

General Terms and Conditions of Cabinet Adviseurs, Bureau van der Heijden BV – as at January 2020

Article 1 - General

1.1 In these General Terms and Conditions, the terms below are defined as follows:

- a) **Commissioning Party:** the party giving the assignment;
- b) **Contractor:** the private limited company Bureau van der Heijden B.V., Observantenweg 10, 6212 ER Maastricht;
- c) **Assignment and/or Agreement:** the agreement for services, by which the Contractor undertakes towards the Commissioning Party to perform certain work within a tax adviser's usual field of activity. This work includes all work for which an Assignment has been given and any further work arising from or relating to the Assignment, including, but not limited to:
 - providing advice on matters related to tax law
 - preparing tax returns
 - acting as an authorized representative in application, objection, and appeal procedures related to tax matters, including appeal and cassation procedures
 - keeping accounts, in whole or in part
 - preparing annual reports and financial statements, such as annual accounts, annual reports, and credit reports
 - all of the foregoing in the broadest sense and at least comprising the work as specified in the assignment confirmation.

1.2 All Assignments are accepted and performed exclusively by the Contractor, notwithstanding Book 7, Article 404 and Book 7, Article 407 (2) of the Dutch Civil Code, regardless of whether the Commissioning Party granted the Assignment explicitly or tacitly with a view to it being performed by a certain person or certain persons.

1.3 All stipulations in these General Terms and Conditions have also been laid down for the benefit of all of those who work and/or have worked for the Contractor in connection with performing the Assignment, including the Contractor's personnel and auxiliary personnel and third parties, including directors, partners, associates, and employees of the Contractor. They can invoke this in dealings with the Commissioning Party.

Article 2 - Applicability

2.1 These General Terms and Conditions apply to all Assignments for services that a Commissioning Party gives to the Contractor or its directors or employees. These General Terms and Conditions also deem to apply to all ensuing and/or related follow-up

assignments of the Commissioning Party and of companies with which the Commissioning Party is a group company within the meaning of Book 2, Article 24b of the Dutch Civil Code, and to all offers and/or quotations issued by the Contractor.

- 2.2 The applicability of the Commissioning Party's General Terms and Conditions is explicitly rejected by the Contractor.
- 2.3 Stipulations deviating from these terms and conditions will only have effect if and in so far as the Contractor has explicitly confirmed these in writing to the Commissioning Party. Unless expressly agreed otherwise in writing, these deviations from, or supplements to, the General Terms and Conditions relate only to the Agreement concerned.
- 2.4 If any stipulation forming part of these General Terms and Conditions or of the Agreement is void or is nullified, the remaining part of the Agreement will continue to apply as much as possible and the relevant stipulation will be replaced without delay by a stipulation that is as similar as possible in terms of its purport to the original stipulation.

Article 3 – Formation of the Agreement

- 3.1 The Agreement is concluded as soon as the assignment confirmation, signed by the Contractor and Commissioning Party, is received by the Contractor. The assignment confirmation is based on the information provided by the Commissioning Party to the Contractor at that time. The assignment confirmation is deemed to provide a correct and complete explanation of the Agreement.
- 3.2 If the Assignment was given verbally, or if the signed assignment confirmation has not or has not yet been received, the Assignment will be deemed to have come into being under the applicability of these General Terms and Conditions as soon as the Contractor has started performing the Assignment at the request of the Commissioning Party.

Article 4 - Data and information

- 4.1 The Commissioning Party is obliged to provide all data and information requested by the Contractor, together with the data and information which the Commissioning Party could reasonably assume the Contractor requires in order to perform the Assignment correctly, a) in good time and b) in the form desired by the Contractor and c) in the manner desired by the Contractor.
- 4.2 The Commissioning Party guarantees that the data and information provided by or on its behalf to the Contractor is correct, complete, reliable, and lawful, including if this data and information is provided via or originates from third parties, unless the nature of the Assignment dictates otherwise.
- 4.3 The Commissioning Party is obliged to inform the Contractor immediately regarding facts and circumstances that could be relevant in connection with the performance of the Assignment.
- 4.4 The Contractor has the right to suspend the performance of the Assignment until such time as the Commissioning Party has satisfied the obligations referred to in the first, second, and third paragraphs.
- 4.5 Additional costs incurred, extra hours spent, and the remaining damage sustained by the Contractor as a result of the Commissioning Party failing to satisfy the obligations referred to

in the first, second, or third paragraphs will be at the Commissioning Party's expense and risk.

