

General conditions Practical BV *

Article 1. Definitions

The capitalized definitions have the following meanings in the context of these general terms and conditions:

- 1.1 Contractor: Practical BV who has accepted the assignment (as referred to in Article 1.3).
- 1.2 Client: the (legal) person who has given the Assignment (as referred to in Article 1.3) to one of the above-mentioned legal entities.
- 1.3 Assignment / Agreement: the assignment agreement in which the Contractor (as referred to in Article 1.1) undertakes to perform activities with regard to the other party, the Client (as referred to in Article 1.2).
- 1.4 Parties: Client and the Contractor.
- 1.5 Working day: two half-days of four hours, unless agreed otherwise by the Parties.

Article 2. Applicability

- 2.1 These general terms and conditions apply to all offers and / or quotations and assignments, including any follow-up assignment or amended or additional assignment, with regard to the performance of work by the Contractor, as well as to the agreements concluded and any further agreements resulting from this, or legal acts between the Client and the Contractor, or their legal successors, unless agreed otherwise in writing.
- 2.2 Clauses deviating from these conditions must at all times be confirmed explicitly and in writing by the Contractor.
- 2.3 The code of conduct and professional rules for the employees of the Contractor involved in the implementation form part of the agreement. The Client declares to always fully respect the obligations arising from this for the Contractor.
- 2.4 The applicability of the general terms and conditions of the Client and other provisions printed on documents of the Client is expressly rejected.
- 2.5 The agreement is first concluded and commences when the order confirmation signed by the Client has been returned by the Contractor or has been confirmed by email. If the order has been given verbally, or if the order confirmation has not been returned signed or confirmed by email, the order will be deemed to have been concluded when the execution actually started. This is in any case assumed at the moment that the Client provides company information on the basis of which the activities offered can commence.
- 2.6 The Agreement supersedes and replaces all prior proposals, correspondence, arrangements, or other communications, whether written or oral.
- 2.7 The Agreement is entered into for an indefinite period of time, unless it follows from the content, nature or purport of the assignment that it has been entered into for a definite period of time.
- 2.8 Each Agreement is entered into under the suspensive condition that the Client proves to be sufficiently creditworthy for the financial performance of the agreement. In this context, the Contractor is entitled to demand security from the Client at or after the conclusion of the agreement for the fulfillment of its obligations under the agreement. The Client is not entitled to suspend the assignment in the aforementioned claim.
- 2.9 The assignment is exclusively accepted and executed by one of the legal entities as mentioned in Article 1.1. The assignment is not entered into with a view to a specific person who collaborates with the Contractor or who exercises a profession in his service. The applicability of Article 7:404, which provides an arrangement for this, and of Article 7:407, paragraph 2 of the Dutch Civil Code, which establishes joint and several liability for the cases in which two or more persons are given an assignment, is expressly excluded.

Article 3. Client information

- 3.1 The Client is obliged to provide the Contractor with all Documents which the Contractor deems necessary for the correct execution of the Assignment granted in the desired form, in the desired manner and in a timely manner. The contractor determines what is to be understood by the desired form, desired manner and on time.
- 3.2 The Client guarantees the correctness, completeness and reliability of the Documents provided by it, even if these originate from third parties, unless the nature of the Assignment dictates otherwise.
- 3.3 The Contractor has the right to suspend the execution of the Assignment until the Client has not fulfilled the obligations referred to in the first and second paragraphs.
- 3.4 The Client indemnifies the Contractor against damage resulting from incorrect or incomplete Documents.
- 3.5 At the expense and risk of the Client, the extra costs and extra hours incurred by the Contractor, as well as other damage to the Contractor, due to the Client's failure to provide, on time or properly provide Documents necessary for the performance of the Work.
- 3.6 At the Client's first request, the Contractor will return the original Documents provided by the Client to the Client.
- 3.7 With regard to the processing of personal data, the Contractor concludes the processor agreement attached to the Agreement, as referred to in Article 28 of the GDPR.

