

General Conditions pertaining to assignments granted to a tax adviser registered with the Register Belastingadviseurs (Dutch Register of Tax Advisers)

Article 1 - General

1.1 The following definitions apply in these General Conditions:

- a) Client: the party granting the assignment;
- b) Contractor: the natural person who is a member of the Register of Tax Advisers, or the legal entity of which one or more directors is/are a member/members of the Register of Tax Advisers.
- c) Assignment and/or Contract: the assignment of contract in which the Contractor undertakes to carry out certain work for the Client that falls within the customary field of work of the tax adviser. This work includes all work commissioned by the Client and all other work that may arise from the assignment or may be associated with it, including, but not limited to:
 - Providing advice regarding issues of tax law,
 - Work associated with tax returns,
 - Acting as an authorised representative in petition, objection and appeal procedures including higher appeal procedures and cassation appeal procedures,
 - Bookkeeping, in whole or in part,
 - Drawing up financial statements and other financial overviews such as annual accounts, annual reports and credit reports,
 - All the aforesaid in the widest sense and including all such work as is stated in the Assignment confirmation.

1.2 All Assignments shall be accepted and executed by the Contractor exclusively, setting aside articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, irrespective of whether the Client has granted the assignment explicitly or tacitly with a view to it being performed by a particular person or persons.

1.3 All stipulations in these General Conditions have been formulated partly for the benefit of all those who are/were working for the Contractor with regard to the execution of the Assignment, including the Contractor's personnel and interim employees, as well as third parties, including the Contractor's directors, partners, colleagues and subordinates. They shall have the right of appeal to the Client in this respect.

Article 2 - Applicability

2.1 These General Conditions shall apply to all Assignments and/or Contracts between the Client and the Contractor or their successors in law, as well as to all contracts arising from and/or associated with those and to all offers made by the Contractor.

2.2 The applicability of the Client's General Conditions shall be explicitly rejected by the Contractor.

2.3 Stipulations that differ from these Conditions shall be enforceable only if the Contractor has explicitly confirmed this to the Client in writing. Unless explicitly agreed otherwise in writing,

these differences from or supplements to the General Conditions shall apply only to the contract concerned.

- 2.4 Should any stipulation of these General Conditions be null or nullified, the other stipulations of the Contract shall remain in force and the stipulation concerned shall be immediately replaced with a stipulation that approaches the import of the original stipulation as closely as possible.

Article 3 – Establishment of the Contract

- 3.1 The Contract shall be established at the moment when the order confirmation signed by the Contractor and the Client is received by the Contractor. The order confirmation shall be based on the information that the Client provides the Contractor with at the time. The order confirmation shall be deemed to reflect the import of the Contract correctly and in full.
- 3.2 Should the Contract be provided verbally, or if the order confirmation has not (yet) been received signed, the Contract shall be deemed to have been established subject to the application of these General Conditions at the moment when the Contractor started work on the Assignment at the request of the Client.

Article 4 – Data and information

- 4.1 The Client shall be obliged to provide the Contractor with all data and information requested by the Contractor, as well as the data and information that the Client may reasonably know that the Contractor will need for correct execution of the Assignment a) in time and b) in the form needed by the Contractor and c) in the method wanted by the Contractor.
- 4.2 The Client shall guarantee the correctness, completeness, reliability and lawfulness of the data and information provided to the Contractor by him and on his behalf even if provided by or originating with third parties unless otherwise determined by the nature of the Assignment.
- 4.3 The Client shall undertake to inform the Contractor immediately of any facts and circumstances that may be of importance in carrying out the Assignment.
- 4.4 The Contractor shall be entitled to defer the Assignment until the time when the Client has fulfilled the obligations stipulated in the first, second and third clauses.
- 4.5 Extra costs and hours, as well as other damages incurred by the Contractor as a result of the Client's failure to fulfil his obligations as stipulated in the first, second or third clauses, shall be at the expense and risk of the Client.
- 4.6 The Contractor shall return all original documents provided by the Client at the Client's first request to do so.
- 4.7 The Client is responsible for the correct observance of applicable rules and legislation regarding the protection of personal information including personal details provided and made available to the Contractor referring to his personnel, clients or third parties, even if these originate with third parties or have been provided by third parties in his Assignment. The Contractor cannot be held liable for the Client's failure to observe such rules and legislation correctly.