- 4.6 The Contractor will return the original documents provided by the Commissioning Party to the Commissioning Party immediately at the request of the Commissioning Party.
- 4.7 The Commissioning Party is responsible for the proper compliance with the applicable legislation and regulations with regard to the protection of personal data, including the provision of and making available of personal data to the Contractor in relation to its personnel, clients, or third parties, including if this originated from third parties or is provided by third parties at its behest. The Contractor may not be held accountable for the Commissioning Party's noncompliance or failure to comply properly.

Article 5 - Performance of the Assignment

- 5.1 The Contractor determines the way in which and by which person(s) the Assignment will be performed, but in so doing will observe the wishes expressed by the Commissioning Party as much as possible.
- 5.2 If, when performing the Assignment, the Contractor wishes to engage third parties at the expense and risk of the Commissioning Party, it will consult as far as reasonably possible with the Commissioning Party beforehand. The Contractor is also entitled to accept any limitations of liability of such a third party on behalf of, or also on behalf of, the Commissioning Party. Any liability of the Contractor for failures of a third party is excluded. If necessary, the Contractor will assign its claims against the third party to the Commissioning Party.
- 5.3 The Contractor will perform the work to the best of its ability and as befitting a prudent professional; the Contractor nevertheless cannot be held responsible for achieving any intended result.
- 5.4 The Assignment will be implemented with due observance of the applicable regulations/professional regulations and that which is required under or pursuant to the law. The Commissioning Party will in each case render full assistance in the fulfilment of the obligations arising from this for the Contractor.
- 5.5 The Commissioning Party is aware that pursuant to the Money Laundering and Terrorist Financing (Prevention) Act (Wwft), the Contractor:
 - a) may be required to conduct an investigation into the identity of the Commissioning Party and/or client;
 - b) may be required to report certain transactions to the authorities established by the government for this purpose.
- 5.6 Regulations/professional regulations will in any event be understood to mean the Professional Practice Regulations of the Dutch Register of Tax Advisers.
- 5.7 The Contractor excludes any liability for damage arising as a result of the Contractor's compliance with the legislation and regulations/professional regulations applicable to it.
- 5.8 The Contractor will keep a working file in respect of the Assignment, which file includes copies of the relevant documents and is the property of the Contractor.
- 5.9 During the performance of the Assignment, the Commissioning Party and the Contractor will, at the request of one of them, communicate with each other via e-mail. The

Commissioning Party and the Contractor are not liable to each other for damage arising from the use of e-mail. Both the Commissioning Party and the Contractor will do all that can reasonably be expected to avoid risks such as the spreading of viruses and distortion.

- 5.10 If there are any doubts concerning the content and/or transmission of email, the data extracts from the Contractor's computer systems will be decisive.

Article 6 – Deadlines/periods

- 6.1 The deadlines by which work must be completed are only strict deadlines if such has been agreed in writing.
- 6.2 If the Commissioning Party owes an advance payment or must provide data and information for the performance of the Assignment, then the period within which the work must be completed will not commence until the Contractor has received payment in full, or, as the case may be, the data and information have been made fully available to the Contractor.
- 6.3 Unless it is certain that performance will remain impossible, the Agreement may not be terminated by the Commissioning Party on account of the deadline having been exceeded, until the Commissioning Party, after the agreed deadline has passed, has given the Contractor notice of a reasonable period of time in which to still perform the Assignment, in part or in whole, and the Contractor still does not or does not fully perform the Assignment within that period of time.