Article 4. Execution Assignment

- 4.1 The Assignment is carried out by or on behalf of the Client to the best of its knowledge and ability and the requirements of good workmanship. However, the contractor cannot guarantee that any intended result will be achieved.
- 4.2 The Contractor will always carry out the Assignment in accordance with the applicable rules of conduct and professional rules and the professional ethics applicable in general traffic.
- 4.3 The Contractor determines the manner in which and by which employees the assignment will be executed, taking into account as much as possible timely and responsible instructions from the Client regarding the execution of the Assignment.
- 4.4 After consultation with the Client, the Contractor has the right to replace an employee, even if the employee in question is mentioned by name in the order confirmation.
- 4.5 If and insofar as required for the proper execution of the Assignment, the Contractor has the right to have certain activities carried out by third parties in consultation with the Client.
- 4.6 The Client will ensure that all information, of which the Contractor indicates that it is necessary or which the Client should reasonably understand to be necessary for the proper execution of the Assignment, is provided to the Contractor in a timely manner. If the information required for the execution of the assignment is not made available to the Contractor or his representative in time, the Contractor has the right to suspend the execution of the assignment. All additional costs resulting from this delay will be charged to the Client at the usual rates.
- 4.7 The Client guarantees the correctness, completeness and reliability of the data and documents made available to the Contractor, even if these come from third parties.
- 4.8 The Client must ensure that the Contractor's employee is provided with an adequately equipped workplace and that other facilities are provided free of charge, including computer, telephone and fax facilities.
- 4.9 The Contractor and the Client will, at the initiative of each of them, consult in the following situations:
 - 4.9.1 A substantial change is made to the character, nature, content, duration or scope of the Assignment;
 - 4.9.2 Client instructs to carry out work for an organization other than that of Client;
 - 4.9.3 If a difference of opinion is found with the Client regarding the manner of carrying out the Assignment.
- 4.10 The Client and the Contractor will immediately inform each other, if, for whatever reason, the planned work cannot be carried out or cannot be carried out within estimated time schedule. Times such as deadlines, milestones, delivery dates or other terms are only estimates and only deadlines when agreed in writing.
- 4.11 The Contractor can perform more activities and charge the Client than the Assignment has been given, if the Client has given permission for this, unless the activities fall within the Contractor's duty of care.
- 4.12 If the Client or the Contractor wishes to involve third parties in the execution of the Assignment, they will only do so after agreement has been reached between the Client and the Contractor.
- 4.13 When the assignment is terminated, a final report can be issued by the Contractor.

Article 5: Renewal and termination of the agreement

- 5.1 The parties are entitled to prematurely terminate this agreement during the contract period, subject to a notice period of six months, unless reasonableness and fairness oppose termination or termination on such a term. Cancellation must always be effected by registered letter, stating the reasons for cancellation.
- 5.2 Notwithstanding the previous paragraphs of this article, Parties can terminate this agreement with immediate effect without giving reasons if:
 - 5.2.1 the other party is declared bankrupt;
 - 5.2.2 the other party is granted a (provisional) moratorium; π
 - 5.2.3 the other party's business is liquidated;
 - 5.2.4 a substantial part of the other party's movable and / or immovable property or other property is seized under a precautionary or enforcement order;

