

General Terms and Conditions of service of Van Oers Corporate Finance B.V.

A. General

In these General Terms and Conditions, the following terms have the following meanings:

1. Client: the natural person who or legal entity that has commissioned the Contractor to carry out Work.
2. Contractor: Van Oers Corporate Finance B.V. All Agreements will – to the exclusion of Sections 7:404 and 7:407(2) of the Dutch Civil Code – be entered into with the Contractor and will be performed exclusively by the Contractor. This also applies if the Client's explicit or tacit intention is for the Work to be carried out by a specific person or specific persons.
3. Work: any work commissioned or carried out by the Contractor on any other account. The above applies in the broadest sense and in any case includes the Work as referred to in the engagement letter.
4. Documentation: all goods, including documents or data carriers, the Client makes available to the Contractor, as well as all goods, including documents or data carriers, the Contractor produces or collects within the framework of the carrying out of the engagement.
5. Agreement: any arrangement between the Client and the Contractor to have the Contractor carry out Work for the benefit of the Client, in accordance with the provisions of the engagement letter.
6. When using a version in a language other than Dutch, the terms in these General Terms and Conditions must at all times be interpreted in accordance with Dutch law.
7. If the Contractor does not always require strict compliance with these General Terms and Conditions, this does not mean that the conditions do not apply at any time, or that the Contractor, in any way, loses the right to require strict compliance with any provision of these General Terms and Conditions in other cases.
8. The Contractor is authorised to unilaterally amend these General Terms and Conditions at any time. The above applies on the understanding that it is obliged to notify the Client of the changes.

B. Applicability

1. These General Terms and Conditions will apply to: all offers, quotations, engagements, legal relationships and agreements, however named, through which the Contractor undertakes/will undertake to carry out Work for the Client, as well as to all Work arising from this for the Contractor.
2. Any derogations from and additions to, these General Terms and Conditions will only be valid if expressly agreed upon in writing in – for example – a written agreement or engagement letter.
3. If these General Terms and Conditions and the engagement letter contain mutually conflicting terms, the terms contained in the engagement letter will apply.
4. The Contractor hereby expressly excludes applicability of the general terms and conditions of the Client.
5. The underlying Engagement/Agreement – along with these General Terms and Conditions – sets all full arrangements between the Client and the Contractor regarding the Work for which the Agreement was entered into. Any previous arrangements or proposals made between the parties in this regard lapse.
6. The Client with whom one Agreement has been entered into under these General Terms and Conditions accepts the applicability of these General Terms and Conditions to all subsequent quotations from the Contractor and Agreements between the Client and the Contractor.
7. If one or more provisions of these General Terms and Conditions are void or voided, the other provisions of these General Terms and Conditions will continue to apply in full. If any provision of these General Terms and Conditions or of the Agreement is not legally valid, the parties will negotiate about the content of a new provision, which provision will approach the content of the original provision as closely as possible.
8. The provisions in the Agreement or in these General terms and conditions which, by their nature or expressly, are intended to remain in force after termination or expiration of the Agreement, shall remain in full force and effect after such termination or expiration, including, but not limited to, articles B, G, I, J, L, R, T and U paragraph 3..

C. Commencement and term of the Agreement

1. Each Agreement is only formed and only commences after the engagement letter signed by the Client has been returned to and signed by the Contractor. The confirmation is based on the information the Client has provided to the Contractor at that time. The confirmation will be deemed to accurately and completely reflect the Agreement.
2. The parties are free to prove the formation of the Agreement by other means.
3. Every Agreement is entered into for an indefinite period of time, unless it follows from the nature, content or scope of the engagement given that it was entered into for a definite period of time.
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D. Client data

