#### **M. Independence**

The Client must enable the Contractor to comply with the relevant (inter)national laws and regulations regarding independence. To this end, the Client is obliged to inform the Contractor in a timely, correct and complete manner of (changes in) the (ultimate) control relationships, legal structure, financial interests, participations and other joint ventures into which its company, organisation or group to which the Client belongs enters, all in the broadest sense of the word.


#### **N. Termination**

1. The Client and the Contractor may terminate the Contract in writing with immediate effect by giving notice of termination, unless stipulated otherwise in the Contract and/or these General Terms and Conditions.
2. If the Contract ends before the Work has been completed, the provisions under letters I and J apply in full and the Client must in all cases pay the Contractor at least the Fee for the Work already performed and the costs incurred by the Contractor up to and including the date of termination of the Contract.

3. If the Work has not yet been completed, the Client may only terminate the Contract if the Client provides a substantive justification of the circumstances underlying this termination in the written notice of termination.
4. If the Client terminates the Contract before the Work has been completed while a Success Fee has been agreed, the Client will owe the Success Fee pursuant to the provisions under I, paragraph 9.
5. If the Client terminates the Contract before the Work has been completed, the Client will also be obliged to compensate the Contractor, including compensation as a result of loss of capacity utilisation, plus compensation for additional costs already incurred or yet to be incurred by the Contractor, including costs ensuing from the possible cancellation of third parties engaged by the Contractor, with the Contractor's records being considered conclusive proof for determining the loss in question; the Contractor is not obliged to pay any compensation to the Client.
6. If and insofar as the Contractor terminates the Contract by giving notice of termination, it is obliged to inform the Client, with justification, of the reasons underlying the termination, and to do everything in the Client's interest that the circumstances require insofar as it can reasonably be expected to do so.
7. If the Contractor terminates the Contract, the Client will be entitled to cooperation from the Contractor in the transfer of Work to third parties, in return for payment of the associated costs, unless there is an intentional act or omission or wilful recklessness on the part of the Client as a result of which the Contractor is forced to terminate the Contract. A condition for the aforementioned entitlement to the Contractor's cooperation is that the Client has paid all advance invoices and expenses claims.
8. If the Fee consists (partly) of a Success Fee, any termination of the Contract will not affect the provisions at letters I and J.

#### **O. Right of suspension**

The Contractor is entitled to suspend performance of all its obligations, including the release of Documents or other items to the Client or third parties, until such time as all (due and payable) claims, including advances, against the Client have been settled in full. The aforementioned right to suspend its obligations will also accrue to



the Contractor if the Contractor has good reason to fear that the Client will not comply with its (future) (payment) obligation for the Assignment granted to the Contractor by the Client.

#### **P. Sundry**

1. During the performance of the Assignment and within one year after termination of the Assignment, neither party may employ the other party's personnel or negotiate employment with such personnel, unless with the prior written consent of the other party. The party that nevertheless employs one or more employees of the other party despite this recruitment ban is obliged to pay that other party at least the recruitment costs that the other party will have to incur in order to hire one or more replacement employees.
2. In the event that the general terms and conditions and the assignment confirmation contain conflicting conditions, the conditions contained in the assignment confirmation will apply.
3. The provisions of these general terms and conditions and the obligations ensuing therefrom will remain in force following the termination of the Contract.
4. Unless expressly stipulated in the assignment confirmation, the Contractor will not provide any investment advice, which also means that the Contractor's statements cannot be interpreted as investment advice.

#### **Q. Applicable law and choice of forum**


1. All contracts between the Client and the Contractor are governed by Dutch law.
2. All disputes relating to and/or ensuing from contracts and legal relationships between the Client and the Contractor which do not fall within the jurisdiction of the Cantonal section of the District Court will be exclusively settled by the competent court in the district in which the Contractor is also domiciled. Nevertheless, the Contractor is entitled to submit disputes to the competent court in the Client's place of domicile.
3. Contrary to the provisions of paragraph 2, the Client and the Contractor may opt for a different method of dispute resolution.

#### **R. Protection of personal data**

1. The GDPR-related terms used in this article have the same meaning as defined in the General Data Protection Regulation (GDPR).

