

#### **Crowe Foederer**

Beukenlaan 60 5651 CD Eindhoven Tel. +31 (0)40 264 96 10 www.crowe-foederer.nl

# GENERAL TERMS AND CONDITIONS OF CROWE FOEDERER VITAAL B.V.

These General Terms and Conditions apply to Contracts entered into or renewed with Crowe Foederer Vitaal B.V. from 16-05-2023.

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Section A of these General Terms and Conditions applies to all Contracts entered into with Crowe Foederer Vitaal B.V.

### **SECTION A: GENERAL TERMS AND CONDITIONS**

#### **Article 1 Definitions**

Crowe Vitaal is the trade name for Crowe Foederer Vitaal B.V., having it's place of business in Eindhoven.

Services: All Services performed by Crowe Foederer Vitaal B.V. for the Client on its instructions or for a third party designated by the Client.

Client: The contracting party of Crowe Foederer Vitaal B.V..

Contract: The Contract between Crowe Foederer Vitaal B.V. and the Client for the provision of services, as laid down in a document agreed upon by both Parties as well as the documents declared applicable therein, such as the offer or order confirmation.

Parties: Crowe Foederer Vitaal B.V. and the Client.

### **Article 2 Applicability**

These General Terms and Conditions apply to all offers and Contracts whereby Crowe Foederer Vitaal B.V. provides Services to and/or performs activities for a Client. Deviations from these General Terms and Conditions shall only be valid after written confirmation by Crowe Foederer Vitaal B.V.. If one or more provisions of these General Terms and Conditions are deviated from, the remaining provisions shall continue to apply in full. These General Terms and Conditions also apply to the third parties engaged by Crowe Foederer Vitaal B.V. in the execution of the Contract. These third parties may rely directly on these General Terms and Conditions in their relationship with the Client.

### **Article 3 Formation of a Contract**

The offers of Crowe Foederer Vitaal B.V. are valid for three months unless the offer contains a different acceptance period. A Contract is formed when the Client accepts an offer or order confirmation of Crowe Foederer Vitaal B.V..

## **Article 4 Rights and obligations** Crowe Foederer Vitaal B.V.

- 1. Crowe Foederer Vitaal B.V. will perform its activities with due observance of the requirements imposed and to be imposed by law in accordance with the requirements of professionalism and the generally accepted latest scientific and technical knowledge. Crowe Foederer Vitaal B.V. will do its utmost to achieve the quality standards and performance indicators agreed upon in a Contract. Achievement of the intended result cannot, however, be guaranteed.
- 2. Crowe Foederer Vitaal B.V. will carry out its activities from one or more of its branches. Full or partial Services may be provided on the premises of the Client if and to the extent that this has been agreed. If Services are provided at the premises of the Client, the Client shall provide the employees of Crowe Foederer Vitaal B.V. with a suitable working space (consulting room, examination room including the necessary facilities and internet and telephone connection) free of charge, as well as working conditions that meet the requirements of Book 7, Article 658 of the Dutch Civil Code (Burgerlijk Wetboek). Furthermore, the Client shall indemnify Crowe Foederer Vitaal B.V. against any claims based on or related to non-compliance with this duty of care.
- 3. If Crowe Foederer Vitaal B.V. deems it necessary or desirable, it may make use of third parties to perform its obligations under a Contract. Outsourcing will only take place subject to the maintenance of the quality standards of Crowe Foederer Vitaal B.V. and without prejudice to the liability of Crowe Foederer Vitaal B.V. for compliance with the obligations under the Contract.
- 4. Crowe Foederer Vitaal B.V. may carry out extra activities, including but not limited to obtaining medical information or calling in experts, or have such extra activities carried out under the original terms of the Contract, subject to the following conditions:
- a) such extra activities are, in the opinion of Crowe Foederer Vitaal B.V., necessary for the execution of the Contract, and/or
- b) the necessity of such extra activities became apparent after the conclusion of the Contract.