- 5.2.5 The Client imposes on the Contractor actions that are contrary to the applicable law, the Articles of Association of the Client, the decisions and guidelines of the organs of the Client and the Contractor and / or the professional ethics of the Contractor;
- 5.2.6 the other Party fails to fulfill its obligations and does not fulfill these obligations within fourteen days after this reminder has been sent, after being notified in writing.
- 5.3 If one of the Parties terminates the agreement for the reasons stated in Article 5.2, this party is not obliged to pay any compensation to the canceled party, with the exception of costs incurred by the Contractor. In addition, the Client will still owe a fee equal to the agreed fee calculated on the basis of the work already performed.
- 5.4 Parties cooperate in all that is necessary to effectuate the dissolution and termination of the mutual agreement.
- 5.5 In the event of termination or cancellation as referred to in this article, the following obligations will continue after the end of the Agreement:
 - 5.5.1 outstanding bills;
 - 5.5.2 confidentiality;
 - 5.5.3 intellectual property rights;
 - 5.5.4 liability. These will continue to exist for as long as the Contractor can reasonably claim their continued existence.
- 5.6 If the Client has (prematurely) terminated the contract, the Contractor is entitled to compensation for the loss of occupancy that has arisen on its side and to be made plausible, as well as compensation for additional costs that the Contractor has already incurred and costs arising from any cancellation of engaged third parties (such as - inter alia - any costs related to subcontracting).
- 5.7 If the Contractor has (prematurely) terminated, the Client is entitled to the Contractor's cooperation in the transfer of Work to third parties, unless there is intent or deliberate recklessness on the part of the Client, as a result of which the Contractor is forced to terminate. A condition for the right to cooperate as stipulated in this paragraph is that the Client has paid all underlying outstanding advances or all invoices.
- 5.8 The Client has access, with due regard to the uptime, to the entered Data and the accounting based on it for the duration of the Agreement. The Data supplied by the Client as well as the contents of the accounting can be requested by the Client itself via various export functions and stored on its own storage medium. These data can be consulted with generally available software. After termination of the Agreement, the Contractor will export the data and transfer it to the Client. After this transfer, the Data will remain available for a period of six months, during which the Client will be able to transfer or store the Data on another storage medium or domain. This six-month period is only intended for data portability and does not entitle the Client to any other use of the Services (such as keeping accounts). Costs will also be charged per month.
- 5.9 The Client must ensure adequate compliance with applicable statutory retention periods with regard to the data used or entered. The Contractor has no legal retention obligation for the Data entered by the Client or for the data entered for or on behalf of the Client.
- 5.10 The Contractor may use administrative Data, with the exception of personal data within the meaning of the General Data Protection Regulation (GDPR), for analysis purposes. The Contractor will not use the personal data that it receives from Users in any way, other than for the implementation of the Agreement, subject to deviating legal obligations.
- 5.11 The assignment given to the contractor does not expire due to the death of the client; his rights and obligations pass to his heirs and / or legal successor.

Article 6: Fees / Fee / Payment

- 6.1 The Contractor will ensure that a time statement of the Assignment is kept per month, which serves as the basis for calculating the fee / fee for the Assignment performed. In addition to the fee, the client is obliged to reimburse the costs of the contractor as well as the invoices of third parties engaged by the contractor.
- 6.2 The Contractor invoices monthly in advance. Payment of the invoice amount must be made - without entitlement to a discount or setoff - within fifteen working days counting from the date of the invoice. If the Client does not meet the invoice within the aforementioned period, it will be in default by operation of law and will be obliged to reimburse the statutory interest applicable at that time or, if applicable, the statutory commercial interest plus 15% of the unpaid part as compensation for extrajudicial costs for collection.
- 6.3 In the event of the Client's liquidation, bankruptcy or moratorium, the Client's outstanding financial obligations to the Contractor at that time are immediately due and payable.
- 6.4 Payments made by the Client always serve to settle, in the first place, all interest and costs owed, secondly, due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice, unless the parties provide otherwise, agree.
- 6.5 In the event of an assignment given jointly, the clients are jointly and severally liable for the payment of the invoice amount, insofar as the work has been performed for the benefit of the joint clients.
- 6.6 The Contractor is entitled to increase the fees agreed with the Client annually. This increase will be communicated via the Yuki Platform or in another way at least one month before the increase comes into effect. The User explicitly agrees with the increases if they keep pace (at most) with the CBS Consumer Price Index (2020 = 100).

Article 7: Subscription

- 7.1 This article applies to the relationship between the parties only if there is a document signed by the Client and the Contractor showing that it has been agreed between the parties that the Contractor carries out work for the Client on the basis of a subscription.
- 7.2 In principle, all articles of these general terms and conditions apply to a subscription, with the exception of the first sentence of article 6.1, unless a situation occurs as referred to in article 4.6. Articles 2.7 and 5.1 do not apply either.
- 7.3 The Client takes out a subscription with the Contractor for the period agreed between the parties.
- 7.4 The Client can only cancel the subscription at the end of the term of the subscription, subject to a notice period of six months. Cancellation must always be effected by registered letter, stating the reasons for cancellation.
- 7.5 If the Client has not canceled the subscription or has not canceled it with due observance of the three-month notice period, the subscription will be renewed tacitly for the period agreed between the parties, with a maximum of one year.
- 7.6 If the parties have agreed that the Contractor will carry out activities for the Client that are not included in the subscription agreed between the parties, the usual rates for these activities will be charged to the Client in accordance with Article 6.1. If this is the case, the Client will receive an indication by e-mail in advance, after which the implementation will be carried out without notice.