2. In the event of processing of personal data by the Contractor as a result of the performance of an Assignment, the Contractor will qualify as an independent controller or as a processor, depending on the nature of the Assignment.
3. In determining its capacity as controller or processor, the Contractor will comply with the applicable laws and regulations and, more specifically, the GDPR Guidelines for Accountants, Tax Advisers and Salary Professionals. On this basis, the Contractor will often be considered an independent controller in the performance of the Assignment/Work with regard to the personal data that the Contractor processes in that context.
4. If the Contractor qualifies as a processor, the Contractor and the Client will enter into a separate processor agreement with each other, which will be attached to the associated Contract. The processor agreement must have been concluded between the parties before the Assignment/Work is performed. The Contractor expressly reserves the right to suspend performance of the Assignment/Work as long as no processor agreement has been concluded between the parties.
5. If the Client qualifies as an (independent) controller, the provisions in paragraphs 6 through 8 of this article specifically apply.
6. The Client will process the personal data that the Contractor generates in the performance of the Assignment/Work and which personal data the Contractor provides to the Client in a proper and careful manner and in accordance with the GDPR and other applicable legislation and regulations relating to the protection of personal data.
7. The Client will rectify, supplement, restrict, delete, transfer or block the personal data referred to in 6 at the Contractor's first request if a data subject has properly invoked rectification or erasure of data (right to be forgotten), the restriction of processing, the right to data portability and/or the right to object with regard to that personal data to the Contractor.
8. The Client indemnifies the Contractor against any claim by a data subject, supervisory body or any other third party that is the result of or originates from unlawful processing i) by the Client of the personal data provided by the Client, or to which the Client has given access, to the Contractor or ii) of the personal





data the Client has had generated by the Contractor.

#### **S. Online services**


1. The Contractor uses systems supplied by third parties and its own systems in order to be able to provide online services. The Contractor may refer the Client entirely to the relevant third party, after which a contract may be concluded between the third party and the Client. The Client may also conclude the contract directly with the Contractor. In the latter case, the third party's general terms and conditions must be read as if they were the Contractor's general terms and conditions. Any general terms and conditions of third parties or other contractual obligations will be notified prior to or at the conclusion of the contract with the third party.
2. Sections 6:227b(1) and 6:227c of the Dutch Civil Code do not apply to the Contracts that have been or will be concluded between the Contractor and the Client.
3. If the Client interfaces with the Contractor's systems, the Client will inform the Contractor at all times of any changes to the systems on the part of the Client. The Contractor has a best-efforts obligation with regard to these interfaces (also known as APIs). The Contractor is entitled to charge additional costs for maintaining the interfaces. In addition, the Contractor is entitled to no longer support certain interfaces. If the Client wishes to interface with a third party engaged via the Client, the Contractor will never be responsible for the interface with this third party.
4. When using the online services, the Client will comply with the law and regulations. If the Client uses the Contractor's services in a manner that violates the law and/or the rights of third parties, the Contractor is entitled to suspend the services under the Contract.
5. The Client is not permitted to use the agreed services for more than one company or to allow several people to work under one account, unless the Contractor has granted express written permission for this.
6. If, in the opinion of the Contractor, the operation of the server(s) or network of the Contractor or of third parties is threatened due to excessive requesting or sending of data (which can give rise to performance problems and/or security risks), the Contractor is

entitled to take all measures it deems reasonably necessary to avert or prevent this risk.

7. For the safe use of the online services, the Client must in any event take the following measures into account:
  - a. Login details (such as username and password and any other authentication factors) must be kept securely and not shared with unauthorised persons;
  - b. Passwords must be long enough and not obvious, so that they cannot be cracked without extraordinary efforts;
  - c. Peripherals with which the online services are used must always be provided with a working, legitimate and up-to-date version of a virus scanner of a brand which is reliable or generally deemed to be reliable;
  - d. Portable peripherals (such as laptop, tablet or telephone) must always be secured with a password, fingerprint and/or other reliable authentication tools if they are used to access the online services;
  - e. The online services should only be accessed from networks that can reasonably be trusted.

A third party as referred to in the first paragraph of this article may impose additional requirements with regard to the secure use of the relevant online service. The Contractor is not responsible for misuse and may assume that someone who logs in to the services with the Client's login data is also actually (under the authority of) the Client. The Client must inform the Contractor if the Client suspects that login details has fallen into the hands of unauthorised persons. In such cases the Contractor is entitled to take appropriate measures.

8. The version of the relevant communication (or measurement performed) received or stored by the Contractor will be considered proof thereof, subject to proof to the contrary by the Client.
9. The Contractor will endeavour to ensure uninterrupted availability of the agreed services, but offers no guarantees in this respect, unless expressly agreed otherwise in the Contract by means of a Service Level Agreement.
10. The Contractor reserves the right to temporarily deactivate the services for the purpose of maintaining, modifying or improving the Contractor's services and web servers. The



Contractor will attempt to arrange this deactivation in such a way as to minimise disruption for users. The Contractor will never be liable with respect to the Client in connection with the aforementioned deactivation.