

Definitions

The following definitions apply to the General Terms of Arithma.

Term	Description
General Terms and Conditions	The General Terms and Conditions set out the legal framework of the commercial relationship between Arithma and its customers.
Indirect Taxes	Indirect taxes include taxes, VAT, levies, charges, penalties, or other taxes.
Individual contract	The individual contract is the individually negotiated agreement between Arithma and the Customer concerned with Arithma providing specific services to the customer. It is usually defined in a specific quotation but can also be an agreement via email.
Customer	The Customer is contracting Arithma for providing services.
Arithma	Arithma Consulting B.V. is the contracted party by the customer for providing services.
Service	Service means the totality of all performances deliverable by Arithma under the individual contract.
Standard Contractual Clauses	Standard Contractual Clauses means the standard contractual clauses for contract data processing promulgated by the EU Commission in the version of June 2021.

**Confidential
Information**

Confidential information means information that is designated as confidential or whose confidentiality results from the relevant circumstances. This includes, in particular, financial, technical, commercial and legal information. It also includes information that relates to business activities, employees or management staff, as well as information that relates to a contracting party or its affiliated companies within a corporate group.

1. General

The General Terms and Conditions of Arithma Consulting B.V. apply to all deliveries, services, offers and agreements of Arithma and form an inseparable part of an agreement. Within the scope of an agreement, these General Terms and Conditions can only be deviated from by means of a mutually approved written agreement.

2. Offers, quotations and pricelist

All offers, quotations and pricelists are non-binding. Customer cannot derive any rights from them, other than mutually agreed upon in writing.

3. Performance of services and performing personnel

Arithma will determine the personnel involved in the provision of its services at its reasonable discretion. The Customer may only request the replacement of specific persons for important reasons. The customer does not have the rights to issue instructions to any personnel working for Arithma.

4. Prices and payment terms

- a) All quotations are exclusive of value added/indirect taxes, unless stated otherwise.
- b) Prices are valid up to two months after the quotation.
- c) Payments shall be made by bank transfer. Payments must be made within 30 days from the date the invoice is received by the Customer. Invoices will be issued electronically to the email address provided by the Customer. The Customer undertakes to promptly notify Arithma in case of any change in the email address.
- d) In the case of a payment default, Arithma shall be entitled to charge a default interest at a rate of EURIBOR + 2% of the amount due on an annual basis.
- e) Prices are exclusive of travel and accommodation expenses and parking costs. For travel by car to and from the Customer location Arithma charges EUR 0,40 per kilometer.

5. Indirect taxes

- a) If the law of the country in which the Customer has its domicile requires the indirect taxes to be remitted by Arithma, the Customer shall support Arithma in the satisfaction of any obligations and formalities that Arithma is unable to satisfy without incurring disproportionate expenses without the Customer's cooperation.
- b) All payments to Arithma must be inclusive of indirect taxes. If the Customer is required to withhold indirect taxes, the Customer shall increase the payment amount as necessary to assure that Arithma is paid the exact amount as the price billable for the services provided as was agreed in the respective individual Contract.
- c) If the withholding of taxes cannot be avoided, Arithma shall reimburse the Customer for such taxes, provided Arithma can claim an input credit on its own tax liabilities. The reimbursement shall cover one calendar year and is payable within four weeks from receipt of the tax notice.

6. Non-Disclosure

- a) Arithma and the Customer undertake to treat all confidential information of the other party obtained in connection with the contractual relationship and its performance confidential during the term of the cooperation and for an additional period of three (3) years after its termination, not to disclose them to third parties, and to only use them for purposes related to the performance of the respective contractual relationship.
- b) The non-disclosure obligation does not apply to confidential information that:
 - i. Was or became part of the public domain at the time of being disclosed to the other Party or thereafter without a breach of this non-disclosure obligation,
 - ii. Was acquired without breaching the non-disclosure obligation by the other Party from a third party who was not bound by confidentiality,
 - iii. Was independently developed by the other Party,
 - iv. Has been expressly released for disclosure by the other Party, or
 - v. Must be disclosed under cogent law or by virtue of a judicial or administrative order.

7. Liability

- a) Arithma shall bear liability under the stator provisions for the following types of damage incurred by the Customer:
 - i. Damages caused the willful intent or gross negligence of Arithma;
 - ii. Injuries to life, body, or health;
 - iii. Damages for which liability cannot be excluded due to cogent statutory requirements;
- b) The liability of Arithma for damages suffered by the Customer as a result of a breach of material obligations (meaning obligations that are crucial for achieving the purpose of the contract) caused by slight or simple negligence shall be limited to the foreseeable typical damages. Arithma's liability for a breach of contractual accessory obligations shall in each claim instance be limited to the total amount of fees the Customer has paid to Arithma over the immediately preceding twelve (12) months of the contractual term. Insofar as the Customer has paid fees for less than twelve (12) months at the time the damage caused by Arithma is incurred, the liability shall be limited to the total fees paid by the Customer over the relevant shorter period. Any further liability of Arithma for slight or simple negligence is excluded.
- c) Arithma shall not be held liable for unavailability caused by force majeure events or other events that are not attributable to Arithma and were not caused by Arithma (e.g., disruptions within the general infrastructure). Arithma shall, in as far as possible and reasonable under the prevailing circumstances, notify the Customer without delay of the occurrence of a force majeure event.

8. Early cancellation of services

- a) The agreed fees shall, as a general rule, be payable in accordance with the provisions set out in clause 4 immediately after service delivery.
- b) The following applies if the customer cancels an appointment for the delivery of services:
 - a. Cancellations within five working days prior to the agreed date will be billed at 50% of the agreed price.
 - b. Cancellations within two working days prior to the agreed date will be billed at 100% of the agreed price.

9. Final provisions

The contractual relationship between the Customer and Arithma and its performance are governed by the law of the Netherlands. Application of the UN Sales law and provisions under International Private law are excluded. The agreed place for all disputes resulting from or in connection with the Contractual Terms is Amsterdam.