Article 8: Advertising

- 8.1 Complaints regarding the work performed and / or the invoiced amount must be made in writing within 30 days of the date of the invoice or other information about which the Client complains.
- 8.2 If the complaint is not instituted by the Client in time, all rights of the client in connection with that complaint lapse.
- 8.3 Paragraphs 1 and 2 do not apply if the Client discovers the possible defect at a later date and can demonstrate that he could not reasonably have discovered the defect earlier. In that case too, a complaint must be made in writing.
- 8.4 In no case does a complaint suspend the payment obligation.
- 8.5 In the event of a justified complaint, the Contractor has the choice between adjusting the fee charged, improving or redoing the relevant work free of charge or completely or partially not performing the assignment against a refund of the amount already paid by the client. fee in proportion.

Article 9: Liability

- 9.1 The Contractor is only liable to its Client for damage that is the direct result of a shortcoming in the fulfillment of the agreement attributable to the Contractor, if and insofar as the damage is based on normal professional knowledge and experience and with due observance of normal attention and manner. of professional practice could have been avoided. The Contractor is liable up to a maximum of the amount of the fee that the Contractor has received for the relevant Assignment. In the case of an assignment with a lead time longer than six months, a further limitation of the aforementioned liability applies to a maximum of the fee over the last six months.
- 9.2 The limitation of liability included in the previous paragraph does not apply if the damage is due to intent or gross negligence on the part of the Contractor.
- 9.3 The Client is obliged to indemnify and indemnify the Contractor with regard to damage resulting from or related to the work of the Contractor on behalf of the Client, except insofar as these claims are the result of gross negligence or intent on the part of the Contractor and unless any mandatory (inter) national law or regulation does not allow such a provision

- 9.4 The Client will at all times indemnify the Contractor, its employees and any third parties engaged to execute the agreement against all claims by third parties that are in any way related to work, Products delivered or custom work performed by the Contractor for the Client, unless the claim is the result of intent or gross negligence on the part of the Contractor.
- 9.5 The Contractor is never liable for any indirect damage to the Client or third parties, including consequential damage, loss of turnover and profit, loss of data and non-material damage.
- 9.6 The Contractor is not liable for damage to or destruction of documents during transport or dispatch by or on behalf of the Client, Contractor or third parties.
- 9.7 The Contractor is at all times entitled, if and insofar as possible, to make good the damage suffered by the Client.
- 9.8 The limitations of liability laid down in paragraph 3 of this article are also stipulated for the benefit of third parties engaged by the contractor for the execution of the assignment, including other Practical companies, who can therefore directly invoke this limitation of liability.
- 9.9 The contractor is not liable for damage resulting from intent or gross negligence by third parties engaged by the contractor for the execution of the assignment.
- 9.10 Any liability of the contractor lapses no later than 36 months (3 years) after the tax returns of the relevant financial year have been submitted, plus the period for which postponement has been granted.
- 9.11 Any liability of the contractor lapses if the client has not given the contractor the opportunity to be present during a tax audit for the relevant period, in addition if the client has not given the contractor the opportunity to repair the shortcoming in question and in the event that further work has taken place in connection with or in connection with that shortcoming, without the client having involved the contractor.
- 9.12 The client must report the shortcomings referred to in this article within 1 month after he / she has become aware of this or should reasonably have been, failing which any liability of the contractor is excluded. Liability is in any case and always excluded, except and insofar as the professional liability insurance taken out by the contractor entitles to a payment.
- 9.13 The Contractor is never liable for any damage of whatever nature suffered by the Client in connection with the temporary non-availability, the temporary incorrectness or the temporary non-availability of the Services.
- 9.14 The Contractor is never liable if it is not given the opportunity to fully complete the work. If the Contractor has not drawn up annual accounts and the Client withdraws the assignment, it is at all times fully liable for the damage that will arise in the present and in the future due to the incorrect completion of, for example, the annual accounts