1. The Client is obliged to provide the Contractor with any data and Documentation that, in its own opinion, the Contractor requires for the proper performance of the Agreement, in due time and in the desired form and manner.
2. The Contractor has the right to suspend performance of the Agreement until the Client has complied with the obligation as referred to in the preceding paragraph.
3. The Client is obliged to inform the Contractor without delay of any facts and circumstances that may be relevant in connection with the performance of the Agreement.
4. The Client warrants the accuracy, completeness and reliability of the data and documents made available to the Contractor by it or on its behalf, even if these originate from third parties. The Contractor shall not be liable for any damage, of whatever nature, resulting from incorrect and/or incomplete data provided by the Principal to the Contractor
5. The additional costs and additional remuneration resulting from a delay in the performance of the Agreement caused by a failure to provide the requested data, or a failure to do so in time or do so properly, will be at the Client's expense.
6. If and to the extent requested by the Client, the documents made available will be returned to the Client, subject to the provisions at N.
7. Before completion of the Work, the Contractor may provide oral, draft or interim advice, reports and presentations. In such case, the final written advice or written final report prevails.
8. The Contractor has no obligation to update oral or written advice, reports or outcomes of the Work in connection with events that occur after the version of the advice, report or outcomes was delivered.

9. the Principal shall indemnify the Contractor against any damage suffered by the Contractor and/or third parties resulting from files or data provided by the Principal to the Contractor that are infected with viruses, malware or other software that disrupts computer systems, collects (sensitive) data, or otherwise causes damage.
10. The Principal is obliged to inform the Contractor in writing without undue delay as soon as it becomes aware of infected files that it has shared with or transferred to the Contractor and/or data and systems to which the Contractor's data and/or systems have been exposed in connection with the Work.
11. The Contractor excludes its liability, to the maximum extent permitted under mandatory law, in relation to situations in which the Principal's data is damaged or lost, without prejudice to the provisions of Article L of these General terms and conditions

E. Performance of the Agreement

1. The Contractor will determine the manner in which and by which person(s) the Agreement will be performed. Where possible, the Contractor will take into account timely and responsible instructions provided by the Client regarding the performance of the Agreement.
2. The Contractor will carry out the Work to the best of its knowledge and ability and as a diligent professional. However, the Contractor cannot guarantee that any intended result will be achieved.
3. If, in the Contractor's opinion, this is desirable, the Contractor is entitled to, without notification to and explicit permission from the Client, have certain Work carried out by a person or third party to be appointed by the Contractor.
4. The Contractor will perform the Agreement in accordance with the rules of conduct and professional rules that apply to it, which form part of the Agreement, and that which is required of it by law. A copy of the rules of conduct and professional rules that apply to the Contractor will be sent to the Client upon request. The Client will respect the obligations that arise from these rules of conduct and professional rules and under the law for the Contractor or for those working at or for the Contractor, respectively.
5. If, during the term of the Agreement, Work is carried out for the benefit of the Client's profession or business that is not covered by the Work to which the Agreement relates, the relevant Work will be deemed to have been carried out under separate Agreements.
6. Any terms set out in the Agreement within which the Work is to be carried out are approximate only and not strict deadlines. Consequently, such terms being exceeded does not constitute an attributable failure on the part of the Contractor and, accordingly, no ground for dissolution of the Agreement. Terms within which the Work is to be completed are only to be regarded as strict deadlines if this has been expressly agreed upon in so many words between the Client and the Contractor.
7. Unless expressly stated otherwise in writing, the performance of the Agreement is not specifically aimed at detecting fraud. If the Work produces indications of fraud, the Contractor will report this to the Client. In doing so, the Contractor will comply with the applicable laws and regulations, and the regulations and guidelines issued by the various professional organisations.
8. The Contractor will perform the Agreement on the basis of exclusivity, which means that, during the term of the Agreement, the Client may not give a similar engagement to third parties.
9. The Work performed by the Contractor does not include the identification, analysis and/or reporting of obligations under international information exchange regimes, such as the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS), unless explicitly agreed otherwise in writing in advance.

