

#### Article 1. Definitions

- 1.1 In these general terms and conditions, the following definitions shall apply:
- Documents:** all goods made available to Contractor by Principal, including documents or data carriers, as well as all movable property, including documents or data carriers, produced by Contractor in the context of the execution of the order.
- Kreston Lentink:** the designation for the joint entity of the organisations as listed under "Contractor".
- Kreston Global:** the international network organisation of independent accounting and consulting firms, in which Kreston Lentink has joined as a member.
- Employee:** a natural person employed by or associated with the Contractor, whether or not under an employment contract.
- Principal:** natural person or legal entity who has instructed the Contractor to perform Work as well as the person to whom the Contractor has made an offer to perform Work under an Agreement.
- Contractor:** an entity belonging to Kreston Lentink, including:
- Lentink Accountants / Tax Advisers:** the partnership under Dutch civil law
  - Kreston Lentink Audit B.V.:** a private company with limited liability, incorporated under Dutch law
  - Lentink Belastingadviseurs B.V.:** a private company with limited liability, incorporated under Dutch law
  - Kreston Lentink Amsterdam B.V.:** a private company with limited liability, incorporated under Dutch law
  - Kreston Lentink Utrecht B.V.:** a private company with limited liability, incorporated under Dutch law
  - Kreston Lentink Corporate Finance B.V.:** a private company with limited liability, incorporated under Dutch law
- Agreement(s):** an assignment agreement or other legal relationship between the Contractor on the one hand and the Client on the other hand, to perform Work by the Contractor on behalf of the Client, such in accordance with the provisions in the assignment confirmation.
- Regulatory:** all applicable laws, rules and regulations of any regulatory body, government agency or (securities) exchange, as amended from time to time.
- Work:** all Work commissioned or otherwise performed by the Contractor for the Client, such in accordance with a written order confirmation
- 1.2 Sections 7:404 and 7:407(2) of the Civil Code are expressly excluded from application.

#### Article 2. Applicability

- 2.1 These general terms and conditions apply to all offers, quotations, assignments, legal relationships and assignment agreements, by whatever name, whereby the Contractor undertakes/will undertake to perform Work for the Client, as well as to all resulting Work to be performed by the Contractor.
- 2.2 Deviations from, and additions to, these general terms and conditions shall only be valid if expressly agreed in writing in, for example, a (written) agreement or (further) order confirmation.
- 2.3 In the event that these general terms and conditions and the order confirmation contain mutually contradictory terms, the terms contained in the order confirmation shall apply as far as the contradiction is concerned.
- 2.4 The applicability of the Client's general terms and conditions is expressly rejected by the Contractor.
- 2.5 The underlying Assignment/Agreement - together with these general terms and conditions - represent the complete agreements between the Client and the Contractor regarding the Work for which the Agreement has been concluded. All previous agreements or proposals made between the parties in this respect shall lapse.
- 2.6 The Client with whom an Agreement has once been concluded under these general conditions, accepts the applicability of these general conditions to all subsequent acts of the Contractor as mentioned in this article 2.1 and Agreements between the Client and the Contractor.
- 2.7 If one or more provisions of these general terms and conditions are null and void or annulled, the remaining provisions of these general terms and conditions shall remain fully applicable. If any provision of these general terms and conditions or of the Agreement is not legally valid, the parties will negotiate the content of a new provision, which provision will approach the content of the original provision as closely as possible.
- 2.8 Provisions in the Agreement or these general terms and conditions that expressly or by their nature shall remain in force even after the expiry or termination of the Agreement.

#### Article 3. Commencement, amendment and duration of the Agreement

- 3.1 Each Agreement is only established and commences when the order confirmation signed by the Client is received back and signed by the Contractor. The confirmation is based on the information provided by the Client to the Contractor at the time. The confirmation is deemed to accurately and fully reflect the Agreement.
- 3.2 The parties are free to prove the formation of the Agreement by other means.
3. Each Agreement shall be entered into for an indefinite period unless it follows from the nature, content or scope of the order granted that it was entered into for a definite period.
- 3.4 The Contractor and the Principal will consult about amending an Agreement if there are unforeseen circumstances which mean that, according to standards of reasonableness and fairness, unchanged maintenance of the Agreement cannot be expected.

