

Article 1 General

The terms used in the present General Terms and Conditions shall be defined as follows:

1. General Terms and Conditions: the present General Terms and Conditions of **RSM Netherlands (GRC) Consultancy B.V.**
2. Service provision: any type of service provision, in the broadest sense of the word, commissioned from RSM Netherlands (GRC) Consultancy B.V.
3. Assignment: the assignment to have activities performed.
4. Principal: the party who has commissioned, or intends to commission, RSM Netherlands (GRC) Consultancy B.V. to perform activities.
5. Agreement: the agreement signed between RSM Netherlands (GRC) Consultancy B.V. and the Principal.
6. Parties: the Principal and RSM Netherlands (GRC) Consultancy B.V.

Article 2 Applicability of the General Terms and Conditions

1. The General Terms and Conditions, with the exclusion of the General Terms and Conditions of the Principal, apply to, and form an integral part of, the Agreement signed between the Principal and RSM Netherlands (GRC) Consultancy B.V. and shall apply to all aspects of the Service Provision as well as to any promotional offers, further agreements or consecutive assignments carried out by RSM Netherlands (GRC) Consultancy B.V., unless Parties have expressly agreed otherwise in writing.
2. The General Terms and Conditions shall also apply to any natural persons who are directly or indirectly involved in the Service Provision by, or on behalf of, RSM Netherlands (GRC) Consultancy B.V.
3. Any deviations from the General Terms and Conditions shall be expressly agreed upon between Parties and laid down in writing.
4. In the event that any provision of the General Terms and Conditions has become or is declared to be void, the other provisions of the General Terms and Conditions will remain in full force.
5. RSM Netherlands (GRC) Consultancy B.V. shall at all times be entitled to modify and/or make additions to the General Terms and Conditions. Such modifications and/or additions shall not apply retroactively.

Article 3 Performance of the Assignment

1. During or as a result of its Service Provision, RSM Netherlands (GRC) Consultancy B.V. shall be obliged to observe the care that can be reasonably expected of it under the given circumstances.
2. RSM Netherlands (GRC) Consultancy B.V. shall determine the way in which the Service Provision is performed. Where possible, RSM Netherlands (GRC) Consultancy B.V. shall observe well-considered instructions by the Principal with respect to the performance of the Assignment that are communicated in a timely fashion.
3. During the performance of the Assignment, RSM Netherlands (GRC) Consultancy B.V. shall be entitled to involve one or more persons who are not directly or indirectly associated with it if it deems such action desirable with a view to carrying out the Assignment in a way that produces optimal results for all parties involved. Any omissions or failures by such a person shall only be attributed to RSM Netherlands (GRC) Consultancy B.V. in the event that the Principal is able to demonstrate that RSM Netherlands (GRC) Consultancy B.V.'s selection of the person has not been sufficiently thorough.

Article 4 Obligations of the Principal

1. The Principal shall be responsible for all data and documents that RSM Netherlands (GRC) Consultancy B.V. deems necessary for a proper performance of the Assignment and the Principal should in all reason understand to be necessary for the performance of the Assignment. The Principal shall accordingly make these data and documents available to RSM Netherlands (GRC) Consultancy B.V. in a timely fashion, in the desired format as well as in the desired way.

2. Any additional costs incurred by RSM Netherlands (GRC) Consultancy B.V. as a result of a delay in the performance of the Assignment due to an omission on the Principal's part to make the requested data and documents available to RSM Netherlands (GRC) Consultancy B.V. in a timely and proper fashion are for the account of the Principal.
3. The Principal shall see to it that it will be in the lawful possession of relevant personal details and that such personal details are made available to RSM Netherlands (GRC) Consultancy B.V. in a lawful way for the purpose of the Assignment. RSM Netherlands (GRC) Consultancy B.V. shall exclusively edit the personal details made available to it at the Principal's responsibility.
4. The Principal shall allow RSM Netherlands (GRC) Consultancy B.V. and any persons involved in the performance of the Assignment by or on behalf of RSM Netherlands (GRC) Consultancy B.V. to share details regarding the Principal and the Assignment with other persons affiliated with RSM Netherlands (GRC) Consultancy B.V., insofar as this is deemed necessary or useful for the purpose of relationship management.