F. Secrecy and exclusivity

1. The Contractor is obliged to observe secrecy towards third parties not involved in the performance of the Agreement. This secrecy concerns all information of a confidential nature the Client has made available to it, and the results obtained by processing such information. This secrecy does not apply insofar as statutory or professional regulations, including but not limited to the reporting obligation arising from the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme – Wvft*) and other national or international regulations of a similar nature, impose a duty of disclosure on the Contractor, or insofar as the Client has released the Contractor from the duty of secrecy. This provision also does not prevent confidential consultation between colleagues within the Contractor's organisation, insofar as the Contractor deems this necessary for a careful performance of the Agreement or for careful compliance with statutory or professional obligations.
2. Provided that those results cannot be traced back to individual Clients, the Contractor is entitled to use the numerical results obtained after processing for statistical or comparative purposes.
3. Except as provided in paragraph 2, the Contractor is not entitled to use the information the Client makes available to it for a purpose other than that for which it was obtained, and in the event that the Contractor defends itself in disciplinary, civil, administrative or criminal proceedings, in which these documents may be relevant. If the Contractor is accused of having committed or participated in an offence or a crime, it is entitled to disclose Documentation of the Client to the Tax Inspector or to the court, if disclosure is necessary within the framework of the Contractor's defence.
4. Except with the Contractor's explicit prior written consent, the Client is forbidden from disclosing the contents of advice, opinions or other statements made by the Contractor, whether in writing or not, to third parties or otherwise making these available to third parties, except insofar as this arises directly from the Agreement, is done to obtain an expert opinion on the relevant Work of the Contractor, or insofar as the Client has a statutory or professional duty to disclose, or the Client is defending itself in disciplinary, civil or criminal proceedings.
5. The Contractor must always submit the advertisements to the Client for approval, which approval will not be refused on unreasonable grounds and will be granted or refused within a reasonable time.

G. Intellectual property

1. The intellectual property rights to all that which the Contractor uses and/or makes available within the framework of the performance of the Agreement are vested in the Contractor or its licensors. Unless expressly provided otherwise in writing, nothing in the Agreement or these terms and conditions is intended to transfer intellectual property rights.
2. The Client is expressly forbidden from providing those products – which includes, without limitation, computer programmes, system designs, working methods, advice, contracts, model contracts, analyses or models and other intellectual products – to third parties, or reproducing, publishing or exploiting those products, all this in the broadest sense, whether or not with the involvement of third parties.
3. The Contractor may grant the Client a right of use of programmes, software, etc. Unless otherwise agreed, such right of use will always end when the Agreement ends. After termination of the right of use, the Client must stop using the software, etc., and may not resume its use. The Client must remove any software from its systems.
4. The Contractor is entitled to take technical measures to protect its own or its licensors' intellectual property rights and other rights. The Client is expressly forbidden from removing or circumventing these measures.
5. Other than to obtain an expert opinion on the Contractor's Work, the Client is forbidden from making those products or resources thereof available to third parties. In such case, the Client must impose its obligations under this article on the third parties it engages.

H. Force majeure

1. If, due to a cause not attributable to it – which includes, without limitation, employee illness, breakdowns in the computer network and other stagnations in the normal course of business within its company – the Contractor is unable to comply with its obligations under the Agreement or unable to comply with these in time or properly, compliance with those obligations will be suspended until the Contractor is able to comply with these in the agreed manner after all.
2. Insofar as, at the time the force majeure arises, the Contractor has already complied or will be able to comply with some of its obligations, the Contractor will be authorised to invoice the obligations that have been or will be met separately. The Client is obliged to pay the relevant invoice as if it were a separate Agreement.