#### Article 4. Data

- 4.1 The Client must make all information and Documents which the Contracted Party believes it needs for the correct performance of the Agreement available to the Contracted Party in good time, in the desired form and manner. This also includes the documents which the Contracted Party says it needs in the context of establishing the Client's identity. The Client must provide the data required to establish its identity to the Contractor prior to the performance of the Agreement.
- 4.2 Contractor has the right to suspend the performance of the Agreement until such time as Principal has fulfilled the obligation mentioned in the previous paragraph.
- 4.3 The Principal is obliged to inform the Contractor without delay of facts and circumstances that may be relevant in connection with the performance of the Agreement.
- 4.4 The Principal guarantees the accuracy, completeness and reliability of the data and Documents made available to the Contractor by or on behalf of the Principal, even if they originate from third parties. The Contractor is not liable for damage, of whatever nature, resulting from the incorrectness and/or incompleteness of the data provided by the Principal to the Contractor.
- 4.5 The additional costs and additional fees resulting from the delay in the performance of the Agreement caused by the failure to make the requested data available, or failure to do so on time or properly, shall be borne by the Customer.
- 4.6 If and insofar as the Principal so requests, the Documents made available will be returned to the Principal, subject to the provisions under O. The Principal shall bear the costs for this return of Documents.
- 4.7 The Client shall indemnify the Contractor against damage incurred by the Contractor and/or third parties from files or data transferred by the Client to the Contractor that are infected with viruses, malware or other software that disrupts computer systems, collects (sensitive) data or otherwise causes damage.
- 4.8 The Client shall be obliged to inform the Contractor in writing without delay as soon as it becomes aware of any infected files shared with or transferred to the Contractor and/or data and systems to which the Contractor's data and/or systems are exposed in connection with the Order.
- 4.9 The Contractor excludes its liability to the maximum allowed in accordance with mandatory law in respect of the situation in which data of the Client is damaged or lost. Contractor is not obliged and cannot be obliged to restore the data.

#### Article 5. Execution of Agreement

- 5.1 The Contractor shall determine the manner in which and by which person(s) the awarded assignment shall be carried out.
- 5.2 The Contractor is entitled to adjust the manner of performance during the performance of the Agreement if there is a situation in which unchanged maintenance cannot be expected, such as in the event of government measures taken during the term of the Agreement, during, for example, a pandemic. This is at the Contractor's discretion.
- 5.3 The Contractor shall perform the Work to the best of his ability and as a diligent professional. However, the Contractor cannot guarantee the achievement of any intended result.
- 5.4 Contractor is entitled to have certain work performed by third parties without notifying Principal. When third parties are engaged, Contractor shall consult with the relevant Principal in advance to the extent possible. Contractor shall not be liable for shortcomings of these third parties and shall be entitled, without prior consultation with Principal (also) on behalf of Principal, to accept any limitation of liability on the part of third parties engaged by Contractor. The costs of this person or third party to be appointed shall be charged to the Principal.
- 5.5 The Contractor shall perform the assignment in accordance with the rules of conduct and professional rules applicable to him, which form part of the Agreement, and what is required by law. A copy of the applicable rules of

conduct and professional rules will be sent to Principal upon request. The Client declares that it will always respect the obligations arising therefrom for the Contractor.

- 5.6 If during the term of the Agreement Work is performed for the Client's profession or company which is not covered by the Work to which the Agreement relates, this Work will be deemed to have been performed under separate Agreements. The provisions of these terms and conditions shall also apply to these assignments in full.
- 5.7 Any deadlines specified in the Agreement within which the Work must be performed are approximate only and not strict deadlines. If such a deadline is exceeded, this will not constitute an attributable breach on the part of the Contractor and consequently will not constitute a ground for terminating the Agreement. Deadlines by which the Work must be completed are only to be regarded as strict deadlines if this has been agreed explicitly and in so many words between the Principal and the Contractor.
- 5.8 The performance of the Agreement is not - unless expressly stated otherwise in writing - specifically aimed at detecting fraud. If the work yields indications of fraud, the Contractor will report this to the Principal. In doing so, the Contractor is bound by the applicable laws and regulations and the regulations and guidelines issued by the various professional organisations.
- 5.9 The Contractor is authorised to suspend the fulfilment of all its obligations, including the surrender of Documents or other items to the Client or third parties, until such time as all due and payable claims against the Client have been settled in full.