Article 5 – Execution of the Assignment

- 5.1 The Contractor shall decide the way in which and by whom the Contract will be executed. However, the wishes expressed by the Client will be taken into consideration as much as possible.
- 5.2 Should the Contractor wish to call on the services of third parties at the expense of the Client in order to execute the Contract, he shall proceed to this only with the approval of the Client.
- 5.3 The Contractor shall perform the work to the best of his abilities and with due diligence; however the Contractor cannot vouch for the achievement of any intended result.
- 5.4 The Assignment shall be carried out in compliance with applicable (professional) regulations and all legal requirements. The Client shall at all times lend his full cooperation with regard to any obligations for the Contractor arising from this.
- 5.5 The Client is cognisant of the fact that, under the Act for the prevention of money-laundering and the financing of terrorism (Wwft), the Contractor:
- a) may be obliged to conduct an investigation into the identity of the Client;
 - b) may be obliged to report certain transactions to the authorities appointed by the government for this purpose.
- 5.6 (Professional) legislation shall always include the Code of Professional Conduct of the Register of Tax Advisers.
- 5.7 The Contractor shall exclude any liability for damages incurred as a result of satisfying the (professional) regulations and legislation applying to him.
- 5.8 The Contractor shall keep a work dossier concerning the Assignment containing copies of relevant documents, which shall remain the property of the Contractor.
- 5.9 During the execution of the Assignment, the Client and the Contractor shall be able to communicate with each other by electronic mail, at the request of one of them. Neither the Contractor nor the Client may hold each other liable for any damages arising from the use of electronic mail. Both the Client and the Contractor shall do all that can be reasonably expected to avoid risks such as the spreading of viruses and deformation.
- 5.10 In the event of doubt regarding the contents and/or sending of electronic mail, the data printouts of the Contractor's computer system shall prevail.

Article 6 – Periods and deadlines

- 6.1 Deadlines before which certain work should be completed shall be of the essence only if agreed as such in writing.
- 6.2 If the Client is charged an advance payment or should make necessary data and information available for the execution of the Assignment, the period within which the work should be completed shall not start until payment has been received in full by the Contractor or that the data and information have been made fully available to the Contractor.
- 6.3 Unless it has been established that execution will remain impossible, the Client may not rescind the Contract if the Contractor exceeds the deadline but only if the Client has granted the Contractor a reasonable period in which to entirely complete the Assignment and the Contractor has failed to execute the Assignment fully within the period granted.

Article 7 – Commencement, duration, termination, rescission

- 7.1 The Contract shall be concluded for an unspecified period unless the content, nature and import of the Contract dictate that it will be concluded for a specified period.
- 7.2 The Client and the Contractor may rescind the Contract (prematurely) at any time taking into account a period of notice of 3 days, unless it is not considered fair or reasonable to terminate the Contract or to terminate it with such a period of notice. Rescission must be communicated to the other party in writing.
- 7.3 The Contract may be rescinded (prematurely) by registered letter by both the Client and the Contractor without a period of notice should either of the parties be unable to pay their debts or if an official receiver, administrator or liquidator has been appointed, the other party has applied for debt restructuring or ceases trading for any other reason, or if one party has reason to believe that one of the aforesaid circumstances applies to the other party, or if a situation arises that justifies immediate termination in the interests of the terminating party.
- 7.4 In all cases of (premature) rescission, the Contractor shall retain the right to payment of invoices referring to work carried out by him up to that point. Once the Contractor receives payment from the Client, he shall conditionally make available the preliminary results of work carried out up to that point.
- 7.5 Should the Client proceed to (premature) rescission, the Contractor shall be entitled to compensation for justifiable loss of income and any additional costs reasonably incurred by the Contractor or that will have to be incurred as a result of the premature termination of the Contract (such as the cost of any subcontracting, for example) unless there are facts and circumstances causing the rescission that are ascribable to the Contractor.
- 7.6 If the Contractor should terminate the Contract (prematurely), the Client shall be entitled to the Contractor's cooperation in transferring the work to a third party unless there are facts and circumstances causing the termination that are ascribable to the Contractor.
- 7.7 Should the Contractor's transfer of work involve extra costs, these shall be charged to the Client.
- 7.8 On termination of the Contract, each party must immediately make available to the other party all goods, objects and documents belonging to the other party.

Article 8 – Intellectual property

- 8.1 All rights regarding intellectual property developed or used by the Contractor in executing the Assignment, including advice, working methods, (model) contracts, systems, system designs and computer programmes shall devolve to the Contractor if they have not already been transferred to third parties.
- 8.2 Unless with the express written permission of the Contractor, the Client shall not be permitted to duplicate, disclose or exploit the Contractor's intellectual property or recordings of such property on data media, whether or not with the collaboration or recruitment of third parties. This without prejudice to the stipulations of Article 9.3.