I. Remuneration

1. The Contractor is entitled to suspend the carrying out of its Work before the start of the Work and in the interim until the Client has made an advance payment for the Work to be carried out, to be reasonably determined by the Contractor, or has provided security for such payment. Any advance payment made by the Client will in principle be offset against the final invoice.
2. The Contractor's remuneration does not depend on the outcome of the Work carried out.
3. The Contractor's remuneration may consist of a fee based on a predetermined amount and/or time commitment and/or be based on a transaction fee ("Transaction Fee") that is defined in the engagement letter and/or quotation. The remuneration will be payable to the extent that the Contractor has carried out Work for the benefit of the Client.
4. If a Transaction Fee has been agreed, this will be payable if the purchase/sale takes place (i) during the term of the Agreement or during the 12 months following termination of the Agreement, regardless of whether one or more of the parties to the purchase/sale were introduced by the Contractor and regardless of whether the Contractor has provided advice in respect of the purchase/sale, or (ii) during the 24 months following termination of the Agreement if, within this period, a sale or purchase to a party that the Contractor introduced or in which, during the term of the engagement, the Contractor was – directly or indirectly – involved as a party is effected after all, or if that sale or purchase was partly prepared by Work carried out by the Contractor during the term of the Agreement.
5. The Work to be remunerated on the basis of time spent will be charged to the Client in accordance with the agreed hourly/daily rate and on the basis of time actually spent. The Contractor is entitled to adjust the hourly rates applicable to its employees according to age and increased quality and experience.
6. If wages and/or prices are subject to change after entry into the Agreement, but before the engagement has been fully carried out, the Contractor will be entitled to adjust the agreed rate accordingly, unless the Client and the Contractor have made other arrangements in this regard.
7. The Contractor's remuneration, where necessary plus disbursements and invoices from third parties engaged, including any turnover tax due, will be charged to the Client on a monthly, quarterly or annual basis, or after completion of the work.

J. Payment

1. The Client must pay the invoice amount within the agreed terms, without any right of suspension or set-off, though under no circumstances later than 14 days after the invoice date, in euros, at the Contractor's offices or by means of deposits into a bank account to be designated by the Contractor, and – insofar as the payment relates to Work – without any right to discount or set-off.
2. If the Client has failed to pay within the term referred to in paragraph 1, or has failed to pay within the subsequently agreed term, it will be in default by operation of law and the Contractor will be entitled to – without any further demand or notice of default being required – charge the Client the statutory commercial interest or other interest on the invoiced amount from the due date until the day of full payment, all this without prejudice to Contractor's other rights.
3. All costs incurred in connection with the judicial or extrajudicial collection of the claim shall be borne by the Principal, including insofar as such costs exceed any court-awarded costs. These costs shall in any event include at least the costs calculated on the principal amount in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs (Besluit vergoeding voor buitengerechtelijke incassokosten), subject to a minimum of € 40.
4. If, in the Contractor's opinion, the Client's financial position or payment record gives cause to do so, the Contractor will be entitled to require the Client to provide security or additional security in a form to be determined by the Contractor. If the Client fails to provide the requested security, the Contractor will be entitled to – without prejudice to its other rights – immediately suspend further performance of the Agreement, and all that the Client owes the Contractor on any account whatsoever will become immediately due and payable.
5. In case of a jointly given engagement and insofar as the Work was carried out for the benefit of the joint Clients, the Clients will be jointly and severally liable for the payment of the invoice amount.

6. The Contractor is entitled to apply payments made by the Client first towards decreasing the costs as referred to in paragraph 3, then towards decreasing the interest due, and finally towards decreasing the payable principals that have been outstanding the longest and the accrued interest.

K. Complaints

1. Complaints with regard to the Work carried out and/or the invoice amount must be communicated to the Contractor within 30 days of the date of dispatch of the documents or information to which the Client's complaint pertains, in writing, or – if the Client can demonstrate that it could not reasonably have discovered the defect at an earlier stage – within 30 days of discovery of the defect.
2. Complaints as referred to in the first paragraph do not suspend the Client's payment obligation, except insofar as the Contractor has indicated that it considers the complaint to be justified.
3. The Contractor must be given the opportunity to investigate the Client's complaint.
4. In the event of a justified complaint, the Contractor can choose to either adjust the remuneration charged, correct the rejected Work free of charge or carry it out again, or not carrying out (or continue carrying out) the engagement, in full or in part, against a proportional refund of any remuneration already paid by the Client.
5. If the complaint is not submitted within the period stipulated in paragraph 1, all rights of the Principal in connection with the complaint shall lapse.