Article 10: Delivery

- 10.1 Items purchased by the Client on the advice or through the intermediary of the Contractor always travel at the risk of the Client, regardless of what has been agreed by the Parties with regard to the costs of transport and insurance.
- 10.2 The Client is obliged to take receipt of the goods in the absence of which the Contractor will be entitled to store or store the goods at the expense and risk of the Client at itself or at third parties and / or at the expense and risk of the Client, to (let) sell. All costs and damages in connection therewith and in connection with possible renewed delivery are for the account of the Client.
- 10.3 Delivery takes place in the manner as stipulated in the agreement as agreed by the Parties.
- 10.4 The delivery time stated in the agreement is only an estimate of the expected delivery time. No rights can be derived from this. The Client can therefore never claim compensation, termination of the agreement or non-fulfillment of any obligation to the Contractor.
- 10.5 All transport, driving, installation, packaging and / or shipping costs are always for the account of the Client, unless the Parties have expressly agreed otherwise in writing.

Article 11: Force majeure

- 11.1 Force majeure means circumstances that prevent the fulfillment of the obligation and that cannot reasonably be attributed to the Contractor and its representative. Circumstances that may cause force majeure are (not exhaustive): strikes, wildcats, political strikes, illness of an irreplaceable representative of the Contractor and a general lack of goods or services required for the realization of the agreed assignment.
- 11.2 The party that is prevented by force majeure from completing the agreement can, without any obligation to pay compensation and without prejudice to its further rights, dissolve this agreement without judicial intervention.
- 11.3 A party that foresees that he will fail to perform due to force majeure, will immediately report this force majeure to the other party in writing, with clear motivation.
- 11.4 The Client will at all times, even in case of force majeure, reimburse the services already provided by the Contractor under the assignment, in accordance with the original offer.

Article 12: Confidentiality

- 12.1 Parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source under the agreement. This obligation does not apply insofar as one of the parties has a legal or professional obligation to disclose or one party is relieved of its duty of confidentiality by the other. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
- 12.2 Unless there is any statutory provision, regulation or other (professional) rule that the Client is obliged to disclose or the Contractor has given written permission to do so, the Client will not disclose the content of reports, advice or other written or non-written statements by the Contractor to third parties.
- 12.3 Parties use the greatest possible care when using information that has come to their knowledge under the agreement.
- 12.4 The parties have contractually arranged that the third parties engaged by them must observe secrecy with regard to all information of a confidential nature as described above in paragraph 11.1 and concern the activities of the Parties and the affiliated companies. This obligation applies both during the term of this agreement and after its termination.
- 12.5 Upon termination of the assignment and full payment of the amount owed to the Contractor, the Contractor is obliged to immediately make the information obtained from the Client under the assignment, including written documents and data files, available to the Client.

Article 13: Recruitment ban

- 13.1 During the term of the agreement, as well as for a period of one year after the end of this agreement, the Client undertakes not to enter into or cause to be concluded any direct or indirect contractual relationship, by whatever name, with an employee of the Contractor who the performance of the Assignment was involved, its replacement, or with auxiliary persons and / or third parties engaged by the Contractor in the context of this agreement, unless the parties agree otherwise.
- 13.2 In the event of a breach, the Client will owe the Contractor a direct, non-mitigable, payable fine of six times the gross monthly salary of the employee concerned, as was the case with the Contractor most recently, or six times the average amount invoiced by the auxiliary person and / or third party, the last six months invoiced, in both cases increased by an amount of € 5,000 (in words: five thousand euros) per week that the violation continues - whereby a part of a week is completed to a full week - which increase is maximized to also six times the gross monthly salary of the employee concerned, as last applied to the Contractor or six times the average by the auxiliary person and / or third party invoiced amount calculated over the last six months invoiced, without prejudice to the right of the Contractor to claim full compensation if this is higher than the aforementioned fine.