Article 5 Fees

1. The fees calculated by RSM Netherlands (GRC) Consultancy B.V. shall be based upon the hourly rate agreed between RSM Netherlands (GRC) Consultancy B.V. and the Principal. The Principal shall be obliged to pay fees to RSM Netherlands (GRC) Consultancy B.V. in the event that RSM Netherlands (GRC) Consultancy B.V. has performed Service Provision at the Principal's request.
2. In the event that RSM Netherlands (GRC) Consultancy B.V., after signing the Agreement with the Principal, but before the Assignment has been fully performed, should adjust its hourly rate, RSM Netherlands (GRC) Consultancy B.V. shall be entitled to adjust the agreed rate as per the 1st of January of each subsequent year.
3. Before the Service Provision starts as well as during the performance of the Service Provision, RSM Netherlands (GRC) Consultancy B.V. shall be entitled to suspend its Service Provision until the moment the Principal has paid an advance determined in all reason and fairness to RSM Netherlands (GRC) Consultancy B.V. for the Service Provision that is to be performed.
4. Where necessary, the fees charged by RSM Netherlands (GRC) Consultancy B.V. shall be augmented with advances and declarations by third parties contracted by RSM Netherlands (GRC) Consultancy B.V., including outstanding payment of value-added tax, either on a monthly basis or directly charged to the Principal's account upon completion of the Assignment.

Article 6 Payment

1. Payments by the Principal to RSM Netherlands (GRC) Consultancy B.V. shall take place without deductions, discounts or settlements as well as within the agreed terms, but under no account later than fourteen days after the invoice date. No objections whatsoever made against the submitted declarations shall result in a suspension of the Principal's payment obligations.
2. Any payments to RSM Netherlands (GRC) Consultancy B.V. made by the Principal shall be in Euros, unless the Agreement expressly states a different currency. The Principal shall pay RSM Netherlands (GRC) Consultancy B.V. by transferring the outstanding amount to a bank account indicated by RSM Netherlands (GRC) Consultancy B.V.
3. In the event that the Principal fails to pay within the specified term, or omits to pay within the further agreed term, the Principal shall legally be in omission. In such an event, RSM Netherlands (GRC) Consultancy B.V. shall be entitled to charge the Principal with legal interest on the outstanding amount from the expiry date, without further summons or formal notice, without prejudice to the other rights of RSM Netherlands (GRC) Consultancy B.V.
4. Legal or extrajudicial (collection) costs incurred by RSM Netherlands (GRC) Consultancy B.V. in all fairness due to an omission on the Principal's part to observe its payment obligations will be charged to the Principal's account. The extrajudicial costs shall amount to 15% of the outstanding amount.

Article 7 Liability

1. RSM Netherlands (GRC) Consultancy B.V. shall not accept any liability whatsoever for any damages resulting from the performance of the Assignment or related to the Service Provision, with the exception of damage resulting from malice or gross negligence on the part of RSM Netherlands (GRC) Consultancy B.V.
2. The liability of RSM Netherlands (GRC) Consultancy B.V. and any persons involved in the performance of the Service Provision and Assignment for the purpose of the Assignments received by RSM Netherlands (GRC) Consultancy B.V. from the Principal, shall be limited to the amount RSM Netherlands (GRC) Consultancy B.V. is entitled to on the basis of its liability insurance policy, augmented with the own risk indicated by said insurance policy.
3. Without prejudice to Article 6:89 of the Dutch Civil Code, the right to damages shall expire after at least twelve months after the occurrence of the event that directly or indirectly caused the damage and for which RSM Netherlands (GRC) Consultancy B.V. is held liable.
4. In the event that one or more third parties require RSM Netherlands (GRC) Consultancy B.V. to pay damages associated with or resulting from the Service Provision performed by RSM Netherlands (GRC) Consultancy B.V. at the Principal's request, the Principal shall indemnify RSM Netherlands (GRC) Consultancy B.V. against such payment obligations as well as any related costs, insofar as RSM Netherlands (GRC) Consultancy B.V. is obliged to pay more damages to the third parties than it would have had to pay the Principal in the event that the Principal proper would have required RSM Netherlands (GRC) Consultancy B.V. to pay damages for damage incurred by the third parties.

Article 8 Confidentiality

1. RSM Netherlands (GRC) Consultancy B.V. shall have a duty of confidentiality towards third parties that are not involved in the performance of the Service Provision. This confidentiality applies to all non-public information that has been made available to RSM Netherlands (GRC) Consultancy B.V. by the Principal as well as any results obtained through the processing of this information.
2. The duty of confidentiality with regard to non-public information shall not apply in the event that legal stipulations or industry guidelines require RSM Netherlands (GRC) Consultancy B.V. to disclose such information.
3. RSM Netherlands (GRC) Consultancy B.V. shall not be entitled to use the information that has been made available to it by the Principal for any other purpose than the purpose for which such information was made available to it.

Article 9 Applicable law and choice of court

1. Dutch law shall exclusively apply to any Agreements signed between RSM Netherlands (GRC) Consultancy B.V. and the Principal to which the present Terms and Conditions apply in whole or in part, including parties that use the Service Provision performed by RSM Netherlands (GRC) Consultancy B.V.
2. Any disputes that arise as a result of an Agreement between RSM Netherlands (GRC) Consultancy B.V. and the Principal to which the present General Terms and Conditions apply in whole or in part, or as a result of further Agreements from which such Agreements may be derived, shall be settled before the competent court in Haarlem, the Netherlands.