GENERAL CONDITIONS TEKZ BELASTINGADVISEURS

Article 1 - General

1.1 The terms below are defined as follows in these general conditions:

a) The Client: the party commissioning the assignment;

b) Specific Contractor: one of the following parties that has provided a quotation and/or offer or an Assignment or Agreement has been entered into with the Client:

1. **TEKZ Tax Advisors B.V.**, established in (1817 MJ) Alkmaar at Rogier van der Weydestraat 8N, registered in the Trade Register of the Chamber of Commerce under number 37158306, or;
2. **Tweebeeke TEKZ Praktijk B.V.**, established in (1901 ZV) Castricum at Koningsduin 28, registered in the Trade Register of the Chamber of Commerce under number 85945080, or;
3. **Macopine TEKZ B.V.**, established in (2011 VK) Haarlem at Wilhelminastraat 43 A, registered in the Trade Register of the Chamber of Commerce under number 85945021, or;
4. **Van der Krieke (TEKZ) Tax Advisors B.V.**, established in (1817 MJ) Alkmaar at Rogier van der Weydestraat 8N, registered in the Trade Register of the Chamber of Commerce under number 76714837, or;
5. **Wiebes (TEKZ) Tax Advisors B.V.**, established in (2211 LV) Noordwijkerhout at Forum 2, registered in the Trade Register of the Chamber of Commerce under number 56409737, or;
6. **aeqius (TEKZ) Belastingadvies**, established in (1902 MR) Castricum at Charlotte van Pallandtlaan 25, registered in the Trade Register of the Chamber of Commerce under number 59504676, or;
7. **ARH2O (TEKZ) Tax**, having its registered office at (1078 GM) Amsterdam at Scheldestraat 48-1, registered in the trade register of the Chamber of Commerce under number 73616443, or;
8. **Charian (TEKZ) Tax Advisors B.V.**, established at (1448 KH) Purmerend at Oslohaven 7b, registered in the Trade Register of the Chamber of Commerce under number 77075528.

c) Assignment and/or Agreement: the agreement for the assignment, in which the Contractor undertakes to perform various activities vis-à-vis the Client;

d) TEKZ Belastingadviseurs: the joint venture, only consisting of a so-called 'cost partnership', between the Specific Contractors, whereby each Specific Contractor accepts and executes Assignments for its own account and risk.

1.2 All Assignments are exclusively accepted and performed by the Contractor, notwithstanding Articles 7:404 and 7:407, paragraph 2 of the Netherlands Civil code, regardless of whether the Client has expressly or tacitly granted the Assignment with the intention of having a certain person or persons perform the activities.

1.3 All clauses in these general conditions have also been drawn up on behalf of all the parties who are working for the Contractor in the context of the performance of the Assignment, including the partners of TEKZ Belastingadviseurs B.V.. These parties can also invoke these clauses vis-à-vis the Client.

Article 2 – Applicability

2.1 These general conditions apply to all Assignments and/or Agreements between the Client and the Contractor, and their respective legal successors. These general conditions also apply to all agreements arising on this basis and/or associated agreements, as well as all to offers and/or quotations provided by the Contractor.

2.2 The applicability of the Client's General Conditions is expressly rejected by the Contractor.

2.3 Clauses deviating from these conditions are only applicable if and insofar the Contractor has confirmed these expressly to the Client in writing.

2.4 If any clause, which forms a part of these general conditions or the agreement, is invalid or declared void, then the rest of this agreement shall continue to exist as far as possible, and the clause in question will immediately be replaced in consultation by the parties by a clause that corresponds as much as possible to the meaning of the original clause.

Article 3 – Establishment of the Agreement

3.1 The Agreement shall be established at the time that the assignment confirmation signed by the Contractor and the Client is received by the Contractor. The assignment confirmation is based on the information provided to the Contractor by the Client at that time. The assignment confirmation is deemed to accurately and fully represent the Agreement.

3.2 If the Assignment is granted verbally, or if the assignment confirmation has not yet been received, the Assignment is deemed to be established under the applicability of these general conditions at the time that the Contractor commences the performance the Assignment at the request of the Client.

