

GENERAL TERMS AND CONDITIONS

Jurato B.V.



Table of contents

1. General.....	3
2. Conclusion of an assignment	3
3. Performance of an assignment.....	3
4. Rates.....	4
5. Payment and invoicing	4
6. Performance of an assignment.....	4
7. Intellectual property	5
8. Privacy	5
9. Force majeure	5
10. Complaints.....	6
11. Liability and indemnity.....	6
12. Other provisions.....	6



1. General

- 1.1. These general terms and conditions apply to all quotations and work performed by Jurato, and to follow-up assignments. The client's acceptance without comment of a quotation or confirmation of assignment that refers to these general terms and conditions will constitute agreement with these general terms and conditions.
- 1.2. These general terms and conditions also apply to assignments for which Jurato engages third parties.
- 1.3. These general terms and conditions may only be deviated from if the parties have agreed this in advance in writing.
- 1.4. In these general terms and conditions, "written" or "in writing" is understood to mean: by post, by WhatsApp, by fax or e-fax, or by e-mail, provided that the identity of the sender and the authenticity of the communication are sufficiently certain. The client bears the burden of proof regarding the receipt of electronic communications.
- 1.5. If any provision of these general terms and conditions is null and void or annulled, the other provisions will remain in force and the null and void or annulled provision(s) will be replaced by new text that does justice to the purport of the original provision.
- 1.6. Jurato may amend or supplement these general terms and conditions and will announce such amendments or supplements.

2. Conclusion of an assignment

- 2.1. All of Jurato's quotations are without obligation and are valid for 30 days. Jurato cannot be bound by quotations if they include an obvious mistake or clerical error.
- 2.2. If the client's acceptance deviates from the offer included in the quotation, whether on minor points or not, Jurato cannot be bound by it.
- 2.3. Quotations and rates do not automatically apply to new or follow-up assignments of the client.
- 2.4. An assignment is concluded when Jurato sends the client a confirmation of assignment and, if applicable, the advance has been paid.

3 / 6

3. Performance of an assignment

- 3.1. Jurato determines how the assignment will be performed and by whom. In doing so, Jurato will take the wishes expressed by the client into consideration as much as possible.
- 3.2. If and in so far as the proper performance of the assignment so requires, Jurato has the right to have specific work performed by third parties. Jurato is not required to request the client's permission for this.
- 3.3. Jurato performs all services to the best of its knowledge and ability. Jurato has a best efforts obligation in that respect; never an obligation of result.
- 3.4. When performing the assignment, Jurato will be guided by the information provided by the client. The client is responsible for the accuracy of this information. The client must inform Jurato without delay of any facts and circumstances that have changed and/or may be important for the performance of the assignment.
- 3.5. The client must provide all information Jurato requires to perform the assignment properly and in a timely manner. The client will bear any costs or extra costs to obtain the required information.



- 3.6. If the client has provided Jurato with insufficient or incorrect information, Jurato may terminate the assignment and hold the client liable for any ensuing loss.
- 3.7. A time period agreed on with Jurato can never be construed as a strict deadline, unless it concerns time limits in legal proceedings, or unless agreed otherwise.

4. Rates

- 4.1. Unless a fixed price is agreed on with the client, the fee owed will be based on the hourly rate plus additional costs. When calculating the time spent, the smallest unit of time that will be applied is six minutes.
- 4.2. Any additional costs (i.e. travel and accommodation expenses, third-party costs, court fees, etc.) incurred or paid by Jurato will be passed on to the client. Additional costs will be discussed with the client in advance.
- 4.3. If a fixed price is agreed and extra work must be performed, Jurato will inform the client in writing about the financial consequences of the extra work that is not included in the fixed price.
- 4.4. Jurato has the right to index the agreed rate annually with effect from 1 January.
- 4.5. All rates used by Jurato are exclusive of VAT.

5. Payment and invoicing

- 5.1. After the submission of the first or subsequent draft or the first or subsequent drafts of the assignment, the client will owe the full or remaining invoice amount to Jurato.
- 5.2. Jurato will send the client an electronic invoice for the amount owed by the client. The client agrees to electronic invoicing.
- 5.3. Jurato may request an advance from the client. A paid advance will be deducted from the final invoice.
- 5.4. Jurato's payment term for invoices is 14 days after the invoice date. Objections against the amount of the invoice will not suspend the client's payment obligation.
- 5.5. Unless the client is a consumer, the client will immediately be in default if it has not paid within the payment period. The client is liable for all judicial and extrajudicial costs ensuing from late payment.
- 5.6. Jurato has a right of retention in respect of all data, documents and other items in its possession, until the client has paid all outstanding invoices.
- 5.7. Payments made by the client will always first serve to settle any interest and costs owed, and then to settle the due and payable invoices.
- 5.8. Jurato is at all times entitled to require additional security from the client before work is resumed.
- 5.9. In the event of liquidation, bankruptcy, attachment or suspension of payments in respect of the client, Jurato's claims against the client and the client's obligations in respect of Jurato will become immediately due and payable. If there are multiple clients, these will be jointly and severally liable for the payment of the full invoice amount.