Article 7 – Start, duration, giving notice, termination

- 7.1 The Agreement is entered into for an indefinite period, unless the content, nature, or purport of the Assignment dictates that the Agreement is concluded for definite period.
- 7.2 The Commissioning Party and the Contractor may terminate the Agreement early at any time subject to three days' notice unless the principles of reasonableness and fairness prevent termination or termination within such a period. The termination must be communicated to the other party by means of a written notice.
- 7.3 The Agreement may be terminated early by means of a registered letter by either the Contractor or the Commissioning Party without observance of a notice period – and therefore with immediate effect – if the other party is unable to pay its debts or if an insolvency practitioner, administrator, or liquidator is appointed, the other party reaches a debt restructuring arrangement, or discontinues its activities for any other reason or if the other party deems it reasonably plausible that one of the aforementioned circumstances has come about for one party or if a situation has arisen which justifies the immediate termination in the interest of the terminating party.
- 7.4 In all cases of early termination, the Contractor retains entitlement to payment of the invoices for work it has performed to date, and the Contractor will, after receipt of payment, provide the Commissioning Party with the preliminary results of the work performed up until that point with a reservation.
- 7.5 If the Commissioning Party has proceeded to terminate the Agreement early, the Contractor has a right to compensation of the loss resulting from lower capacity utilization that has arisen on its side and for which it can make a convincing case, and of additional costs which the Contractor reasonably had to or must incur as a result of the premature termination of

the Agreement (including costs associated with any subcontracting), unless the termination is based on facts and circumstances that are attributable to the Contractor.

- 7.6 If the Contractor has proceeded to terminate the Agreement early, the Commissioning Party has a right to the Contractor's cooperation in the transfer of the work to third parties, unless the termination is based on facts and circumstances that are attributable to the Commissioning Party.
- 7.7 In so far as the transfer of the work involves additional costs for the Contractor, these will be borne by the Commissioning Party.
- 7.8 On termination of the Agreement, both of the parties must immediately return to the other party all goods, items, and documents in their possession that are the property of the other party.

Article 8 - Intellectual property rights

- 8.1 All rights in relation to products of the mind which the Contractor develops or uses in the performance of the Assignment, including advice, procedures, contracts/model contracts, systems, system designs, and computer programs are vested in the Contractor, in so far as these are not already vested in third parties.
- 8.2 Except with the Contractor's prior express written permission, the Commissioning Party is not permitted to reproduce, disclose, or utilize products of the mind or the recording thereof on data carriers, whether or not jointly with or through the engagement of third parties, without prejudice to the provisions of Article 9.4.

Article 9 – Secrecy and exclusivity

- 9.1 The Contractor is obliged to keep the data and information it is provided with by or on behalf of the Commissioning Party secret in respect of third parties not involved in the performance of the Assignment. This obligation does not apply to the extent that the Contractor has a legal or professional obligation to disclose, including the obligations under the Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and other national or international regulations with a similar purport, or to the extent that the Commissioning Party has discharged the Contractor of the duty of secrecy. This obligation of secrecy also concerns the results obtained through the processing of the data provided.
- 9.2 The first paragraph does not prevent confidential consultation between colleagues within the Contractor's organization, to the extent that the Contractor deems such necessary for the meticulous performance of the Assignment or careful fulfilment of a legal or professional obligation.
- 9.3 If the Contractor acts on its own behalf in disciplinary, civil, arbitration, administrative, or criminal proceedings, it is entitled to use the data and information of which it has taken note in the performance of the Assignment in so far as these could, in its reasonable judgement, be relevant.
- 9.4 Except with the prior express written permission of the Contractor, the Commissioning Party is not permitted to disclose or otherwise make available to third parties the content of advice, opinions, or other statements, whether or not in writing, of the Contractor, unless this follows directly from the agreement, takes place for the purpose of obtaining an expert opinion

regarding the relevant work of the Contractor, the Commissioning Party has a legal or professional obligation to disclose, or if the Commissioning Party is acting on its own behalf in disciplinary, civil, arbitration, administrative, or criminal proceedings.

- 9.5 The Contractor is entitled to state the name of the Commissioning Party and to give a basic description of the work performed to commercial or other contacts of the Contractor as an indication of the Contractor's experience.
- 9.6 The Contractor is entitled to use the results in figures obtained following processing, for statistical or similar purposes, provided that those results cannot be traced back to individual commissioning parties.
- 9.7 Except as provided in the previous paragraphs, the Contractor is not entitled to use the information provided to it by the Commissioning Party for any purpose other than the purpose for which it was obtained.