Article 4 - Data and information

4.1 The Client is obligated to provide all the data and information requested by the Contractor, as well as the data and information that the Client can reasonably know that the Contractor needs for the correct performance of the Assignment, a) on time, b) in the form desired by the Contractor and c) in the way desired by the Contractor.

4.2 The Client guarantees the accuracy, completeness, reliability and legitimacy of the data and information provided to the Contractor by the Client or on the Client's behalf, also if this data and information have been provided through a third party or originate from a third party, unless the nature of the Assignment provides otherwise.

4.3 The Client is obliged to immediately inform the Contractor with respect to facts or circumstances that could be important in connection with the performance of the Assignment.

4.4 The Contractor has the right to suspend the performance of the Assignment until the time that the Client has fulfilled the obligations referred to in the first, second and third paragraphs.

4.5 Extra costs, extra hours, and other damages that arise for the Contractor because the Client has not fulfilled the obligations referred to in the first, second and third paragraphs, are for the expense and risk of the Client.

4.6 At the first request of the Client, the Contractor shall return the original documents provided by the Client.

Article 5 - Performance of the Assignment

5.1 The Contractor shall determine the way and by which person(s) the Assignment is performed, yet he/she shall take into account as far as possible the wishes expressed by the Client. If, in the performance of the Assignment, the Contractor wishes to engage third parties at the expense of the Client, he/she may only do this with the Client's approval.

5.2 The Contractor shall perform the activities to the best of his/her ability and as a professional acting with due care; however, the Contractor also cannot guarantee that any desired result shall be achieved.

5.3 The Assignment will be performed with due observance of the applicable professional and other regulations required by or in accordance with the law. The Client shall provide full cooperation at all times with the obligations that arise for the Contractor on this basis.

5.4 The Client acknowledges, on the basis of the Act on Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme* – Wwft) the Contractor:

a) May be required to conduct an investigation into the identity of the Client and/or the customer;

b) May be required to report certain transactions to the authorities appointed by the government for that purpose.

5.5 Professional and other regulations include, in any case, the Professional Practice Regulations of the Dutch Association of Tax Advisers (*Reglement Beroepsuitoefening van de Nederlandse Orde van Belastingadvisers* - NOB).

5.6 The Contractor excludes any liability whatsoever for damages arising as a result of the Contractor's compliance with legislation and professional and other regulations applicable to him/her.

5.7 For the Assignment, the Contractor shall maintain a work file containing copies of the relevant documents, which is the property of the Contractor.

5.8 During the performance of the Assignment, the Client and the Contractor, at the request of one of the parties, shall be able communicate with each other by electronic mail. The Client and the Contractor are vis-à-vis each other not liable for any damages that arise from use of electronic mail. Both the Client and the Contractor shall do that which can reasonably be expected to prevent risks, such as spreading viruses and distortion.

5.9 In the case of doubt concerning the content and/or sending of electronic mail, the data extracts from the Contractor's computer systems shall prevail.

Article 6 –Terms

6.1 The terms during which activities must be completed are only considered final deadlines if this is agreed in writing.

6.2 If the Client owes an advance payment or if the Client must provide the necessary data and information for the performance of the Assignment, then the period during which the activities should be completed shall not commence before the payment in full has been received by Contractor, or before all of the data and information has been provided to the Contractor.

6.3 Unless it has been established that performance thereof remains impossible, the Agreement may not be terminated by the Client because the deadline is not met, before the Client, after the expiry of the agreed term, has given the Contractor notice of reasonable term to perform the Assignment (in full) as yet, and the Contractor still does not perform the Assignment at all or within the term provided.

Article 7 – Termination

7.1 The Agreement is concluded for an indefinite period, unless, due to the content, nature or purport of the Assignment granted, it is clear that the Assignment has been concluded for a fixed term.

7.2 The Client and the Contractor may terminate the Agreement at any time (in the interim) with due observance of a reasonable period of notice, unless the termination or the termination in such a period is contrary to the principles of reasonableness and fairness. The termination must be communicated to the other party in writing.

7.3 The Agreement may be terminated by either the Contractor or the Client (in the interim) by means of registered post, without due observance of a period of notice, if the other party is not able to pay its debts or if an official receiver, administrator or liquidator is appointed; if the other party undergoes debt restructuring; if the other party ceases its activities for any other reason; if one party considers it reasonably plausible that one of the abovementioned circumstances will arise for the other party; or if a situation arises that justifies the immediate termination in the interest of the terminating party.