Furthermore, Crowe Foederer Vitaal B.V. shall inform the Client of the nature of the activities and the rate.

### **Article 5 Legislative amendments**

In the event that changes in legislation and/or regulations otherwise imposed by the government result in an adjustment in the provision of the Services, the Parties shall amend the Contract in proper consultation as a result (if necessary with retroactive effect from the date on which the changes took effect). In such a situation, Crowe Foederer Vitaal B.V. is entitled to charge the Client for any additional costs arising directly or indirectly from the changes imposed.

# **Article 6 Obligations of the Client**

- 1. The Client shall ensure that all information that is necessary to perform the agreed Services is provided to Crowe Foederer Vitaal B.V. in the agreed manner and that it shall follow all reasonable instructions given by Crowe Foederer Vitaal B.V..
- 2. If this information is not provided in time, or the instructions are not followed or the necessary cooperation is not provided by the Client or employees thereof, the Parties will consult with each other. Once it has become apparent that this has not led to a result, Crowe Foederer Vitaal B.V. is entitled to suspend the execution of a Contract and/or to charge extra costs resulting from the delay according to the usual rates.

### **Article 7 Deadlines**

Unless explicitly stated otherwise in the Contract, all delivery or other deadlines mentioned by Crowe Foederer Vitaal B.V. have been estimated to the best of its knowledge based on the information known to Crowe Foederer Vitaal B.V. when concluding the Contract or when preparing the offer. If Crowe Foederer Vitaal B.V. fails imputably to comply with the Contract, it shall only be in default if it has been served with a written notice of default allowing a reasonable period of time to remedy the failure and Crowe Foederer Vitaal B.V. fails to remedy the failure within this deadline. Crowe Foederer Vitaal B.V. is not bound by delivery or other deadlines which can no longer be met due to circumstances beyond its control which occurred after entering into the Contract. If any deadline is likely to be exceeded, Crowe Foederer Vitaal B.V. and the Client will consult as soon as possible.

# **Article 8 Rates and payment**

- 1. If the number of employees of the Client is important in determining the rates payable by the Client to Crowe Foederer Vitaal B.V., the Client shall provide Crowe Foederer Vitaal B.V. with a recent aggregate payroll statement prior to the commencement of the Contract, whereby, for purposes of determining the number of employees of the Client, part-time employees shall be considered full-time employees. Thereafter, the Client shall periodically provide Crowe Foederer Vitaal B.V. with a similar statement at its request. Crowe Foederer Vitaal B.V. is entitled to verify the statement of the Client.
- 2. Crowe Foederer Vitaal B.V. shall charge the Client for the work it performs in accordance with the schedule of rates to be drawn up by Crowe Foederer Vitaal B.V., which schedule shall commence on 1 January of each calendar year, unless a different price has been agreed upon in the Contract. Crowe Foederer Vitaal B.V. reserves the right to annually modify the schedule of rates on the basis of the CBS index 'CLA wages per hour including special remuneration', taking the period from July of the previous calendar year to July of the current year as the reference period, on the understanding that the rates will be increased annually by at least the wage cost increase resulting from the CLA applied by the working conditions service. Any travel time, as well as travel and accommodation costs, can be charged separately.
- 3. Rate adjustments will be communicated to the Client in writing each time in advance. The Client shall only be entitled to terminate the Contract by registered letter with due observance of a notice period of at least one month by the end of the current Contract Year, or by the end of the next month if the notice of price increase is only received in the last month of the current contract year, if the rates are increased by more than 10% in relation to the most recent rates.
- 4. If, due to circumstances attributable to the Client, the planned activities cannot be performed by Crowe Foederer Vitaal B.V., the Client shall owe Crowe Foederer Vitaal B.V. the agreed