Article 14: Intellectual property

- 14.1 Without prejudice to the provisions of Article 12 (confidentiality), the Contractor reserves all intellectual property rights that were developed by or on behalf of the Contractor in the performance of the assignment, or were previously developed by or on behalf of it, or were previously owned by or on behalf of the Contractor, developed, even if the items subject to intellectual property are listed as a separate item in the offer, in the offer or in the invoice.
- 14.2 All documents provided by the Contractor, such as reports, advice, designs, sketches, drawings, software, etc. are exclusively intended to be used for the Client's own use. The Client is not entitled to reproduce, disclose or notify third parties regarding the aforementioned information and documentation without the Contractor's prior written permission.
- 14.3 The Contractor also reserves the right to use the knowledge gained through the execution of the work for other purposes, under the express condition that no confidential information is brought to the attention of third parties.

Article 15: Electronic Communication

- 15.1 During the execution of the Assignment, the Client and the Contractor can communicate with each other at the Client's request by electronic means.

- 15.2 The Client and the Contractor are not liable to each other for damage that may arise from one or each of them as a result of the use of electronic means of communication, including - but not limited to - damage as a result of non-delivery or delay in the delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software / equipment used for sending, receiving or processing electronic communication, transmission of viruses and the failure or malfunctioning of the telecommunication network or other means required for electronic communication, except for insofar as the damage is the result of intent or gross negligence.
- 15.3 Both the Client and the Contractor will do or not do everything that can reasonably be expected of them to prevent the aforementioned risks from occurring.
- 15.4 The data extracts from the sender's computer systems provide compelling evidence of (the content of) the electronic communication sent by the sender until the contrary is provided by the recipient.
- 15.5 The Contractor will create an office environment for the Client on the Cloud Platform indicated by the Client, in which the Client can make his administration available. The Contractor creates a digital archive for Clients working with the Yuki Platform and makes a domain available.
- 15.6 Taking into account the state of the art and the implementation costs, as well as the various risks of infringement in terms of probability and seriousness, the Contractor will take appropriate technical and organizational measures to secure and secure the Data that is processed in and via the Cloud applications for the Client, to keep.
- 15.7 Contractor outsources the hosting of its Cloud services to a professional hosting provider. The data entered by the Client is stored in a database managed by that third party. The Client has been informed of this and agrees to this party.

Article 16: Other Provisions

- 16.1 If the Contractor carries out Work at the location of the Client, the Client will provide a suitable workplace that complies with the statutory health and safety standards and other applicable regulations with regard to working conditions. The Client must ensure that the Contractor is in that case provided with office space and other facilities that, in the opinion of the Contractor, are necessary or useful to execute the Agreement and that meet all (legal) requirements. With regard to (computer) facilities made available, the Client is obliged to ensure continuity, including through adequate backup, security and virus control procedures.
- 16.2 The Client will not hire or approach any Employees involved in the performance of the Work to enter into or work for the Client, either temporarily or indirectly, or to perform activities directly or indirectly on behalf of the Client, whether or not as an employee during the term of the Agreement or any extension thereof and during the 12 months thereafter.

Article 17: Applicable law and choice of forum

- 17.1 The Agreement is governed by Dutch law.
- 17.2 All disputes will be settled by the competent court in the district in which the Contractor is established.
- 17.3 The provisions of paragraphs 1 and 2 of this article are without prejudice to the Client's option to submit a dispute to the Disputes Council and / or to follow the complaints procedure.

Article 18: Repair clause Voidness

- 18.1 If any provision from these general terms and conditions or from the underlying Assignment / Agreement should be wholly or partly void and / or not valid and / or unenforceable, as a result of any statutory regulation, court decision or otherwise, this will not only have consequences for the validity of all other provisions of these general terms and conditions or the underlying Assignment / Agreement.
- 18.2 If a provision of these general terms and conditions or the underlying Assignment / Agreement should not be valid for a reason as referred to in the previous paragraph, but would be valid if it had a more limited scope or scope, this provision will - first of all - automatically apply to the most far-reaching or most extensive, more limited scope or scope with which or in which it is valid.
- 18.3 Without prejudice to the provisions of paragraph 2, the parties may, if desired, enter into consultations in order to agree on new provisions to replace the invalid or nullified provisions. In doing so, the aim and intent of the void or nullified provisions will be aligned as much as possible.