



GENERAL TERMS AND CONDITIONS JSA TAX CONSULTANCY B.V.

1 EXECUTING FIRM AND DEFINITIONS

- 1.1 The executing firm is the limited liability company under Dutch law, JSA Tax Consultancy B.V. with its registered offices in Amsterdam, The Netherlands.
- 1.2 The following definitions apply to these general terms and conditions:
- Client: the party commissioning the engagement;
 - Contract: the agreement under which the Firm undertakes to carry out the work for Client, as often specified in the form of an engagement letter; and
 - Firm: as defined in paragraph 1.1 of these Terms; and
 - Terms: these general terms and conditions.
- 1.3 Client shall assert any right of action or recourse solely against the Firm and not against partners, directors and employees of the Firm, or any third parties or auxiliaries brought in or hired by the Firm.

2 APPLICABILITY

- 2.1 These Terms are applicable to any legal relationship between Client and the Firm, including its shareholders, managing directors, employees or third parties engaged by the Firm, except where explicitly provided otherwise in the Contract.
- 2.2 If and to the extent that, in all reasonableness and fairness or by virtue of its unreasonably onerous nature, any of the provisions of the Contract or the Terms cannot be invoked, the other provisions remain in force unchanged and the provision in question will in any event be accorded a meaning corresponding as closely as possible to the original contents and tenor so that this provision can nevertheless be invoked.
- 2.3 The Firm explicitly rejects the applicability of Client's general terms and conditions.
- 2.4 The Contract supersedes and replaces any previous proposals, correspondence, agreements or other communications, whether orally or in writing.
- 2.5 The Contract is concluded for an indefinite period unless its contents, nature or effect imply that it was concluded for a definite period.

3 COOPERATION BY CLIENT

- 3.1 Client undertakes to provide the Firm with all information and documents which the latter believes to be required for the timely and proper execution of the Contract. If the Firm requires information to be delivered by others/third parties, Client shall undertake to take care of a timely and proper delivery of this information.
- 3.2 Client undertakes to inform the Firm without delay of any facts and circumstances that might be relevant to the proper execution of the Contract.
- 3.3 Unless the nature of the Contract dictates otherwise, Client is responsible for the accuracy, completeness and reliability of the information and documentation provided to the Firm, even if they originate with or are acquired from third parties.
- 3.4 Any additional costs and extra fees due to a delay in the execution of the Contract resulting from failure to make the requested information, documents, facilities and/or staff available or to do so on time or in the proper fashion are for Client's account.

4 EXECUTION OF THE ENGAGEMENT

- 4.1 Unless expressly stipulated otherwise, the Firm will carry out all activities to the best of its knowledge and ability and in accordance with applicable laws and professional standards.
- 4.2 The Firm determines the manner in which the Contract will be executed and by whom, with due observance of the wishes expressed by Client where possible. If the name or names of a staff member or staff members are explicitly mentioned in the engagement letter, the Firm will make an effort to ensure that the staff member or staff members in question is/are available for carrying out the work for the duration of the Contract. Despite this fact, the Firm has the right to replace this staff member or these staff members in consultation with Client.
- 4.3 The Firm cannot carry out any activities in addition to those commissioned and bill these to Client until Client has given its prior consent. However, if the Firm is required to perform such additional activities by virtue of its statutory obligation to provide reliable services, it is entitled to bill these to Client, even if Client did not explicitly give its prior consent to the performance of additional activities.
- 4.4 Unless explicitly agreed otherwise in writing: (i) the services rendered under the Contract will not involve investigations to detect fraud or illegal activities; and (ii) reports, advices, statements (either in writing or otherwise) and/or other communications of the Firm do not form a "Legal Opinion".
- 4.5 Informal oral remarks of the Firm relating to a (draft) report cannot more be relied upon than explanations or other information included in the final written report. Client cannot rely on any provisional or tentative conclusions or information as included in status overviews and in draft reports shown to Client.
- 4.6 Unless explicitly agreed otherwise in writing, the Firm is not obliged in any way to take into account and the effects, if any, of events and circumstances which may have occurred or information which may have come to light after the moment the obligations from the Contract are fulfilled (or a report has been sent to Client) or to update advices or reports.

5 CONFIDENTIALITY

- 5.1 Except where a statutory provision, regulation or other professional obligation to disclose information is in effect, the Firm undertakes to maintain confidentiality vis-à-vis third parties in respect of confidential information acquired from Client.
- 5.2 The Firm cannot use the information provided by Client for any purpose other than for which it was obtained without Client's written consent. By way of exception, this provision does not apply if the Firm represents itself in disciplinary, civil or criminal proceedings in which this information may be relevant.
- 5.3 Except where a statutory provision, regulation, or other professional obligation to disclose information is in effect, or the Firm has given its prior written consent to do so, Client will not disclose to third parties the contents of reports, opinions or any other written or oral statements issued by the Firm.
- 5.4 Notwithstanding the above set out in paragraph 5.1, the Firm has the right to refer its clients and potential clients in general terms to the activities performed, provided that this only serves as a description of the Firm's experience.