#### Article 6. Confidentiality and exclusivity

- 6.1 The Contractor is obliged to keep the data and information provided by or on behalf of the Client confidential towards third parties who are not involved in the performance of the assignment. This obligation shall not apply insofar as Contractor has a statutory or professional duty to disclose, including the duty to report arising from the Money Laundering and Terrorist Financing (Prevention) Act and other national or international regulations of similar effect, or insofar as Client has released Contractor from the duty of confidentiality. This provision does not prevent confidential collegial consultation within the Engaged Firm's organisation, insofar as the Engaged Firm deems this necessary for the proper performance of the engagement or for careful compliance with statutory or professional obligations.
- 6.2 The Contractor is entitled to use the numerical results obtained after processing, provided that these results cannot be traced back to individual Clients, for statistical or comparative purposes.
- 6.3 The Contractor is not entitled to use the information made available to him by the Principal for a purpose other than that for which it was obtained, except for the provisions of paragraph 2 of this article, and in case the Contractor acts for himself 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 crime, he is entitled to disclose Documents of the Principal to the Tax Inspector or to the court, if disclosure is necessary in the context of conducting a defence by the Contractor.
- 6.4 Subject to the Contractor's explicit prior written consent, the Principal is not permitted to disclose or otherwise make available to third parties the contents of any advice, opinions or other statements made by the Contractor, whether or not in writing, except insofar as this arises directly from the Agreement, is made to obtain an expert opinion on the Engaged Firm's Work in question, or the Client has a statutory or professional duty to disclose - such as arising from the Dutch International Tax Assistance Act and the Money Laundering and Terrorist Financing (Prevention) Act - or the Client is acting on his own behalf in disciplinary, civil or criminal proceedings..
- 6.5 In the event of a breach of the prohibition set out in the previous paragraph, the Client shall owe the Contracted Party an immediately payable penalty in the amount of €25,000, without prejudice to the Contracted Party's (statutory) right to claim compensation and without prejudice to the Contracted Party's right to performance of the Agreement.

#### Article 7. Intellectual property

- 7.1 The intellectual property rights to everything the Contractor uses and/or makes available in the context of the performance of the Agreement are vested in the Contractor or its licensors. Nothing in the Agreement or these terms and conditions serves to transfer intellectual property rights, unless expressly provided otherwise in writing.
- 7.2 The Client is explicitly forbidden to provide, reproduce, disclose or exploit to third parties all that which is the intellectual property of the Contractor, including but not limited to computer programmes, system designs, working methods, advice,

(model) contracts and other intellectual products, all this in the broadest sense of the word, with or without the involvement of third parties.

- 7.3 The Contractor may grant the Client a right of use to intellectual property rights to the extent necessary. This right of use always ends when the Agreement ends, unless otherwise agreed in writing. After termination of the right of use, the Principal must cease and desist from using the intellectual property rights. The Principal must return physically present objects of intellectual property to the Contractor and remove any installed software, software etc. on which the right of use rested from its systems.
- 7.4 Contractor is entitled to take technical measures to protect its rights (of intellectual property) or those of its licensors. Client is expressly prohibited from removing or circumventing these measures.
- 7.5 The Principal is not permitted to make (resources of) those products available to third parties other than to obtain an expert opinion about the Contractor's Work. In that case the Principal will impose its obligations under this article on the third parties engaged by it.
- 7.6 In the event of a breach of the provisions set out in paragraphs 2, 3, 4 and/or 5 of this article, the Client will owe the Contracted Party an immediately payable penalty in the amount of €25,000, without prejudice to the Contracted Party's (statutory) right to claim compensation and without prejudice to the Contracted Party's right to fulfil the Agreement.