- rates and any related costs. However, the agreed rates are not payable in the event of written and incidental cancellation of:
- a) courses and training sessions up to two (2) months before commencement (the Client also has the right of substitution within its organization);
- b) projects up to two months before commencement;
- c) individual Client-specific orders without absenteeism up to seven (7) days before commencement;
- d) individual Client-specific orders with absenteeism and examinations up to 48 hours before commencement.
- 5. If the services are provided at the premises of the Client, the Client shall pay for the travel time from the nearest Crowe Foederer Vitaal B.V. branch at the agreed rates.
- 6. If, upon termination of a Contract, medical records need to be transferred to a third party, Crowe Foederer Vitaal B.V. is entitled to charge the reasonable costs involved to the Client in accordance with Article 12. When medical files are transferred, all liability of Crowe Foederer Vitaal B.V. arising from acts and/or omissions after the transfer of the medical files concerned will lapse.
- 7. The agreed rates and costs charged by Crowe Foederer Vitaal B.V. are always in Euros and are exclusive of turnover tax (VAT) and any other levies imposed by the government specifically for the activities associated with the Service.
- 8. Unless the Contract stipulates a different invoicing schedule, invoicing shall take place in advance (annually). Payments by the Client must be made within fourteen days of the invoice date, unless a different payment term is expressly stated in the Contract. This payment term is a strict deadline. From the moment the Client is in default, it shall owe Crowe Foederer Vitaal B.V. default interest equal to the statutory commercial interest on the amount due as well as extra-judicial collection costs, which amount is set at 15% of the total invoice amount. In such an event, Crowe Foederer Vitaal B.V. shall also be entitled to suspend its obligations under the Contract.
- 9. If Client disputes the correctness of a part of an invoice, it is nevertheless obliged to pay the undisputed part. If and insofar as the disputed part is still due, the original invoice date shall apply.

# **Article 9 Liability**

- 9.1. The total liability of Crowe Foederer Vitaal B.V. due to an attributable breach in the performance of the Contract or for any other reason, shall be limited to an amount payable for direct damage up to a maximum of the amount paid by the Client to Crowe Foederer Vitaal B.V. in the year in which the damage-causing event took place, with a maximum of €2,500 per event and €10,000 per year, whereby a series of connected events shall be regarded as one event. In all cases, the maximum liability of Crowe Foederer Vitaal B.V. shall be limited to the maximum amount paid out by its insurer.
- 9.2. The liability of Crowe Foederer Vitaal B.V. for damage through death or physical injury, or material damage to goods, shall in never exceed €1,000,000 per event per year, whereby a series of connected events shall be regarded as one event. If the Client suffers damage that is covered by its insurance, Crowe Foederer Vitaal B.V. is not liable for such damage.
- 9.3. The liability of Crowe Foederer Vitaal B.V. for (i) indirect damage, (ii) consequential damage, (iii) loss of profits, (iv) missed savings, (v) loss of goodwill, (vi) damage due to business interruption, (vii) damage due to claims from clients or customers of the Client, (viii) damage due to continued payment of wages during illness, (ix) damage due to loss, destruction or corruption of data and (x) damage due to premium increases of public and/or private insurances is excluded.
- 9.4. The exclusions and limitations as referred to in Articles 9.1 to 9.3 shall lapse if and insofar as the damage results from intent or conscious recklessness on the part of the management of Crowe Foederer Vitaal B.V. or its employees.
- 9.5. For the avoidance of doubt, Crowe Foederer Vitaal B.V. is not liable for any damage that is the result or partly the result of the failure of the Client to fulfil its obligations correctly, timely or fully under the Contract or these General Terms and Conditions, as included in the working arrangements or under applicable laws and regulations. These obligations include, but are not limited to, providing Crowe Foederer Vitaal B.V. with all relevant information in the correct manner and complying with the deadlines set by Crowe Foederer Vitaal B.V. or the law. Crowe Foederer Vitaal B.V. is furthermore not liable for



any damage that is the result or partly the result of the failure of the Client to follow instructions and advice given by Crowe Foederer Vitaal B.V. or any third parties engaged by Crowe Foederer Vitaal B.V. correctly, timely or fully.