L. Liability and indemnification

1. The Contractor will only be liable towards the Client for direct loss that is the direct result of an attributable failure or related series of attributable failures in the performance of the Agreement. Such liability will be limited to the amount paid out by the Contractor's liability insurer in the case in question, plus any excess to be borne by the Contractor under the insurance policy. If, for whatever reason, the liability insurer does not pay out, the Contractor's liability is limited to the amount of the remuneration charged for the performance of the Agreement from which the liability arises. If the Agreement is a continuing performance contract with a term of more than one year, the amount referred to in the preceding sentence will be set at three times the amount of the remuneration charged in the 12 months preceding the occurrence of the loss for the specific work carried out under the Agreement from which the liability arises to the Client. Under no circumstances will the total compensation for loss under this article exceed € 100,000 per event, in which context a series of related events will be considered to be a single event, unless, upon entry into the Agreement, the parties see reason to deviate from this maximum in view of the scope of the engagement or the risks associated with the engagement.
2. Except in the event of intent or gross negligence on the part of the Contractor, the Contractor will not be liable for:
 - loss incurred by the Client or third parties that is the result of the Client providing the Contractor with incorrect or incomplete Documentation, data or information or failing to provide any Documentation, data or information in time, or is otherwise the result of an act or omission of the Client;
 - loss incurred by the Client or third parties that is the result of an act or omission of auxiliary persons engaged by the Contractor (not including employees of the Contractor), even if they are employed by an organisation affiliated with the Contractor;
 - trading loss, indirect loss or consequential loss suffered by the Client or third parties, including but not limited to stagnation in the regular course of business in the Client's company.
3. A further condition for liability is that the Client notifies the Contractor in writing immediately after discovery of a defect, and the Contractor is at all times entitled to – if and to the extent that this is possible – undo or limit the Client's loss by repairing or improving the defective product.
4. The Contractor will not be liable for damage to or destruction of Documentation during transport or during shipment by post, regardless of whether the transport or shipment takes place by or on behalf of the Client, the Contractor or third parties. During the carrying out of the engagement, the Client and the Contractor may, at the Client's request, communicate with each other by electronic means. The Client and the Contractor will not be liable towards each other for any loss that one or both of them may incur as a result of the use of electronic means of communication, including – without limitation – loss resulting from non-delivery or delayed delivery of electronic communication by third parties or by software/equipment used to send, receive or process electronic communication, transmission of viruses and the telecommunications network or other means required for electronic communication failing to function or failing to function properly, except insofar as loss is the result of intent or gross negligence. Both the Client and the Contractor will do or refrain from doing all that which may reasonably be expected of each of them to prevent the above-mentioned risks from occurring. Until the recipient provides proof to the contrary, the data extracts from the sender's computer systems will provide conclusive evidence of the electronic communication sent by the sender or the content thereof.
5. The Client indemnifies the Contractor against all third-party claims, which includes claims from shareholders, directors, supervisory directors and staff of the Client, as well as affiliated legal entities and enterprises and others involved in the Client's organisation, that are directly or indirectly related to the performance of the Agreement. In particular, the Client will indemnify the Contractor against third-party claims for loss caused by the fact that the Client provided the Contractor with incorrect or incomplete information, unless the Client proves that the loss is not related to imputable acts or omissions on its own part, or was caused by intent or gross negligence on the Contractor's part.
6. The Client will indemnify the Contractor against all possible third-party claims in the event that the Contractor is forced by law and/or its professional rules to hand back the engagement and/or is forced to cooperate with government agencies that are entitled to receive solicited or unsolicited information that the Contractor has received from the Client or third parties in the carrying out of the engagement.
7. All limitations regarding the Contractor's liability as contained in this article apply in full to those actually carrying out Work for the benefit of the Client. Those actually carrying out the Work may invoke these provisions against the Client.
8. The limitation of liability will apply in full in the event of liability towards multiple clients, in which case the Contractor will pay to all clients jointly no more than the maximum amount as stated in this article. Liability will not be increased if multiple clients are included in the engagement letter.
9. The Contractor excludes any liability for loss incurred by the Client as a result of the Contractor's compliance with the law and professional or other regulations applicable to it and indemnifies the Client in this regard.