Article 10 - Personal data

- 10.1 The Commissioning Party may process the personal data received by it for various purposes. In the context of an Assignment given by the Commissioning Party to the Contractor or in the context of the fulfilment of the legal obligations of the Contractor, the Contractor may process personal data relating to the Commissioning Party and/or persons employed by or who work at/for the Commissioning Party.
- 10.2 The Contractor may process personal data in connection with the optimization of its service provision to the Commissioning Party and in order to be able to approach the Commissioning Party and/or persons who work at/for the Commissioning Party with information and services offered by the Contractor and third parties.
- 10.3 The processing of personal data by the Contractor in the context of the activities as specified in the first and second paragraph will take place in accordance with the applicable legislation and regulations with regard to the protection of personal data.
- 10.4 By signing this assignment, you consent to this processing of the aforementioned personal data, which consent you may withdraw at any time. More information can be found in the privacy statement (<https://cabinetadviseurs.nl/privacyverklaring>) on Cabinet Adviseurs' website.

Article 11 - Fee

- 11.1 The Commissioning Party owes the Contractor a fee and reimbursement for the costs incurred in accordance with the Contractor's usual rates, calculation methods, and procedures.
- 11.2 The Contractor has a right to request an advance from the Commissioning Party.
- 11.3 If, following the formation of the Agreement, but before the Assignment has been completed, there are changes to factors playing a decisive role in the rates, such as wages and/or prices, the Contractor is entitled to adjust the previously agreed rate accordingly.
- 11.4 All rates are exclusive of turnover tax and other taxes imposed by the government.

Article 12 – Payment

- 12.1 Payment must be made without any deduction, discount, or setoff in legal tender used in the Netherlands by means of a deposit or transfer to the bank account indicated in the invoice within 30 days of the invoice date. The date on which the amount owed is credited to the Contractor's account is considered to be the date of payment. Objections to the amount stated in the invoice do not suspend the Commissioning Party's payment obligation.
- 12.2 If the Commissioning Party has not made payment within the period referred to in the first paragraph, or within another period agreed between the parties, the Commissioning Party will be in default by operation of law, thus without any notice of default, and the Contractor will be entitled to charge the statutory interest as from that date.
- 12.3 If the Commissioning Party has not made payment within the period referred to in the first paragraph, the Commissioning Party will be obliged to pay all of the extrajudicial and judicial costs/collection costs incurred by the Contractor, including to the extent that these costs exceed any judicial order for costs, unless, as the unsuccessful party, the Contractor is ordered to pay the costs.
- 12.4 In the case that an Assignment is given jointly, the Commissioning Parties, in so far as the Assignment is implemented on behalf of the joint Commissioning Parties, are jointly and severally liable for the payment of the amount invoiced and the interest and costs owed.
- 12.5 If a party other than the Commissioning Party, the debtor, must pay the invoice, the Commissioning Party remains responsible for paying it.
- 12.6 The Contractor reserves the right – including during the performance of an Assignment – to require full or partial advance payment and/or provision of security from the Commissioning Party, if, in the Contractor's judgement, the financial position or payment history of the Commissioning Party gives cause for this, in the absence of which the Contractor is entitled to suspend the performance of its obligations.

Article 13 - Complaints

- 13.1 A complaint relating to work performed or the amount invoiced must, at the risk of forfeiting all claims, be made known in writing to the Contractor within 30 days of the date of dispatch of the documents or information about which the Commissioning Party is complaining, or, if the Commissioning Party demonstrates that it could not reasonably have discovered the defect sooner, within 30 days of the discovery of the defect.
- 13.2 A complaint does not suspend the Commissioning Party's payment obligation, except to the extent that the Contractor has made it known to the Commissioning Party that it deems the complaint to be well-founded.
- 13.3 In the case of a legitimate complaint, the Contractor can choose between changing the fee charged, correcting the work free of charge, or carrying out the relevant work again or not performing/ceasing to perform the Assignment, in part or as a whole, and refunding the fees already paid by the Commissioning Party on a proportional basis.