9.6. In the case of oral or telephone communication between the Parties, Crowe Foederer Vitaal B.V. is not liable for any damage resulting from or related to misunderstandings or incorrectly communicated information.

9.7. Within one (1) calendar month after it knows or reasonably should have known of the damage-causing fact, the Client must hold Crowe Foederer Vitaal B.V. liable in writing for the damage suffered or to be suffered. Any claim for damage against Crowe Foederer Vitaal B.V. shall lapse by the mere expiry of twelve (12) calendar months after the claim arose. The liability of Crowe Foederer Vitaal B.V. due to attributable breaches only arises if the Client has served Crowe Foederer Vitaal B.V. with notice of default, allowing a reasonable period of time to remedy the breach and Crowe Foederer Vitaal B.V. fails to remedy the breach within this deadline.

9.8. The provisions in this Article 9 as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions also apply in favour of all persons and legal entities whose services Crowe Foederer Vitaal B.V. uses in executing the Contract.

### **Article 10 Nonattributable breach**

- In a situation of force majeure affecting Crowe Foederer Vitaal B.V., the obligations to which
  the force majeure relates under the Contract shall be suspended for as long as the force
  majeure situation continues. Force majeure is defined as any circumstance beyond the control
  of Crowe Foederer Vitaal B.V. that permanently or temporarily prevents the fulfilment of the
  Contract and which cannot reasonably be attributed to Crowe Foederer Vitaal B.V..
- 2. If the force majeure situation has lasted for three months, or as soon as it is established that the force majeure situation will last longer than three months, each of the Parties shall be entitled to terminate the Contract prematurely without observing any period of notice. In that case, the Client shall owe such part of the agreed rates as corresponds to the state of the work performed.

## **Article 11 Intellectual property**

Insofar as any intellectual property rights are vested in any manual, instructions, protocol, working method or any other document drawn up by Crowe Foederer Vitaal B.V., such rights shall remain vested in Crowe Foederer Vitaal B.V.. If, during the term of a Contract, the Parties should make any amendments to any manual, guidebook, protocol or any other document drawn up by Crowe Foederer Vitaal B.V., or draw up a new manual, guidebook, protocol or any other new document, the intellectual property rights to these documents will also remain vested in Crowe Foederer Vitaal B.V.. Insofar as necessary, the Client will cooperate in transferring any intellectual property rights it may have on material developed within the framework of a Contract, without stipulating any compensation for this.

## Article 12 Privacy, confidentiality and non-disclosure

- 1. The Parties are obliged to provide each other with all reasonable cooperation to enable the other party to fulfil its obligations under the applicable privacy legislation. The services of Crowe Foederer Vitaal B.V. are subject to the latest edition of the Privacy Regulations (Privacyreglement), which will be supplied free of charge at the first request of the Client.
- 2. The Parties shall keep confidential all information, know-how, data or specifications, including patient data or specifications, related to the execution of this Contract and/or the business of the other party, and shall not disclose it to third parties, unless the party from which the information originated has given its written consent. The same applies to the content of the Contract.
- 3. This non-disclosure obligation shall not apply to information which has become publicly known without a breach of a non-disclosure clause, or if information was already known to the recipient of the information at the time when the information was received under the Contract, or if the information was provided by a third party without that third party having breached a non-disclosure clause. Furthermore, the non-disclosure obligation shall not apply insofar as disclosure is required by law, or by a binding decision of a court, other public authority or a



- professional duty. However, insofar as possible, the disclosing party shall consult with the other party regarding the form and content of the disclosure prior to the disclosure.
- 4. The Parties shall also impose the confidentiality obligation on their employees and all other third parties who will work for them.
- 5. The non-disclosure obligation referred to in this article shall remain in force for a period of three (3) years after the expiry or termination of the Contract.