#### Article 8. Force majeure

- 8.1 If the Contractor is unable to fulfil his obligations under the Agreement, or is unable to fulfil them on time or properly, as a result of a cause not attributable to him, including but not limited to illness of employees, faults in the computer network and other stagnation in the normal course of business within his company - also as a result of a pandemic, for example - those obligations will be suspended until the time the Contractor is still able to fulfil them.
- 8.2 The Client has the right, in case the situation referred to in the first paragraph occurs, to terminate all or part of the Agreement in writing after 14 days from the occurrence of the force majeure situation, without being entitled to any compensation.
- 8.3 In so far as the Contracted Party has already partially fulfilled its obligations under the Agreement or will be able to fulfil them at the time when the force majeure occurs, the Contracted Party will have the right to separately invoice the part already fulfilled or to be fulfilled, respectively. The Principal is obliged to pay this invoice

#### Article 9. Fe

- 9.1 The Contractor is entitled to suspend the performance of his Work before the start of the Work and in the interim until the Principal has paid an advance for the work to be performed, to be reasonably determined by the Contractor, or has provided security for this. An advance paid by the Principal will, in principle, be set off against the final invoice.
- 9.2 The Contractor's fee does not depend on the outcome of the Work performed, unless otherwise agreed in writing.
- 9.3 The Contractor's fee may consist of a predetermined amount per Agreement and/or may be calculated on the basis of rates per unit of time worked by the Contractor and is then payable as Work has been performed by the Contractor for the Client. Travel and accommodation expenses will be charged separately.
- 9.4 If a fixed amount per Agreement has been agreed, the Contractor is entitled to charge in addition a rate per unit of time worked if and insofar as the Work exceeds the Work provided for in the Agreement, which rate will also be payable by the Principal in that case.
- 9.5 If after the conclusion of the Agreement, but before the Assignment has been fully executed, wages and/or prices are subject to change, the Contractor is entitled to adjust the agreed rate accordingly without the Client's prior consent, unless the Client and the Contractor have agreed otherwise in writing.
- 9.6 The Contractor's fee, if necessary plus disbursements and invoices from third parties called in, including any turnover tax due, will be charged to the Principal on a monthly, quarterly or annual basis or after completion of the work.
- 9.7 The recorded hours from the Contractor's time registration system shall constitute compelling evidence of the hours worked by the Contractor for the Client until such time as evidence to the contrary is provided by the Client

#### Article 10. Payment

- 10.1 Payment of the invoice amount by the Customer shall be made in euro without suspension or set-off within the agreed terms, but in no case later than 14 days after the invoice date, by means of deposits in favour of the bank account stated