Article 14 – Liability

- 14.1 The Contractor undertakes to insure itself and remain insured in accordance with the rules of the Professional Practice Regulations (RBU) of the Dutch Register of Tax Advisers against liability for damage as a result of failing to perform Assignments or failing to do so correctly, on time, or completely. The Contractor is obliged to send a copy of the policy conditions of this insurance to the Commissioning Party free of charge, should the Commissioning Party so demand.
- 14.2 The liability for the compensation of damage suffered is limited to the amount that is actually paid out under the insurance referred to in paragraph 1, plus the amount of the excess. If, for whatever reason, through no fault or action of the Contractor, no benefit should be paid out pursuant to the insurance referred to in paragraph 1, any liability will be limited to twice the amount that the Commissioning Party, according to the standard of the provisions of Article 11, has paid to the Contractor as a fee (exclusive of turnover tax) and/or still owes in relation to the work to which the incident causing damage relates or with which it is connected, up to a maximum amount of five hundred thousand euros (€500,000).
- 14.3 The Contractor is likewise not liable for:
- a) damage arising at the Commissioning Party or third parties as a result of the provision of incorrect or incomplete data or information by the Commissioning Party to the Contractor, or which is in other respects the result of the actions or omissions of the Commissioning Party;
 - b) damage arising at the Commissioning Party or third parties as a result of the actions or omissions of auxiliary persons engaged by the Commissioning Party or the Contractor (not including employees of the Contractor), including if these persons work at an organization affiliated to the Contractor.
 - c) a direct trading, indirect or consequential loss arising at the Commissioning Party or third parties.
- 14.4 Any liability for oral advice not recorded in writing is entirely excluded.
- 14.5 Any liability is also completely excluded if the Commissioning Party was in breach of performance of any obligation towards to the Contractor when the liability arose.
- 14.6 A claim for compensation must be submitted to the Contractor at the latest within 12 months after the Commissioning Party has discovered or could have reasonably discovered the damage, in the absence of which the right to compensation will lapse.
- 14.7 The Commissioning Party is obliged to compensate and indemnify the Contractor against all claims of third parties – including shareholders, directors, supervisory directors, and personnel of the Commissioning Party, as well as affiliated legal entities, enterprises, and others involved in the Commissioning Party’s organization – arising from or related to the work of the Contractor that is performed on behalf of the Commissioning Party or a report that the Contractor, one of its employees, or other auxiliary persons has wrongfully made under the Money Laundering and Terrorist Financing (Prevention) Act (Wwft), except to the extent that these claims are the result of wilful misconduct or gross negligence on the part of the Contractor.
- 14.8 The Commissioning Party indemnifies the Contractor in particular against claims from third parties on account of damage purportedly caused as a result of the Commissioning Party

having provided the Contractor with incorrect or incomplete information, unless the Commissioning Party demonstrates that the damage is not related to imputable acts or omissions on its part, or was caused by wilful misconduct or gross negligence on the part of the Contractor. Claims by third parties are understood to include administrative fines imposed on the Contractor as a co-perpetrator of a tax omission.

- 14.9 The exclusions or limitations of liability contained in these General Terms and Conditions apply unless mandatory law dictates otherwise or the damage is the result of the Contractor's intent or gross negligence.
- 14.10 Any claim for compensation against employees, tax advisers, directors of the company, or other auxiliary persons of the Contractor is excluded. This third-party clause is stipulated for the benefit of the persons mentioned, who may invoke this provision at any time.

Article 15 - Expiry period

In so far as these General Terms and Conditions do not provide otherwise, and notwithstanding the provisions of Book 6, Article 89 of the Dutch Civil Code, the Commissioning Party's right to claim for whatever reason, including against the Contractor in connection with the performance of work by the Contractor, will in any event lapse within one year of the date on which the Commissioning Party became aware or could have reasonably become aware of the existence of these rights. If that date cannot be determined, any right of action will always lapse 24 months after the date of the last invoice in the case to which the claim relates.

Article 16 - Choice of law and forum

- 16.1 All agreements between the Commissioning Party and the Contractor are governed exclusively by Dutch law.
- 16.2 Unless the parties expressly agree otherwise in writing, all disputes in connection with the Agreements between the Commissioning Party and the Contractor will be submitted to the competent court in the place where the Contractor is established.
- 16.3 Contrary to the previous paragraph, the Commissioning Party and the Contractor may choose another method of dispute resolution.
- 16.4 The Commissioning Party can file a complaint with the Disciplinary Board for the Dutch Register of Tax Advisers. In that event, the Disciplinary Board will, before handling the complaint, propose that the parties seek to find a solution to the dispute through mediation.

Article 17 - Amendments

- 17.1 The Contractor is always authorized to unilaterally amend these General Terms and Conditions.
- 17.2 Amendments will become binding on the Commissioning Party only if the amended General Terms and Conditions have been filed with a Chamber of Commerce and Industry or a district court registry, the Contractor has notified the Commissioning Party of the amendments to the General Terms and Conditions, and 14 days have passed since the date of this notification, without the Commissioning Party notifying the Contractor in writing that it does not consent to the amendments.