# **Article 13 Non-recruitment of personnel**

- 1. During the term of the Contract and for a period of one (1) year after termination of the Contract, the Client is not permitted to hire, employ or negotiate with the employees of Crowe Foederer Vitaal B.V. or third parties engaged by Crowe Foederer Vitaal B.V. who are involved or have been involved in the performance of the work, whether directly or indirectly, without the permission of Crowe Foederer Vitaal B.V..
- 2. For each violation of Article 13.1, the Client shall owe Crowe Foederer Vitaal B.V. an immediately payable penalty of one gross annual salary, paid by Crowe Foederer Vitaal B.V. immediately prior to the violation, for each employee involved.

### **Article 14 Duration and termination of the Contract**

- Contracts are entered into for the duration described in the Contract and are deemed to have ended in any case as soon as Crowe Foederer Vitaal B.V. has completed its services. In the case of Contracts entered into for an indefinite period, the Parties shall always be entitled to terminate such Contract by registered letter at the end of each contract year, subject to six (6) months' notice, unless otherwise agreed in writing.
- 2. A Contract can be terminated by both Parties with immediate effect by registered letter, without judicial intervention, if:
- a) the other party goes into voluntary or involuntary liquidation, suspension of payments or bankruptcy, or is placed in a reasonably comparable situation, including the situation where it loses control of a substantial part of its assets or ceases trading;
- b) the other party fails imputably in the fulfilment of any obligation under the Contract and fails to allow a reasonable period of time for the fulfilment of that obligation;
- c) the reputation of the other party is so discredited that the other party cannot be required to continue the relationship.
- d) The transfer of the undertaking or a merger by either party shall not be grounds for early termination of the Contract.

# **Article 15 Final provisions**

- 1. Subject to the written consent of Crowe Foederer Vitaal B.V., the Client is not permitted to transfer its rights and obligations under the Contract to a third party, which consent Crowe Foederer Vitaal B.V. will not withhold on unreasonable grounds.
- 2. These General Terms and Conditions and the provisions of the Contract replace all previous agreements between the Parties. The provisions of a Contract may only be deviated from in writing.
- 3. If any provision of these General Terms and Conditions or of the Contract is null and void or is voided, the other provisions of these General Terms and Conditions or of the Contract, as the case may be, shall remain in full force and Crowe Foederer Vitaal B.V. shall formulate new provisions to replace the void or voided provisions, taking into account, as much as possible, the object and purport of the void or voided provision.
- 4. The Dutch text of these General Terms and Conditions shall prevail over any translation thereof, sworn or otherwise.

# Article 16 - Applicable law and competent court

- 1. Any legal relationship between Crowe Foederer Vitaal B.V. and the Client shall be governed exclusively by Dutch law.
- 2. Disputes that may arise in connection with Contracts, including disputes about the existence and validity thereof, shall in the first instance be submitted exclusively to the competent court in 's-Hertogenbosch, the Netherlands.



Section B of the General Terms and Conditions applies to Contracts with Crowe Foederer Vitaal B.V. with regard to payroll processing, and supplements Section A.

#### SECTION B: GENERAL TERMS AND CONDITIONS PAYROLL PROCESSING

#### **Article 17 Definitions**

Terms used in these General Terms and Conditions, in the singular or plural and starting with a capital letter, shall have the meaning defined in this article.

