



# GENERAL TERMS AND CONDITIONS

Jurato



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## **1. General**

- 1.1. These general terms and conditions apply to every assignment accepted by Jurato and/or affiliated companies (hereinafter: "**Jurato**"), including any follow-up assignments and new assignments. The applicability of any general terms and conditions of the client or third parties is expressly rejected. The acceptance by the client of a quotation or order confirmation in which reference is made to these general terms and conditions without comment shall be deemed to be acceptance of these general terms and conditions.
- 1.2. These general terms and conditions also apply to assignments for which Jurato engages third parties.
- 1.3. Deviation from these general terms and conditions is only possible if the parties have agreed to this in writing in advance.
- 1.4. In these general terms and conditions, 'in writing' means: by post, by WhatsApp, by (e-) fax or by e-mail, provided that the identity of the sender and the authenticity of the communication are sufficiently established. The burden of proof regarding receipt of electronic communication lies with the client.
- 1.5. If a provision of these general terms and conditions is null and void or is annulled, the other provisions will remain in force and the null and void or voided provision(s) will be replaced by a new text that does justice to the purport of the old provision.
- 1.6. Jurato may change or supplement these general terms and conditions, and will provide notice thereof.

## **2. Creation of the assignment**

- 2.1. All assignments are accepted and executed exclusively by Jurato, notwithstanding the provisions 7:404 and 7:407 paragraph 2 of the Dutch Civil Code. This also applies if the client explicitly or tacitly assigns his order with a view to execution by one or more specific persons associated with Jurato. For the purposes of these general terms and conditions, "related persons" means any current or former direct or indirect subordinate or non-subordinate employee, advisor, director, shareholder and/or partner of Jurato, whether or not hired. Persons can be both natural persons and legal entities
- 2.2. All Jurato offers are without obligation and valid for 30 days. Jurato will not be held to quotations if they contain an obvious mistake or clerical error
- 2.3. Jurato is not bound by a deviating acceptance of a quotation of Jurato by a potential client.
- 2.4. Offers and rates do not automatically apply to new or follow-up assignments from the client.
- 2.5. An assignment is concluded at the moment that Jurato has sent an assignment confirmation to the client and, if applicable, the advance payment has been made.



### **3. Execution of the assignment**

- 3.1. Jurato determines the manner in which and by which person the assignment is carried out. In doing so, Jurato will take into account the wishes expressed by the client as much as possible.
- 3.2. If and to the extent required for the proper execution of the assignment, Jurato is entitled to have certain activities carried out by third parties. Jurato does not have to ask permission from the client for this.
- 3.3. All Jurato services are provided to the best of our knowledge and ability. Jurato has an obligation to perform to the best of his ability; never an obligation to achieve results.
- 3.4. Jurato bases the execution of the assignment on the information provided by the client. The accuracy of this information is the responsibility of the client. client must immediately inform Jurato of facts and circumstances that have changed and/or that may be important for the execution of the assignment.
- 3.5. The client must make all information that Jurato needs to carry out the assignment properly available to Jurato in a timely manner. Any (additional) costs to obtain required information shall be borne by the client.
- 3.6. If the client provides or has provided insufficient or incorrect information to Jurato, Jurato can dissolve the assignment and hold the client liable for any damage resulting from this.
- 3.7. An agreed deadline by Jurato never counts as a strict deadline, unless it concerns deadlines in legal proceedings or unless otherwise agreed.

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### **4. Rates**

- 4.1. Unless a fixed price is agreed with the client, the fee payable is based on the hourly rate plus additional costs. For the calculation of the time spent, a unit of time of six minutes is used as the smallest.
- 4.2. Any additional costs (such as travel and accommodation expenses, costs of third parties, court fees, etc.) that Jurato has incurred or paid will be charged to the client. Additional costs are discussed with the client in advance.
- 4.3. If a fixed price for certain work has been agreed with the client, additional work performed at the client's request will fall outside the scope of the assignment in accordance with the provisions of Article 4.1 and will be charged to the client.
- 4.4. Jurato is authorised to index the agreed rate annually as of 1 January. Indexation in accordance with CBS index "69 Legal services and administration". The indexation will never be negative.
- 4.5. All rates used by Jurato are exclusive of VAT.



## **5. Payment and invoicing**

- 5.1. After delivery of the (first) draft(s) of the assignment, the client shall owe Jurato the entire or remaining quoted amount..
- 5.2. Jurato will send an electronic invoice to the client for the amount due. The client agrees to electronic invoicing.
- 5.3. Jurato may require an advance payment from the client. A paid advance will be deducted from the last invoice.
- 5.4. The payment term for invoices from Jurato is 14 days after the invoice date. Objections to the amount of an invoice do not suspend the client's payment obligation.
- 5.5. Jurato has the right of retention on all data, papers and other items in its possession, until the moment that the client has paid all outstanding invoices.
- 5.6. Payments from the client always first cover the interest and costs due, and then the payable invoices
- 5.7. Jurato is authorized at any time to request additional securities from the client before resuming the assignment.
- 5.8. In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of Jurato and the obligations of the client towards Jurato are immediately due and payable. If there are several clients, they are jointly and severally liable for the payment of the full invoice amount.
- 5.9. Unless the client is a consumer, the following applies. In the event of late payment, the client is in default by operation of law without notice of default being required. From the due date, the client will owe the statutory commercial interest on the outstanding invoice amount, plus 2% interest per year. In addition, in the event of late payment, the client will owe extrajudicial collection costs of 15% of the outstanding amount, with a minimum of € 75,-.