Article 9 – Non-disclosure and exclusivity

- 9.1 The contractor shall undertake not to disclose data or information provided by the Client to third parties that are not involved in executing the Assignment. This obligation does not apply to the Contractor's legal or professional obligations regarding disclosure, including the obligations arising from the Act for the prevention of money-laundering and financing of terrorism (Wwft) and other comparable national and international legislation or if the Client has absolved the Contractor of the non-disclosure obligation. This non-disclosure obligation shall also apply to results obtained from the processing of data provided.
- 9.2 The first clause does not hinder consultation between colleagues at the Contractor's organisation should the Contractor deem this necessary to a diligent execution of the assignment or the correct satisfaction of a legal or professional obligation.
- 9.3 Should the Contractor act on his own account in disciplinary, civil, arbitral, administrative law or criminal proceedings, he is entitled to use data and information that have come to his knowledge in executing the Assignment if these might be important in his reasonable judgment.
- 9.4 Except with the express prior written permission of the Contractor, the Client is not permitted to disclose the content of advice, opinions or other communications of the Contractor, whether in writing or not, or to make this available to third parties, unless this directly arises from the Contract, happens in the context of obtaining expert opinion regarding the Contractor's work, or if the Contractor is legally obliged to disclose, or if the Contractor acts on his own account in disciplinary, civil, arbitral, administrative law or criminal proceedings.
- 9.5 The Contractor is entitled to mention the name of the Client and provide a general overview of the work carried out to the Contractor's (commercial) contacts as an indication of the Contractor's experience.
- 9.6 The Contractor shall be entitled to use figures obtained from his work for statistical or comparable purposes, as long as these results cannot be traced back to individual clients.
- 9.7 Excepting the stipulations in the foregoing clauses, the Contractor shall not be entitled to use information made available to him by the Client for purposes other than those for which they were obtained.

Article 10 – Personal information

- 10.1 The Contractor shall be permitted to process personal information concerning the Client and/or persons associated with or working with/for the Client as part of an assignment provided to the Contractor by the Client or with regard to satisfying a legal obligation of the Contractor.
- 10.2 The Contractor may process personal information in order to optimise his service to the Client and in relation to approaching the Client and/or persons working with/for the Client with information and services offered by the Contractor and third parties.
- 10.3 The processing of personal information by the Contractor as part of the activities stated in the first and second clauses shall take place in accordance with the applicable regulations and legislation referring to the protection of personal information.

Article 11 - Fees

- 11.1 The Client shall pay the Contractor a fee and reimburse expenses in accordance with the Contractor's usual rates, calculation methods and working methods.
- 11.2 The Contractor shall be entitled to ask the Client for an advance on payment.
- 11.3 If, after the Contract has been concluded but before it has been completely executed, factors that affect the rate such as wages and/or prices undergo changes, the Contractor shall be entitled to adjust the agreed rate accordingly.
- 11.4 Rates do not include value-added tax or other taxes imposed by the government.

Article 12 – Payment

- 12.1 Payment must be made in Dutch currency, without deductions or discounts, by deposit or bank transfer to the bank account stated on the invoice within fourteen days of the date on the invoice. The day of payment is the day on which the amount owing is credited to the Contractor's bank account. Objections to the amount stated on the invoice do not postpone the Client's obligation to pay.
- 12.2 If the Client fails to pay within the period stated in the first clause or within another period agreed between the parties, the Client shall legally be deemed to be in default of payment and the Contractor shall then be entitled to charge the legal rate of interest.
- 12.3 If the Client has not paid within the period stated in the first clause, the Client shall be obliged to reimburse all extra-judicial and judicial (collection) costs incurred by the Contractor, even if these costs should exceed any legal costs imposed, unless legal costs are awarded against the Contractor.
- 12.4 In the case of an Assignment granted jointly, and to the extent to which the Assignment has been carried out for the benefit of the joint Clients, the Clients shall be severally liable for paying the invoiced fee and any interest and expenses owing.
- 12.5 The Contractor retains the right – also during execution of the Assignment if the financial situation or the payment behaviour of the Client should give reason for this in the judgment of the Contractor – to require the Client to make a full or partial advance payment and/or to provide security, in the lack of which the Contractor shall be entitled to defer observance of his obligations.