- on the invoice, insofar as the payment relates to work, without any right to discount or set-off.
- 10.2 If Principal has not paid within the term mentioned in paragraph 1 of this article, or has not paid within the further agreed term, he shall be in default by operation of law and Contractor shall be entitled, without any further summons or notice of default being required, to charge Principal the statutory (commercial) interest on the invoiced amount from the due date until the day of payment in full, all this without prejudice to Contractor's further rights.
- 10.3 All costs incurred as a result of judicial or extrajudicial collection of the claim shall be borne by the Principal, also insofar as these costs exceed the court cost order. These costs are at least the costs over the principal sum in accordance with the Decree on compensation of extrajudicial collection costs of 1 July 2012 (Bulletin of Acts and Decrees 2012/141), with a minimum of €40.
- 10.4 Contractor is entitled to have the payments made by the Principal go first of all to reduce the costs as referred to in paragraph 3 of this article, then to reduce the interest that has fallen due and finally to reduce the principal sums that have been outstanding the longest and the current interest.
- 10.5 If, in the opinion of the Contractor, the Client's financial position or payment record gives cause to do so, the Contractor will be entitled to require the Client to furnish (additional) security in a form to be determined by the Contractor. If the Principal fails to provide the required security, the Contractor will be entitled, without prejudice to its other rights, to immediately suspend the further fulfillment of the Agreement and all that the Principal owes the Contractor on whatever account will be immediately payable.
- 10.6 In the event of liquidation, bankruptcy, suspension of payments, or any other insolvency proceedings including application of the WHOA, (in respect of) the Client, the claims against the Client shall be immediately due and payable.
- 10.7 In case of a jointly given assignment, Clients, insofar as the Work has been performed on behalf of the joint Clients, are jointly and severally liable for the payment of the invoice amount, the interest(s) and costs due.
- Article 11. Advertisin**
- 11.1 Complaints concerning the work performed and/or the invoice amount must be made known to Contractor in writing within 30 days of the date of dispatch of the documents or information about which the Client is complaining or, if the Client proves that it could not reasonably have discovered the defect earlier, within 30 days of the discovery of the defect.
- 11.2 Complaints as referred to in the first paragraph do not suspend the Customer's payment obligation.
- 11.3 The Contractor should be given the opportunity to investigate the Client's complaint.
- 11.4 In the event of a justified complaint, the Contractor has the choice between adjusting the fee charged, improving or redoing the rejected Work free of charge or not (or no longer) performing the assignment in full or in part against a proportional refund of fees already paid by the Principal.
- 11.5 If the claim is not filed in time, all rights of the Client in connection with the claim shall lapse.
- Article 12. Liability and indemnity**
- 12.1 The Contractor is only liable to the Principal for damage that is the direct result of a (related series of) attributable failure(s) in the performance of the Agreement. Such liability is limited to the amount paid out under the Contractor's liability insurer for 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 fee charged for the performance of the Agreement. If the Agreement is a continuing performance contract with a duration of more than one year, the amount referred to in the previous sentence will be set at twice the amount of the fee charged to the Principal in the twelve months preceding the occurrence of the damage.
- In no event shall the total compensation for damages pursuant to this article exceed €250,000, per event, whereby a series of related events counts as one event, unless - in view of the scope of the assignment or the risks associated with the assignment - the parties see reason to deviate from this maximum when entering into the Agreement. If the Contractor commissions more than one of the entities belonging to Kreston Lentink, a maximum of 1 of the said entities may be held liable.
- 12.2 In any event, the Contractor is not liable, barring intent or gross negligence on the part of the Contractor, for:
- losses incurred by the Client or third parties resulting from the provision of incorrect, incomplete or untimely Documents, data or information by the Client to the Contractor, or otherwise resulting from an act or omission by the Client, including the situation in which the Contractor is unable to file the annual accounts with the Chamber of Commerce within the statutory deadline as a result of an act or omission (on the part of the Client);
  - damage incurred by the Client or third parties resulting from an act or omission by 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 losses, indirect losses or consequential losses incurred by Customer or third parties, including but not limited to stagnation in the regular course of Customer's business.
- 12.3 A further condition for liability is that Principal notifies Contractor in writing immediately after discovery of a shortcoming and Contractor shall at all times be entitled, if and to the extent possible, to remedy or limit Principal's loss by repairing the shortcoming or improving the defective product.
- 12.4 The Contractor is not liable for damage to or loss of Documents during transport or mailing, regardless of whether the transport or mailing is carried out by or on behalf of the Client, the Contractor or third parties. During the execution of the Assignment, the Principal and the Contractor may communicate with each other by electronic means at the Principal's request. The Principal and Contractor shall not be liable towards each other for any damage incurred by one or both of them as a result of the use of electronic means of communication, including - but not limited to - damage 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 non-functioning or improper functioning of the telecommunications network or other means required for electronic communication, except insofar as such damage is the result of intent or gross negligence. Both Principal and Contractor shall do or refrain from doing everything that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks. The data extracts from the sender's computer systems constitute conclusive evidence of (the contents of) the electronic communication sent by the sender until the time proof to the contrary is furnished by the recipient.
- 12.5 The Principal shall indemnify the Contractor against all claims by third parties, including shareholders, directors, supervisory directors and employees of the Principal, as well as affiliated legal entities and companies and others involved in the Principal's organisation, which are directly or indirectly related to the fulfilment of the Agreement. In particular, the Principal shall indemnify the Contractor against third-party claims for damage caused by the fact that the Principal supplied the Contractor with incorrect or incomplete information, unless the Principal proves that the damage is not related to culpable acts or omissions on its part or was caused by intent or gross negligence on the part of the Contractor. The above does not apply to assignments to audit annual accounts, as referred to in Section 393 of Book 2 of the Dutch Civil Code.
- 12.6 Client shall indemnify Contractor against all possible claims by third parties in the event that Contractor is forced by law and/or its professional rules to return the Assignment and/or is forced to cooperate with government agencies, which are entitled to receive, solicited or unsolicited, information which Contractor has received from Client or third parties in the performance of the Assignment.
- 12.7 All restrictions regarding the Contractor's liability included in this article apply in full to the actual performer(s) performing Work for the Client. Actual performers may also invoke these provisions against Principal.
- Article 13. Due date**
- 13.1 To the extent not otherwise provided for in these general terms and conditions, rights of action and other powers of the Client on whatever account vis-à-vis the Contractor in connection with the performance of Work by the Contractor will lapse in any case after one year from the moment the Client became aware or could reasonably have become aware of the existence of these rights and powers. This period does not apply to the possibility of submitting a (disciplinary) complaint to the designated complaint handling body/bodies and/or the Dispute Resolution Board.
- Article 14. Termination**
- 14.1 Principal and Contractor may terminate the Agreement at any time with immediate effect by giving notice. If the Agreement ends before the Assignment has been completed, the provisions of article 9. second and third paragraphs shall apply and in any case the fee for the work performed and the costs incurred by Contractor must be reimbursed.
- 14.2 Notice of termination must be given to the other party in writing.
- 14.3 If and insofar as the Contractor terminates the Agreement by giving notice, he is obliged to inform the Client of the reasons underlying the termination and to do everything that the circumstances demand in the interest of the Client insofar as the Contractor can reasonably comply with this.