- 1. Administrative Support: a Service consisting of Crowe Foederer Vitaal B.V. running a payroll administration or part of a payroll administration for the benefit of the Client.
- 2. Delivery: the commencement of the actual provision of the SaaS to the Client by Crowe Foederer Vitaal B.V..
- 3. Availability: the period during which the SaaS is available to the Client, measured as a percentage of the number of Working Hours per year, excluding the number of Working Hours per year during which maintenance is carried out.
- 4. Appendix: an Appendix to the Contract which forms an integral part of that Contract.
- 5. Activities: all Activities carried out by Crowe Foederer Vitaal B.V. on behalf of the Client.
- 6. Defect: an imperfection in the SaaS which causes it to fail to meet its specifications and which occurs during its use.
- 7. Link: the data exchange, automated or otherwise, between the SaaS and/or the Administrative Support and systems of the Client and/or third parties.
- 8. Employee: a natural person, not being an employee of the Client, whom Crowe Foederer Vitaal B.V. makes available to the Client to perform Activities for the Client.
- 9. Training: a Service consisting of a form of knowledge transfer with the aim of familiarizing the users of the Client with the Services to be provided by Crowe Foederer Vitaal B.V..
- 10. Client: the other party of Crowe Foederer Vitaal B.V..
- 11. Contract: a Contract or order confirmation regarding SaaS and/or payroll administration support of which these General Terms and Conditions form an integral part.
- 12. SaaS: a service in which specifically agreed functionality is made available to the Client at a distance.
- 13. Crowe Foederer Vitaal B.V.: Crowe Foederer Vitaal B.V. or one of its affiliates insofar as it has declared these General Terms and Conditions applicable to its Contract.
- 14. Working Days: Monday to Friday, except for Dutch national holidays, whereby 5 May is a bank holiday once every five (5) years.
- 15. Working Hours: hours on Working Days between 9:00 AM and 5:00 PM.

### Article 18 Offer, Contract and applicable General Terms and Conditions

- 1. These General Terms and Conditions apply to all offers of Crowe Foederer Vitaal B.V. as well as to all Contracts and any resulting Contracts between Crowe Foederer Vitaal B.V. and Client with regard to payroll processing and related activities, including Administrative support.
- 2. An offer made by Crowe Foederer Vitaal B.V. is valid for three (3) months unless otherwise agreed.
- 3. The Contract between Crowe Foederer Vitaal B.V. and the Client shall be formed by the Client signing the Contract or the offer.

# **Article 19 Cooperation**

- 1. All dates and deadlines are indicated to the best of our knowledge and are not of a strict nature unless explicitly agreed otherwise in writing with an explicit reference to this provision.
- 2. If information necessary for the execution of the Contract is not made available to Crowe Foederer Vitaal B.V. in accordance with the Contract, or if the Client fails to fulfil its obligations in any other way, Crowe Foederer Vitaal B.V. shall be entitled to suspend the fulfilment of its obligations. Crowe Foederer Vitaal B.V. is entitled to charge the extra costs incurred in this connection to the Client without being obliged to pay any compensation. To the extent that Crowe Foederer Vitaal B.V. is faced with personnel turnover as a result of the failure by the Client, the Client must compensate Crowe Foederer Vitaal B.V. for such personnel turnover.



#### Article 20 SaaS

- 1. Crowe Foederer Vitaal B.V. is entitled to make the SaaS available to the Client and indemnifies the Client against third-party claims relating to a breach of intellectual property rights provided that the Client informs Crowe Foederer Vitaal B.V. immediately of such claim or demand and allows Crowe Foederer Vitaal B.V. to exclusively raise a defence against the claim or demand. Crowe Foederer Vitaal B.V. does not indemnify the Client if the violation or alleged violation is attributable to the Client.
- 2. Adjustments, substantial changes and/or maintenance of the SaaS are carried out outside Working Hours. In the case of emergencies, Crowe Foederer Vitaal B.V. will communicate with the Client if possible. Crowe Foederer Vitaal B.V. shall provide information about the consequences for the Activities during Working Hours, as soon as these make it impossible to work with the SaaS for more than sixty (60) consecutive minutes.
- 3. The Client is aware that changes in the systems of the Client or third party systems used by Client and infrastructure may lead to reduced Availability or no Availability of the Links to the SaaS.
- 4. The Client is aware that the timely implementation of changes to the Links as a result of changes by third parties also depends on the timely publication of the changed specifications of the relevant Links.