10. The Principal shall exercise any rights of action and rights of recourse in respect of the Work or otherwise arising from the Agreement exclusively against the Contractor and not against the Contractor's shareholders, directors, officers or employees. All Work is exclusively accepted and performed by the Contractor, with the exclusion of Sections 7:404 and 7:407(2) of the Dutch Civil Code.

M. Personal data

1. The Contractor may process personal data concerning the Client and/or persons affiliated with or working with/for the Client in the context of an engagement given by the Client to the Contractor or in the context of compliance with legal obligations of the Contractor.
2. The Contractor may process personal data, in connection with the optimisation of its services to the Client as well as in connection with being able to approach the Client and/or persons working with/for the Client with information and with services provided by the Contractor and third parties.
3. The Contractor's processing of personal data in the context of the activities as referred to in paragraphs 1 and 2 will take place in accordance with applicable privacy laws and regulations. In the performance of the Agreement, the Client and the Contractor are obliged to comply with all obligations applicable to them that arise from regulations on personal data protection. The moment the Contractor starts processing personal data for the Client as a processor, as defined in the General Data Protection Regulation, the Client and the Contractor will enter into a processing agreement to that effect. If the Contractor itself determines the purpose and means of the processing, the Contractor will be the controller.
4. In such case, the Contractor refers to the website <https://www.vanoers.nl/privacy-security>.
5. The Contractor has the right to terminate the Agreement if the Client, as a data subject, or any other data subject exercises the rights granted to them in the General Data Protection Regulation, insofar as exercising those rights somewhat restricts the possibility of processing personal data for legal purposes, for the performance of an agreement or for the legitimate interest of the Contractor.
6. The Client has an independent duty to comply with the General Data Protection Regulation. The Contractor indemnifies the Client against any third-party claims with respect to non-compliance by the Contractor. This indemnification also includes any and all loss and costs incurred by the Client in connection with claims.

N. Confidentiality, custody and ownership

The Contractor will keep a file in relation to the engagement. The Contractor will take appropriate measures to ensure the confidentiality and safe custody of the file and retain the files for a period acceptable for proper professional practice and in accordance with legal provisions and professional rules on retention periods. The files are the property of the Contractor.

O. Expiry period

Unless stated otherwise in these General Terms and Conditions, the Client's rights of action and other powers towards the Contractor in connection with the Contractor's carrying out of Work will in any case lapse one (1) year after the date on which the Client became aware of, or could reasonably have become aware of, the existence of such rights and powers.

P. Termination

1. The Client and the Contractor may terminate the Agreement at any time, with immediate effect, by giving notice. If the Agreement ends before the engagement is completed, the provisions of 1.3 will apply.
2. Notice of termination must be given to the other party in writing.
3. If and to the extent that the Contractor terminates the Agreement by giving notice, it is obliged to inform the Client of the reasons underlying the termination and to reasonably do that which the circumstances demand in the interest of the Client.

Q. Right of suspension

The Contractor is entitled to suspend compliance with all its obligations, which includes handing over Documentation or other items to the Client or third parties, until all due and payable claims on the Client have been settled in full. The Contractor may only refuse to comply with the obligation to hand over Documentation after a careful consideration of interests.