#### **Article 15. Right of suspension**

- 15.1 The Contractor has the right to suspend the fulfilment of all its obligations, including the surrender of Documents or other items to the Client or third parties, until all due and payable claims against the Client have been settled in full. The Contractor may refuse the obligation to surrender Documents only after careful consideration of interests.

#### **Article 16. Applicable law and choice of forum**

- 16.1 All Agreements between Client and Contractor to which these general terms and conditions apply are governed by Dutch law.
- 16.2 All disputes relating to Agreements between Principal and Contractor to which these general terms and conditions apply shall be settled by the competent court in the district in which Contractor is domiciled.
- 16.3 Notwithstanding the provisions of paragraph 2 of this Article P, Client and Contractor may opt for another method of dispute resolution.
- 16.4 The provisions of paragraphs 1, 2 and 3 of this article do not affect the Client's option to submit a dispute to the Dispute Board and/or file a complaint with the designated complaint-handling body or bodies.

#### **Article 17. Electronic communication**

- 17.1 During the performance of the Order, the Client and the Contractor may communicate with each other by electronic means and/or make use of electronic storage (such as cloud applications). Unless otherwise agreed in writing, the parties may assume that sending correctly addressed faxes, e mails and voicemail messages, regardless of whether they contain confidential information or documents relating to the Order, will be mutually accepted. The same applies to other means of communication used or accepted by the other party.
- 17.2 The Principal and the Contractor are not liable vis-à-vis each other for damage which may arise for one or both of them as a result of the use of electronic means of communication, networks, applications, electronic storage, or other systems including - but not limited to - damage resulting from non-delivery or delay in delivery of electronic communications, 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 non-functioning or improper functioning of the telecommunications network or other means required for electronic communication, except insofar as the damage is the result of intent or gross negligence. The foregoing also applies to the Contractor's use thereof in his contacts with third parties.
- 17.3 In addition to the previous paragraph, the Contractor accepts no liability for any damage arising from or in connection with the electronic transmission of (electronic) financial statements and their digital filing with the Chamber of Commerce.
- 17.4 Both the Client and the Contractor shall do or refrain from doing everything that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.
- 17.5 The data extracts from the sender's computer systems provide compelling evidence of (the contents of) the electronic communication sent by the sender until proof to the contrary is provided by the recipient.
- 17.6 The provisions of Article L shall apply accordingly.

#### **Article 18. Other provisions**

- 18.1 In the event that the Contracted Party performs work at the Client's location, the Client will ensure that a suitable workplace is provided which meets the statutory working conditions standards and other applicable regulations relating to working conditions. The Client must ensure that the Contracted Party is provided with office space and other facilities which, in the opinion of the Contracted Party, are necessary or useful for the performance of the Agreement and which meet all the relevant statutory and other requirements. With regard to the (computer) facilities made available, the Principal is obliged to ensure continuity by means of adequate back-up, security and virus control procedures, among other things.
- 21.2 The Client shall not hire or approach any employees of the Contractor involved in the performance of the Work to join the Client, whether temporarily or not, directly or indirectly, or to perform work directly or indirectly on behalf of the Client, whether as an employee or not, during the term of the Agreement or any renewal thereof and for 12 months thereafter.===