6 FEE

- 6.1 The fee charged by the Firm is exclusive of out-of-pocket expenses and expense claims filed by third parties commissioned by the Firm.
- 6.2 The Firm is entitled to adjust the agreed hourly rate (or agreed fixed fee) on an annual basis.
- 6.3 All fees are exclusive of VAT, turnover tax and other government levies, if any.
- 6.4 The Firm will invoice Client on a monthly basis for time spent and costs made (if any), unless the parties agreed otherwise in writing.
- 6.5 The Firm reserves the right to demand a retainer for fees and costs and postpone the commencement/provision of its legal services until said retainer including applicable VAT and surcharges has been paid by Client.

7 PAYMENT

- 7.1 Client is required to pay the fee charged without any deduction, discount or debt settlement no later than 15 days after the invoice date. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by the Firm. Objections to the amounts charged do not exempt Client from its obligation to pay.
- 7.2 If Client fails to pay within the period referred to in paragraph 7.1 above, it is in default by operation of law after having been reminded by the Firm at least once that payment is due within a reasonable period. In that case, Client is liable to pay statutory interest on the credit balance with effect from the date on which the payment became due until the date of payment.
- 7.3 If the Firm believes that Client's financial position and/or payment performance justifies such action, the Firm has the right to demand that Client immediately furnish security or additional security in a form to be determined by the Firm and/or make an advance payment. If Client fails to furnish the desired security, the Firm has the right, without prejudice to its other rights, to immediately suspend the further execution of the Contract, and that which Client owes to the Firm for whatever reason will become immediately due and payable.
- 7.4 If the event of a jointly commissioned engagement, Clients have assumed joint and several liability for payment of the full invoice amount where the activities were performed for the Clients jointly.

8 COMPLAINTS

- 8.1 The Firm must be notified in writing of complaints relating to the work carried out and/or the invoiced amount within 60 days of the date of dispatch of the documents or information in respect of which Client is filing a complaint, or within 60 days of the discovery of the shortcoming.



- 8.2 Complaints as referred to in the first paragraph do not exempt Client from its obligation to pay.
8.3 If Client filed a legitimate complaint, it has the option of adjusting the fee charged, having the rejected work rectified or repeated free of charge or terminating the Contract (or remaining work) in exchange for a refund proportionate to the fee already paid by Client.

9 DELIVERY

- 9.1 If Client is required to make an advance payment or to make information and/or materials available for the purposes of executing the Contract, then the term taken for completion of the work will not take effect until the Firm receives the payment in full or until all information and/or materials have been made available to the Firm respectively.
9.2 As the duration of the Contract is subject to many factors, such as the quality of the information provided by Client and the cooperation extended, the due dates for completion of the work should be regarded as deadlines only where this has been agreed in writing.

10 TERMINATION

- 10.1 Unless the requirements of reasonableness and fairness dictate otherwise, Client and the Firm have the right to terminate the Contract, whether prematurely or not, in writing at any time with due observance of a reasonable notice period.
10.2 Either party may terminate the Contract, whether prematurely or not, in writing without due observance of a notice period if the opposite party fails to pay its debts or if a bankruptcy trustee, administrator or liquidator has been appointed, the opposite party is subject to debt rescheduling or ceases its operations for any other reason.
10.3 If Client decides to terminate the Contract, whether prematurely or not, the Firm is entitled to compensation for its resulting underutilisation for which there is prima facie evidence, as well as for additional costs that must reasonably be incurred as a result of the premature termination of the Contract, e.g. costs in relation to subcontracting.
10.4 The Firm is in case of termination entitled to payment of invoices for services rendered until the moment of termination.
10.5 If the Firm terminates the Contract, whether prematurely or not, Client is entitled to assistance from the Firm in transferring the work to third parties, unless the termination was motivated by facts and circumstances that can be attributed to Client or which are in conflict with this right. In all cases of termination, whether premature or not, the Firm retains the right to payment of the expense claims for the work carried out up to then, in which process the preliminary results of the work carried out up to then will be made available to Client under the usual reserves. Any additional costs relating to the transfer of the work will be charged to Client.