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## **6. Execution of the assignment**

- 6.1. The parties shall keep secret all information that has been qualified as confidential by one of them or that the other party must understand to be confidential information. This duty of confidentiality also applies after termination of the assignment and may only be broken on the basis of a statutory disclosure obligation.
- 6.2. Client will not disclose the content of agreements, reports, advice or other (written) statements of Jurato, unless Jurato has given explicit written permission to do so or they have been drawn up with the intention that third parties may take note of them. The obligations under this article shall also remain in force after termination of the assignment.



## **7. Intellectual property**

- 7.1. Jurato reserves all rights with regard to products that it has used and/or developed in the context of the assignment.
- 7.2. The client is prohibited from reproducing, disclosing and/or exploiting these products, including working methods, advice, models and other services of Jurato, all this in the broadest sense of the word, directly or indirectly.
- 7.3. If Jurato has drawn up general terms and conditions, agreements, advice or other legal documents for the client, the copyright of those documents belongs to Jurato. The Client will only acquire a right of use for its own use with regard to the documents in question. The Client is not free to resell these documents to third parties and/or to use them for a commercial purpose. In the event of a copyright infringement, the client will owe Jurato an immediately payable penalty of € 5,000 without notice of default being required,-.

## **8. Automation, artificial intelligence and privacy**

- 8.1. Jurato can use automated systems, including artificial intelligence and data analysis, to carry out assignments. AI-supported as well as data analysis activities and results will always be checked by a Jurato employee before they are provided to the client.
- 8.2. Insofar as necessary, the Client gives explicit permission to Jurato to use data provided in the context of the assignment for data analysis. This data analysis may only take place in support of the assignment, as well as for the purpose of Jurato's sales and marketing activities, provided that this is done in accordance with applicable privacy legislation and, if possible, on an anonymized or aggregated basis.
- 8.3. The client expressly grants Jurato, insofar as necessary, permission to use data provided in the context of the assignment for data analysis. Such data analysis may only be carried out in support of the assignment, as well as for Jurato's sales and marketing activities, provided that it is conducted in accordance with applicable privacy legislation and, where possible, on an anonymized or aggregated basis.
- 8.4. With regard to the execution of the assignment, Jurato can be regarded as a (co-)controller within the meaning of the General Data Protection Regulation (GDPR), as well as a user controller within the meaning of the Artificial Intelligence Regulation (AI Regulation)
- 8.5. The way in which Jurato takes care of the privacy of the client and third parties is described in the privacy statement as published on the website <https://www.jurato.nl/privacystatement/>
- 8.6. If Jurato receives requests directly from the data subject(s) from whom the personal data originates, Jurato may forward these requests to client for further processing.
- 8.7. If a data breach occurs in 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, if necessary, independently report to the Dutch Data Protection Authority. In the event of serious data breaches, the parties will discuss who will inform the possible data subject(s) about the data breach.
- 8.8. Jurato is not liable for damage resulting from the client's failure to comply with the (privacy) legislation. The client indemnifies Jurato against claims from third parties on the basis of such damage. This indemnification also applies to the costs that Jurato has had to incur in connection with those claims, including the legal costs of (judicial) proceedings and the costs of any fines imposed on Jurato.



## **9. Force majeure**

- 9.1. Jurato's obligation to perform lapses in force majeure situations. In that case, the parties will consult with each other about the execution of the assignment. If this period lasts longer than two months, Jurato can dissolve the assignment without obligation to pay compensation to the client.
- 9.2. The work already performed prior to the force majeure situation must be paid for by the client.
- 9.3. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, over which Jurato has no influence, but as a result of which Jurato cannot fulfil its obligations.

## **10. Complaints**

- 10.1. Complaints about work and/or invoices from Jurato must be submitted in writing within 14 days of the complaint being discovered. After this period, the work and/or the invoice are deemed to have been accepted by the client.
- 10.2. Jurato shall state its position on the complaint no later than 14 days after receipt of the complaint.
- 10.3. Filing a complaint does not suspend the client's payment obligation.
- 10.4. In the event of a justified complaint, Jurato has the choice between adjusting the charged rate, improving or re-performing the rejected work free of charge or partially not performing the assignment (anymore) in return for a refund in proportion to the rate already paid by the client. If it is no longer possible or useful to perform the agreed work, Jurato will only be liable within the limits of article 11.

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## **11. Liability and indemnification**

- 11.1. Jurato is not liable in the event of force majeure.
- 11.2. If an error is made because the client has provided Jurato with incorrect or incomplete information, Jurato is not liable for the damage resulting from this.
- 11.3. Jurato's liability for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption is excluded.
- 11.4. Jurato's liability is limited to the amount paid out by Jurato's liability insurer in the case in question. If Jurato's insurer does not pay out, or only partially, Jurato's liability is limited to the maximum amount invoiced for the service from which the damage resulted.
- 11.5. The Client indemnifies Jurato against all claims from third parties in connection with the assignment. The client also explicitly indemnifies Jurato against claims from third parties with regard to intellectual property rights to the data provided to Jurato by the client.
- 11.6. Jurato's limitations of liability also apply to third parties engaged by it, including shareholders, directors, supervisory directors and personnel of the client, as well as affiliated legal entities and companies and others involved in the organization of the client. This provision should be regarded as a third-party clause as referred to in sections 6:253 through 6:256 of the Dutch Civil Code



## **12. Other provisions**

- 12.1. Jurato can suspend its activities if the client does not meet its (payment) obligation. Jurato is not liable for any damage that arises as a result of this suspension of work. This does not affect Jurato's authority to claim damages.
- 12.2. The client gives Jurato permission to use his name and logo in the context of Jurato's promotional activities.
- 12.3. Dutch law applies to all assignments between Jurato and the client.
- 12.4. All disputes between Jurato and client that may arise, and for which a solution cannot be reached by mutual agreement, will be submitted exclusively to the competent court of the District Court of Midden-Nederland.