

Article 1 Definitions

The terms listed below, in alphabetical order, have the following meanings for the purposes of this Agreement and will be used in this Agreement with a capital letter:

Professional misconduct

Shortcomings, such as mistakes, negligence, negligence, which a competent and careful Service Provider should avoid under the given circumstances with due observance of normal attention and normal professional knowledge and practice.

Agreement

The Agreement concluded between the Client and the Service Provider regarding the services in the field of administrative support.

Business days

Calendar days, with the exception of weekends and generally recognized public holidays in the Netherlands, on which the agreed services will be provided.

Article 2 Subject

2.1 The Client hereby grants the assignment to the Service Provider, which assignment is hereby accepted by the Service Provider to:

- a. conducting and maintaining the customer's accounts at least at a legal minimum level;
- b. the timely preparation and submission of VAT returns;
- c. conducting correspondence and consultation which is necessary for the correct implementation of points a and b.

After consultation with the Service Provider and mutual consent, the Client is entitled to change the nature and scope of the service during the term of the Agreement within reason with immediate effect.

2.2 The Service Provider hereby declares to be sufficiently aware of the objectives of the Client with regard to the present Agreement and agrees to this. The Client has provided the Service Provider with sufficient and correct information for this purpose and will - if desired - provide the Service Provider with further information insofar as that information is available at the Client.

Article 3 Term of the Agreement

3.1 The Agreement commences on xx-xx-xxxx. From 1 January of the following year, the agreement will be tacitly renewed annually for a period of one calendar year, unless terminated in writing with due observance of the notice period.

Article 4 Performance of the Agreement

4.1 The Service Provider shall ensure that the progress of services is not interrupted by illness, holidays and other reasons of absence by the Service Provider's personnel.

4.2 The Client is liable for the timely and correct delivery and completeness of all information provided by the Participants. The service provider is responsible and liable for the proper and careful management and storage of data and data carriers. Information and/or data about Participants will not be made available to third parties by the Service Provider without the Client's consent. The Service Provider is prepared to offer the Client the opportunity to monitor this at any time.

4.3 On Working Days between 9.00 and 17.00, the Service Provider can be reached by appointment for the Client.

4.4 In the performance of the services by the Service Provider, all legal obligations and the applicable regulations must always be complied with.

Article 5 Price

5.1 The prices charged for the services provided are net prices, exclusive of VAT. No VAT will be charged to the Client by the Service Provider on services that are not subject to VAT.

5.2 The compensation consists of a fixed monthly amount of money. Every year, as of 1 January, a price correction takes place, based on the statutory inflation rate plus a 1 percentage point. The amount of the compensation was announced to the Client at the time of signing this agreement.

5.3 The prices can be changed once a year on January 1, with the next date being January 1 of the following year.

5.4 Payment term is 14 days after invoice date.

Article 6 Invoicing

6.1 Invoicing of the agreed services takes place by means of monthly invoices.

6.2 For any additionally agreed services that fall outside the scope of this agreement, the Service Provider will make a summary statement once a month about the past period, which will be sent to the Client as an invoice.

6.3 The billing address at the start of this Agreement is: (invoice address)

Article 7 Payment

7.1 Payment takes place within fourteen (14) days after receipt of the invoice by Client.

7.2 If the payment has not been made 1 month after the due date, the Client has authorized UDEB Administratiekantoor Bv to collect the amount owed. If the collection is not successful within 1 month and/or payment has not been made, the amount due will be transferred to the collection agency.

Article 8 Confidentiality

8.1 Within the framework of this Agreement, both parties observe strict confidentiality with regard to information about each other's organizations insofar as it concerns information that can be regarded as confidential, or of which the confidential nature can reasonably be suspected. Each of them shall ensure that its personnel likewise observe the provisions of the previous sentence. All in accordance with the law on privacy.

8.2 The Service Provider undertakes not to make the results of its services available to third parties in any form, nor to provide any information about this to third parties, unless the Client has given explicit permission for this in writing. The Client is entitled to attach conditions to the granting of this permission.

8.3 The Service Provider does not mention this Agreement in external publications or advertisements without the prior written consent of the other party.

Article 9 Guarantees

9.1 The parties guarantee that all obligations arising from this Agreement or relevant laws and regulations will always be complied with.

9.2 The Service Provider guarantees that the services to be performed by or on behalf of it under this Agreement will be performed in a professional manner without interruption and with the deployment of sufficient manpower. For this, the Service Provider may use the services of third parties, either under contract or by temporarily hiring staff.

Article 10 Liability

10.1 The Service Provider accepts no liability for the Client's non-payment or late payment obligations. The Client remains responsible at all times for the timely payment of invoices and other financial obligations issued to it by third parties.

10.2 The Service Provider accepts no liability for the manner of business operations by the Client and the associated consequences for the Client.

Article 11 Dissolution

Except as provided elsewhere in this Agreement:

each of the parties is entitled to dissolve this Agreement out of court by means of a registered letter if the other party fails to fulfill its obligations

under this Agreement even after a written reminder stating a reasonable period of time;

b) The Client is entitled without any reminder or notice of default being required and out of court, to dissolve this Agreement by means of a registered letter with immediate effect if the Service Provider

- applies for a moratorium or provisional moratorium or if he is granted a moratorium or provisional moratorium;
- Service provider files for bankruptcy or is declared bankrupt;
- the Service Provider's company is liquidated;
- Service provider discontinues its current business;

• a substantial part of the assets of the Service Provider is seized or the Service Provider is otherwise no longer able to fulfill the obligations under the Agreement and/or a further Agreement.

11.2 In the cases described below and insofar as granted below, each of the parties has the right to dissolve the Agreement in whole or in part with immediate effect:

a) Each party when the other party invokes force majeure and the force majeure period has lasted longer than thirty days or as soon as it is established that it will last longer than thirty days;

b) Client when the Service Provider commits serious breach of contract, which in any case is the case if: Service Provider or personnel deployed on behalf of Service Provider, carries out work or performs acts that (may) affect the reliability or image of the Client.

11.3 Dissolution of the Agreement takes place by registered letter to the other party.

11.4 In the event of dissolution of this Agreement, the Service Provider is obliged to do everything that is reasonably necessary to ensure a responsible transfer of the services to another service provider. This also applies at the end of the Agreement.

11.5 Obligations which by their nature are intended to continue even after dissolution of the Agreement, shall continue to exist after dissolution of this Agreement. These obligations include, among other things: payment for services rendered, liability, confidentiality, rights of ownership and use, dispute settlement, applicable law and competent court.

Article 12 Final provisions

12.1 This Agreement is governed by Dutch law.

12.2 Disputes regarding this Agreement will be submitted to a competent court, unless the parties agree to arbitration or binding advice.

Article 13 Appendices

13.1 The Appendix below forms part of this Agreement and therefore forms an essential part:

Appendix 1 Quote

Article 14 Choice

I hereby declare that I have made the choice for variant:

If the number of items indicated per year is exceeded, the settlement retroactively applies for the current year with the beginning of January.

Thus drawn up and signed in duplicate in Amstelveen on xx-xx-xxxx.