

General Terms & Conditions

including Data Processing Agreement (annex)

Finovatec Finance • Hermelijnsingel 91, 4105 VK Culemborg • CoC 98376268 • finovatec.com

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This is a **template** and not legal advice. Have the final text reviewed by a lawyer and complete the [bracketed] details before use.

These general terms apply to all offers, engagements and agreements between Finovatec Finance and its clients. Part B (Data Processing Agreement) applies additionally as soon as Finovatec processes personal data on behalf of the client in the course of the services.

Part A — General Terms & Conditions

Article 1 — Definitions

- 1.1 Finovatec:** Finovatec Finance, established at Hermelijnsingel 91, 4105 VK Culemborg, CoC 98376268.
- 1.2 Client:** the party entering into an agreement with Finovatec or requesting one.
- 1.3 Services:** the accounting, administrative, tax, advisory and/or IT services provided by Finovatec.
- 1.4 Agreement:** any arrangement between Finovatec and the Client for the provision of Services.

Article 2 — Applicability

- 2.1** These terms apply to all offers, quotes, engagements and agreements of Finovatec, unless agreed otherwise in writing.
- 2.2** The Client's own general terms are expressly rejected.
- 2.3** If a provision is void or voidable, the remaining provisions remain in force; the Parties replace it with a valid one of largely the same intent.

Article 3 — Quotes and formation

- 3.1** Quotes are without obligation and valid for the period stated therein, or 30 days if none is stated.
- 3.2** The agreement is formed by written acceptance or when Finovatec starts performance.

Article 4 — Performance of the Services

- 4.1** Finovatec performs the Services to the best of its insight and ability; the obligation is one of best efforts, not of result, unless expressly agreed otherwise.
- 4.2** Finovatec may engage third parties and (sub-)processors in performing the Services (see Part B).
- 4.3** Stated periods are indicative and not strict deadlines unless agreed otherwise in writing.

Article 5 — Client obligations

- 5.1** The Client provides all data and documents Finovatec needs in a timely, complete and accurate manner.
- 5.2** The Client warrants the accuracy of the data supplied; delay or extra work caused by incorrect or late delivery is for the Client's account.

Article 6 — Fees and payment

- 6.1** Fees are exclusive of VAT and any disbursements, unless stated otherwise.
- 6.2** Payment is due within 14 days of the invoice date, without suspension or set-off.
- 6.3** On late payment the Client is in default by operation of law and owes statutory (commercial) interest and reasonable collection costs.
- 6.4** Finovatec may suspend its work while the Client leaves a due claim unpaid.

Article 7 — Confidentiality

7.1 The Parties treat all confidential information received from each other as confidential and use it solely to perform the Agreement.

Article 8 — Intellectual property

8.1 All intellectual property rights in works, models and software developed by Finovatec vest in Finovatec, unless agreed otherwise in writing. The Client obtains a non-exclusive right of use for the agreed purpose.

Article 9 — Liability

9.1 Finovatec's liability is limited to the amount paid out in the relevant case under its professional/business liability insurance, plus the deductible.

9.2 If no payment is made, liability is limited to the amount invoiced for the relevant engagement over the last [six] months, up to a maximum of € [10,000].

9.3 Finovatec is not liable for indirect or consequential loss, lost profit, or loss caused by incorrect or incomplete information from the Client.

9.4 These limitations do not apply in case of intent or wilful recklessness by Finovatec.

Article 10 — Force majeure

10.1 In case of force majeure obligations are suspended. If it lasts longer than [60] days, either Party may terminate the Agreement without liability for damages.

Article 11 — Term and termination

11.1 The Agreement runs for the agreed term or, for continuous services, for an indefinite period with a notice period of [one] month.

11.2 Either Party may terminate (out of court) if the other fails to perform and does not remedy this within a reasonable period after notice of default, or upon bankruptcy/moratorium.

Article 12 — Data protection

12.1 Insofar as Finovatec processes personal data on behalf of the Client, the Data Processing Agreement in Part B forms an integral part of these terms.

Article 13 — Complaints

13.1 The Client reports complaints about the Services or an invoice in writing within 14 days. The Parties endeavour to resolve them amicably.

Article 14 — Governing law and disputes

14.1 All agreements are governed by Dutch law.

14.2 Disputes are submitted to the competent court in the district of [place].

Part B — Data Processing Agreement

This Data Processing Agreement forms part of the Agreement and applies where Finovatec (Processor) processes personal data on the instructions of the Client (Controller), within the meaning of Article 28 GDPR.

Article B1 — Subject, nature and duration

B1.1 Finovatec processes personal data solely for the agreed Services (e.g. accounting, payroll/tax processing, reporting and IT support).

B1.2 Processing lasts for the term of the Agreement, subject to statutory retention obligations.

Article B2 — Categories of data and data subjects

B2.1 Types of data: including identification and contact data, financial and administrative data and — where applicable — payroll and tax data.

B2.2 Categories of data subjects: including the Client's employees, customers, suppliers and contacts.

Article B3 — Instructions

B3.1 Finovatec processes the personal data solely on the Client's written instructions, unless a legal obligation requires otherwise.

Article B4 — Confidentiality

B4.1 Finovatec binds persons with access to the data to confidentiality.

Article B5 — Security (Art. 32 GDPR)

B5.1 Finovatec implements appropriate technical and organisational measures, including encrypted connections (TLS/HTTPS), access restriction, segregation of duties and backups.

Article B6 — Sub-processors

B6.1 The Client gives general authorisation to engage sub-processors. Finovatec imposes the same obligations on them and informs the Client of changes, with an opportunity to object.

B6.2 Current sub-processors: Microsoft Azure (hosting), Microsoft 365 (email/office), Exact Online (administration), Signhost (digital signing) and Anthropic (AI support).

Article B7 — Data subject rights

B7.1 Finovatec provides reasonable assistance with data-subject requests (access, rectification, erasure, etc.) and with DPIAs and accountability.

Article B8 — Data breaches

B8.1 Finovatec notifies the Client of a data breach without undue delay, and where possible within 48 hours of discovery, with the relevant information available.

Article B9 — Return and deletion

B9.1 After the Services end, Finovatec deletes or returns the personal data at the Client's choice, subject to statutory retention obligations.

Article B10 — Audits

B10.1 The Client may, with reasonable notice and at most [once] per year, verify compliance; the cost is for the Client's account unless a material shortcoming is found.

Article B11 — Transfers outside the EEA

B11.1 Transfers outside the European Economic Area take place only with appropriate safeguards, such as the EU Standard Contractual Clauses (SCCs).

Agreed. Place and date, name and signature of both parties.

Note: *this template is a tool, not legal advice. Have it reviewed by a lawyer before use and align the amounts, periods and sub-processor list with your actual situation.*