11 LIMITATION OF LIABILITY

- 11.1 The Firm will carry out its work to the best of its ability, while exercising the due care that may be expected. If an error is made as a result of Client providing incorrect or incomplete information, the Firm is not liable for any resulting loss. If Client proves that it has suffered a loss due to an error by the Firm that could have been prevented if proper care had been taken, the Firm is only liable for that loss up to an amount as specified in paragraph 11.4.
11.2 In deviation of the provisions of Articles 7:404, 7:407 lid 2, 7:409 and 7:422 (1)(b) of the Dutch Civil Code all services will be considered to be rendered by the Firm, regardless of whether the services have been engaged with a view to a specific person.
11.3 The shareholders, their managing directors, the partners and those persons and third parties employed by the Firm shall not be personally bound or liable.
11.4 Any liability on the part of the Firm for damages arising from the execution of the legal services shall be limited to the proceeds paid out under the Firm's professional liability insurance.
11.5 Any liability of the shareholders, directors, partners of the Firm and employees and third parties engaged by the Firm is excluded. These persons/entities can rely upon this third party clause.
11.6 The limitation of liability set out in paragraph 11.4 is not applicable insofar the damages are a result of an intentional act or omission, or intentional recklessness (*"opzet of aan opzet grenzende roekeloosheid"*) of the management of the Firm.
11.7 The Firm shall never be liable for any consequential or indirect damages, including reputational damages, lost opportunities, lost revenues and profits.
11.8 Client indemnifies the Firm against third-party claims for losses incurred as a result of Client supplying incorrect or incomplete information to the Firm, unless Client proves that the loss does not relate to faults or negligence on its part.
11.9 It is possible that third parties are engaged to execute on (a part of) the Contract wishes to limit its liabilities, the Firm assumes that the services requested by Client include the permission to accept such limits in liability on behalf of Client.
11.10 If the Firm needs to involve a third party for the execution of the Contract, whether this party is resident inside or outside the Netherlands, the Firm will not be liable for any errors made by this third party.
11.11 If a third party will be permitted to rely on a report or an advice prepared by the Firm, Client agrees that the limitation of liability of the Firm set out in this paragraph 11 will also be applicable to such third party. The amount for which the Firm can be held liable will be the maximum aggregate amount in relation to the Client and such relying third party collectively. Client will ensure that such limitation of liability will also apply in relation to such relying third party and indemnifies the Firm and its shareholders, directors and partners against any and all claims, costs and liabilities from such third party exceeding the maximum aggregate amount.

12 COMPLIANCE

- 12.1 The Firm and Client will each comply with any and all laws and regulations as may be applicable from time to time, including but not limited to laws and regulations in the field of data protection.
12.2 Client confirms that in the event it provides personal data to the Firm, it will have ensured it has the required consents in doing so. Client indemnifies the Firm against any and all claims from individuals, and subsequent fines, costs and liabilities, that their personal data has been processed by the Firm without prior consent.

13 ASSIGNMENT

Unless the Firm has given its express consent, Client is not permitted to assign any obligation laid down in this Contract to third parties. The Firm is entitled to attach conditions to its consent. Client undertakes in any case to impose all relevant payment obligations laid down in the Contract on the third party. Unless Client and the Firm explicitly agree otherwise, Client, in addition to the third party, will continue to be liable for the obligations laid down in the Contract and the Terms.

14 ELECTRONIC COMMUNICATION

The Firm will provide reasonable measures to prevent damage from viruses and interception or manipulation of electronic communication. The Firm will not be liable for damages as a result from sending viruses and/or other irregularities in the electronic communication.

15 TERM OF FORFEITURE

Except where otherwise provided in the Contract, rights of action and other powers enjoyed by Client for whatever reason vis-à-vis the Firm will lapse in any event one year after an occurrence leading to Client's entitlement to invoke these rights vis-à-vis the Firm.

16 GENERAL

- 16.1 The rights or powers enjoyed by the Firm under this Contract will not be affected or limited by the Firm's failure to directly enforce any rights or powers. Any right or authority laid down in or ensuing from any provision or condition of this Contract can only be renounced in writing.
16.2 The provisions of this Contract, which are intended, either expressly or tacitly, to remain in effect even after termination of this Contract, will remain in effect after the Contract has been terminated and continue to bind both parties.
16.3 If these Terms and the engagement letter contain conflicting conditions, the contained in the engagement letter will prevail.

17 APPLICABLE LAW AND JURISDICTION

- 17.1 The legal relationship between Client and the Firm, including any Contract, engagement letter and these Terms, are governed by the laws of the Netherlands.
17.2 Unless the parties expressly agree otherwise in writing, all disputes between Client and the Firm relating to this Contract shall be exclusively settled by the competent court in Amsterdam, the Netherlands.