R. Applicable law and jurisdiction

1. All Agreements between the Client and the Contractor to which these General Terms and Conditions apply will be governed by Dutch law.
2. All disputes relating to Agreements between the Client and the Contractor to which these General Terms and Conditions apply will be settled by the competent court in the district in which the Contractor is domiciled.
3. Notwithstanding the provisions of paragraph 2, the Client and the Contractor may opt for another method of dispute resolution.
4. The provisions of paragraphs 1, 2 and 3 of this Article shall not affect the Principal's right to submit a dispute to the Disputes Committee (Raad voor Geschillen) and/or to file a complaint with the relevant designated complaint handling body(ies).

S. Electronic communication

1. During the carrying out of the engagement, the Client and the Contractor may communicate with each other by electronic means and/or use electronic storage (such as cloud applications). Except as otherwise agreed in writing, the parties may assume that transmission of properly addressed faxes, e-mails (including e-mails sent via the Internet), and voicemail messages, whether or not these contain confidential information or documents relating to the engagement, are mutually accepted. The same applies to other means of communication used or accepted by the other party.
2. The Client and the Contractor will not be liable towards each other for any loss that one or both of them may incur as a result of the use of electronic means of communication, networks, applications, electrical storage or other systems, including – without limitation – loss resulting from non-delivery or delayed delivery of electronic communication, omissions, distortion, interception or manipulation of electronic communication by third parties or by software/equipment used to send, receive or process electronic communication, transmission of viruses and the telecommunications network or other means required for electronic communication failing to function or failing to function properly, except insofar as the loss is the result of intent or gross negligence. The above also applies to the Contractor's use thereof in its dealings with third parties.

3. In addition to the preceding paragraph, the Contractor accepts no liability for any loss caused by or in connection with the electronic transmission of (electronic) documents.
4. Both the Client and the Contractor will do or refrain from doing all that which may reasonably be expected of each of them to prevent the occurrence of the above-mentioned risks.
5. Until proof to the contrary is provided by the recipient, the data extracts from the sender's computer systems will provide conclusive evidence of the electronic communication sent by the sender or the content thereof.
6. The provisions of Article L apply by analogy.
7. Within the context of Van Oers' services, documents can be signed digitally using an electronic signature.
8. The electronic signature consists of the entire signature process (from identification to authentication). The Client agrees that this process of electronic signature is an electronic signature within the meaning of Section 3:15 of the Dutch Civil Code and Article 3(10) eIDAS Regulation, and the Client agrees that this method of signature is sufficiently reliable. By doing so, the Client agrees that it can be used to perform legally valid legal acts and/or enter into agreements.
9. It is at all times the responsibility of the Client to verify whether persons are authorised to sign and use and verify the correct data for identification and related authorisation.

T. AI

1. The Contractor is entitled to use AI systems in the performance of the Work.
2. The Contractor shall ensure that the use of AI systems is carried out in compliance with the obligations under the AI Act. Data, including personal data, shall only be processed through an AI system insofar as this is reasonably useful for the performance of the Work.
3. The Contractor is responsible for the selection of AI systems used in the performance of the Work and shall, upon the Principal's first request, provide the Principal with an overview of the AI systems used.
4. The Principal is not permitted to input and/or use the results of the Work in an AI system without the Contractor's prior written consent.

U. Other provisions

1. If the Contractor carries out work on the Client's premises, the Client must provide a suitable workplace that meets the statutory occupational health and safety standards and other applicable regulations regarding working conditions. The Client must ensure that the Contractor is provided with office space and other facilities that, in the Contractor's opinion, are necessary or useful in the performance of the Agreement, and that meet all legal and other requirements to be imposed on these. With regard to computer and other facilities made available, the Client is obliged to ensure continuity by means of – *inter alia* – adequate back-up, security and virus control procedures.
2. The Client is liable for loss and costs incurred by the Contractor due to unsafe situations in the Client's company or organisation.
3. During the term of the Agreement or any extension thereof and for 12 months thereafter, the Client is forbidden from hiring any employees of the Contractor involved in the carrying out of the Work, approaching them to enter the Client's employment, whether temporarily or not, directly or indirectly, or to carry out work directly