Article 13 - Complaints

- 13.1 A complaint with regard to work carried out or the amount invoiced must be communicated to the Contractor in writing within 30 days of the date of sending of the documents or information that are subject to the Client's complaint on penalty of the lapsing of all claims, or within 30 days of the discovery of the shortcoming if the Client can show that he could not have reasonably discovered the shortcoming sooner.
- 13.2 A complaint shall not defer the Client's obligation to pay unless the Contractor has informed the Client that he deems the complaint founded.

- 13.3 In the event of a justifiable complaint, the Contractor shall have a choice between adjusting the invoiced fee, improving or re-doing the work concerned or entirely or partially ending work on the Assignment with fair reimbursement of any fee already paid by the Client.

Article 14 – Liability

- 14.1 The Contractor shall undertake, in accordance with the rules of the Professional Code of Conduct of the Register of Tax Advisers, to insure himself and to remain insured against liability for damages incurred as a result of failure to execute Assignments or to execute them incorrectly, not on time or incompletely. The Contractor shall be obliged to furnish the Client with a copy of the conditions of the insurance policy free of charge on first being requested to do so.
- 14.2 Liability for reimbursement of damages incurred shall be limited to the sum actually paid out by the insurance company as referred to in clause 1, plus excess. If, for whatever reason for which the Contractor is not responsible, there is no insurance payment as referred to in clause 1, any liability shall be restricted to twice the sum that the Client has paid to the Contractor as a fee according to the criteria stated in article 11 (plus value-added tax) and/or for which the Contractor is still liable with regard to the work to which the event causing the damages refers, or to which it is related, up to a maximum sum of three hundred thousand euros (€300,000).
- 14.3 The limitations to liability stated in the preceding paragraph shall not apply if the damages are the result of an intention or gross culpability on the part of the Contractor.
- 14.4 Neither is the Contractor liable for:
- any damages incurred by the Client or third parties resulting from incorrect or incomplete data or information provided by the Client to the Contractor or that is a result of action or negligence on the part of the Client;
 - any damages incurred by the Client or third parties resulting from action or negligence on the part of interim staff recruited by the Client or Contractor (employees of the Contractor not included) also if these persons work for an organisation associated with that of the Contractor;
 - loss of profits, indirect damages or consequential loss on the part of the Client or third parties.
- 14.5 Any claim for reimbursement of damages must be submitted no later than twelve months after the Client has discovered the damages or could reasonably have discovered them. Failure to do so shall result in the lapsing of the right to reimbursement.
- 14.6 The Client shall indemnify the Contractor against all claims from third parties – including the Client's shareholders, company directors, commissioners and personnel as well as affiliated persons in law, companies and others involved with the Client's organisation – arising from or related to the work of the Contractor for the Client, excepting when these claims are the result of gross culpability on the part of the Contractor.
- 14.7 The Client shall indemnify the Contractor against claims from third parties for damages resulting from the Client providing the Contractor with incorrect or incomplete information unless the Client can show that the damages are not related to culpable actions or negligence on his part or are caused by intent or gross culpability on the part of the Contractor. Claims by

third parties shall also be understood to include fines imposed on the Contractor as an accessory to tax evasion.

Article 15 – Time limit

Unless stipulated otherwise in these General Conditions, any rights of claim of the Client on the Contractor relating to the execution of work by the Contractor for whatever reason shall expire one year after the time when these rights were known to the Client or could reasonably have been known to the client.

Article 16 – Choice of court and forum

- 16.1 Dutch law shall exclusively apply to all agreements between the Client and the Contractor.
- 16.2 Unless the parties have explicitly agreed otherwise in writing, all disputes relating to Contracts between the Client and the Contractor shall be submitted to the competent court of law in the town or city in which the Contractor has his seat.
- 16.3 As different to what is stated in the preceding clause, the Client and Contractor may choose another method of settling any dispute.
- 16.4 The Client may submit a complaint to the Disciplinary Committee of the Register of Tax Advisers. Before dealing with the complaint, the Disciplinary Committee will propose that the parties resolve the dispute by means of mediation.

17. Amendments

- 17.1 The Contractor shall be authorised to amend these General Conditions at any moment.
- 17.2 Amendments will be binding for the Client only if the amended General Conditions have been registered with a Chamber of Commerce (Kamer van Koophandel en Fabrieken) or with the clerk of a county court (arrondissementsrechtbank) and if the Contractor has informed the Client of the amendments to the General Conditions and fourteen days have elapsed since the date of this announcement without the Client informing the Contractor that he does not agree to the amendments.

These General Conditions were registered with the Utrecht County Court on 6 January 2011 as number 21/2011