#### Article 21 Use of SaaS

- 1. In the context of purchasing the SaaS, the Client shall act as a professional user and shall not in any event in this context:
- a) make improper, unauthorized or illegal use of the SaaS or use it in a way that is not in accordance with its purpose;
- b) place data on the servers of Crowe Foederer Vitaal B.V. or third parties that violate the law, the General Data Protection Regulation (Algemene verordening gegevensbescherming), good morals or good taste, including the intellectual property rights of Crowe Foederer Vitaal B.V. or third parties;
- c) infringe on the intellectual property rights of Crowe Foederer Vitaal B.V. or third parties;
- d) spread viruses, spam (also in the light of Book 7, Article 46h of the Dutch Civil Code (Burgerlijk Wetboek) and Article 11.7 of the Telecommunications Act (Telecommunicatiewet) and/or spyware:
- e) use any equipment other than that recommended by Crowe Foederer Vitaal B.V. and otherwise follow the instructions of Crowe Foederer Vitaal B.V. regarding the preconditions for use;
- f) allow third parties to use the SaaS without the express prior written consent of Crowe Foederer Vitaal B.V.;
- g) further organize or parameterize the SaaS in such a way that the system load increases substantially or the stability of the functionality decreases;
- h) cause any disruption in the functioning of the ICT infrastructure of Crowe Foederer Vitaal B.V., third-party infrastructure and/or Links between infrastructures through the content or intensity of the data traffic.
- 2. If the Client does not act as a professional user, Crowe Foederer Vitaal B.V. reserves the right to make access to the SaaS impossible or temporarily impossible and to remove any data that violates the law, morality or otherwise from the infrastructure it manages.

## **Article 22 Administrative Support**

- 1. If and to the extent agreed in the Contract, Crowe Foederer Vitaal B.V. may take over all or part of the payroll administration of the Client by way of Administrative Support, including:
- Links to third parties;
- making and passing on notifications to bodies relevant to payroll administration, including sick and recovery notifications of personnel;
- management and maintenance of knowledge of working conditions applicable to the Client;
- all this in accordance with a Contract concluded with the Client for this purpose.
- 2. With regard to Administrative Support, the articles relating to SaaS and Support are applicable



mutatis mutandis.

# **Article 23 Support**

- 1. Support includes:
- a) providing assistance or information by telephone or e-mail regarding the use of, or in relation to technical problems with, the SaaS.
- b) the analysis, verification and, if possible, correction of a Defect by telephone and/or the internet after receipt of a report from the Client.
- 2. If a request for support concerns a Defect, this report shall only be dealt with by Crowe Foederer Vitaal B.V. if the Defect is demonstrable and reproducible.
- 3. Restoration of corrupted or lost data for which the corruption or loss can be attributed to the Client, does not fall under the support obligation of Crowe Foederer Vitaal B.V. and shall be performed on the basis of subsequent calculation.

### **Article 24 Termination**

- All rights acquired by the Client with regard to the SaaS shall expire upon termination of the Contract. In connection with termination of the Contract, the Parties shall ensure that data can be transferred to the other party for twenty (20) Working Days after termination of the Contract, after which the Parties shall destroy all data. The Parties are mutually entitled to check the destruction of these data, whether or not on site.
- 2. Unless otherwise stipulated, obligations which by their nature are intended to continue after termination of the Contract shall continue.

#### Article 25 Exit scheme

- In the context of the continuity of the provision of information of the Client, the Parties shall, in the event of termination of the SaaS, immediately enter into consultation regarding the transfer to the Client of data required for the undisturbed use by the Client of its data. Crowe Foederer Vitaal B.V. is entitled to destroy the data after the expiry of the relevant legal retention periods.
- 2. All Activities performed by Crowe Foederer Vitaal B.V. in the context of this article shall be charged on the basis of subsequent calculation of the rate applicable at that time.

# **Article 26 Guarantee**

- 1. Crowe Foederer Vitaal B.V. does not guarantee that data will be error-free and/or without omission
- 2. Crowe Foederer Vitaal B.V. is not responsible for the telecommunication connections from its infrastructure, including the telecommunication connections of the Client.
- 3. Crowe Foederer Vitaal B.V. is not responsible for defects in the SaaS; however, Crowe Foederer Vitaal B.V. will do everything in its power to have defects resolved by the supplier of the SaaS.