6. Performance of an assignment

- 6.1. The parties will keep confidential all information that has been qualified as confidential by one of them or that the other party should understand to be confidential information.



This duty of confidentiality will continue to apply even after termination of the assignment and may only be overridden on the basis of a statutory obligation to disclose.

- 6.2. The client will not disclose the content of agreements, reports, advice and other written and verbal statements of Jurato, unless Jurato has given its express written permission to do so or they were drawn up with the intention that third parties may take cognisance thereof. The obligations ensuing from this clause will also remain in effect after the termination of the assignment.

7. Intellectual property

- 7.1. Jurato reserves all rights in relation to products it has used and/or developed as part of the assignment.
- 7.2. The client is prohibited from directly or indirectly reproducing, disclosing and/or exploiting – in the broadest sense of the word – products, including working methods, advice, models and other services, of Jurato.
- 7.3. If Jurato has drawn up general terms and conditions, agreements, advice or other legal documents for the client, the copyright of these documents accrues to Jurato. The client will receive a right of use exclusively for its own use in respect of the documents concerned. The client is not free to sell those documents on to any third parties and/or use them for a commercial purpose. In the event of a copyright infringement, the client will owe Jurato an immediately due and payable penalty of EUR 5,000, without any notice of default being required.

8. Privacy

5 / 6

- 8.1. In respect of the performance of the assignment, Jurato is to be regarded as a controller within the meaning of the General Data Protection Regulation (GDPR).
- 8.2. The manner in which Jurato ensures the client's and third parties' privacy is described in the privacy statement as published on the website <https://www.jurato.nl/privacystatement/>
- 8.3. If Jurato receives requests directly from the data subject(s) from whom the personal data originate, Jurato may forward these requests to the client for further handling.
- 8.4. If a data breach occurs in respect of which personal data is processed in the context of the assignment with the client, Jurato will inform the client after it has become aware of the data breach. In that case, Jurato will independently inform the Dutch Data Protection Authority, if necessary. In case of a serious data breach, the parties will discuss who will inform any data subject(s) about the data breach.
- 8.5. Jurato is not liable for any loss resulting from a failure on the part of the client to comply with privacy or other legislation. The client indemnifies Jurato against third-party claims on the basis of such loss. This indemnification also applies to the costs incurred by Jurato in connection with those claims, including the costs of legal or other proceedings and the costs of any fines imposed on Jurato.

9. Force majeure

- 9.1. Jurato's obligation to perform ceases to apply in case of a situation of force majeure. In that case, the parties will enter into consultations regarding the performance of the assignment. If this period of time is longer than two months, Jurato may dissolve the assignment without being obliged to pay the client compensation.
- 9.2. The client must pay for work already performed prior to the situation of force majeure.



- 9.3. In these general terms and conditions, the term “force majeure” – in addition to the meaning attributed to it in the law and case-law – also refers to all external causes, anticipated or unanticipated, that are beyond Jurato's control but prevent Jurato from performing its obligations.

10. Complaints

- 10.1. Complaints regarding work performed by Jurato and/or Jurato's invoices must be filed in writing within 14 days of the complaint being established. After this term, the client will be considered to have accepted the work and/or the invoice.
- 10.2. Jurato will express its position on the complaint no later than 14 days after receiving it.
- 10.3. Filing a complaint will never suspend the client's payment obligations.
- 10.4. In the event of a valid complaint, Jurato will have the choice between adjusting the fee charged, improving or redoing the rejected work free of charge, or not or no longer performing part of the assignment, in exchange for restitution of an amount equal to the fee already paid by the client. If it is no longer possible or worthwhile to still perform the agreed work, Jurato will only be liable within the boundaries of Clause 11.

11. Liability and indemnity

- 11.1. Jurato is not liable in the event of a situation of force majeure.
- 11.2. If a mistake is made because the client provided incorrect or incomplete information to Jurato, Jurato will not be liable for the ensuing damage or loss.
- 11.3. Jurato will not be liable for indirect loss, including consequential loss, lost profit, lost savings and loss due to business interruption.
- 11.4. Jurato's liability is limited to the amount actually paid out by Jurato's liability insurer in the case concerned. If Jurato's insurer does not pay out, or does not pay out the full amount, Jurato's liability will be limited to the maximum amount invoiced for the service from which the damage or loss arose.
- 11.5. The client indemnifies Jurato against all third-party claims relating to the assignment. The client also expressly indemnifies Jurato against third-party claims relating to intellectual property rights in respect of information the client has provided to Jurato.
- 11.6. Jurato's limitations of liability also apply to third parties it engages, including: shareholders, executive directors, supervisory board members and employees of the client, as well as affiliated legal entities and companies and other parties involved in the client's organisation.

6 / 6

12. Other provisions

- 12.1. Jurato may suspend performance of its work if the client fails in the performance of its payment or other obligations. This will not affect Jurato's right to claim compensation.
- 12.2. The client gives Jurato permission to use its name and logo in the context of Jurato's promotional activities.
- 12.3. All assignments between the Jurato and the client are governed by Dutch law.
- 12.4. All disputes that may arise between Jurato and the client, in respect of which no solution can be reached in consultation, will be submitted exclusively to the competent court of the Midden-Nederland District Court.