7.4 In all cases of interim or other termination, the Contractor retains the right to payment of the fee notes for all of the activities performed by the Contractor that point in time, which will be made available to the Client, subject to the provisional results of the activities performed until then.

7.5 If the Client decides on interim or other termination, the Contractor has a right to compensation for capacity utilisation loss, which has arisen for and which can be demonstrated by the Contractor, as well as for reasonable additional costs that were or will be incurred by the Contractor as a result of the early termination of the Agreement (such as costs relating to possible subcontracting), unless there are facts and circumstances that are the basis for the termination and which can be attributed to the Contractor.

7.6 If the Contractor decides on interim or other termination, the Client has a right to cooperation from the Contractor for the transfer of activities to third parties, unless there are facts and circumstances that are the basis for termination which can be attributed to the Client.

7.7 Insofar as the transfer of the activities for the Contractor is accompanied by extra costs, these will be charged to the Client.

7.8 Upon termination of the Agreement, each of the parties shall immediately return to the other party all goods, items and documents in their possession that belong to the other party.

Article 8 - Intellectual property rights

8.1 All rights concerning products of the mind that the Contractor develops or uses in the performance of the assignment, also including recommendations, working methods model or other contracts, systems, system designs and computer programs, belong to the Contractor, insofar as they do not already belong to third parties.

8.2 Except for with the express written advance permission of the Contractor, the Client is not permitted to reproduce, make public or exploit products of the mind or the recording thereof on data carriers, including together with or through the engagement of third parties, without prejudice to the provisions of Article 9.3.

Article 9 - Confidentiality

9.1 The Contractor is required to maintain confidentiality with respect to the data and information provided by or on behalf of the Client with respect to third parties that are not involved with the performance of the assignment. This obligation does not apply insofar the Contractor is subject to a statutory or professional duty that dictates disclosure of the information, including the obligations arising from the Act on Prevention of Money Laundering and Financing of Terrorism and other national or international regulations of a similar meaning, or insofar as the Client has released the Contractor from the duty of confidentiality.

9.2 The first paragraph does not prevent confidential consultation between colleagues within the Contractor's organisation, insofar as the Contractor considers this necessary for the proper performance of the assignment or for proper fulfilment of a statutory or professional duty of disclosure.

9.3 If the Contractor represents him/herself in a disciplinary, civil, arbitration, administrative or criminal procedure, he Contractor has the right to use the data and information which he/she came to know in the performance of the assignment insofar as this data and information could be of importance in his/her reasonable opinion.

9.4 Except for with the express advance written permission of the Contractor, the Client is not permitted to disclose the content of the recommendations, opinions or other written or unwritten communications of the Contractor or to make them available in any other way to third parties, except for if this arises directly from the Agreement, if this takes place to obtain an expert opinion concerning the relevant activities of the Contractor, if the Client is subject to a statutory or professional duty of disclosure, or if the Client represents him/herself in a disciplinary, civil, arbitration, administrative or criminal procedure.

9.5 The Contractor has the right to state the name of the Client and the main points of the activities performed to commercial and other business associates of the Contractor to indicate the Client's experience.

Article 10 – Personal data and the General Data Protection Regulation

10.1 In providing the Contractor with personal data, the Client shall abide by the General Data Protection Regulation (*Algemene Verordening Gegevensbescherming*) and other applicable regulations and legislation concerning the protection of personal data.

10.2 In performing the assignment, the Contractor shall abide by the General Data Protection Regulation and other applicable regulations and legislation concerning the protection of personal data. The Contractor shall process the personal data exclusively for the purpose for which the personal data were obtained.

10.3 If necessary, the Client and Contractor shall conclude a processing agreement.

10.4 The Contractor shall take suitable technical and organisational measures to secure the personal data against destruction, loss and unauthorised access.

10.5 The Client agrees to the fact that, in order to provide and optimise the service, the Contractor will work with third parties such as ICT service providers and suppliers of administration tools, and will share personal data with third parties in this context. The Contractor shall conclude a processing agreement with processors and sub-processors in accordance with the stipulations of the General Data Protection Regulation.

Article 11 - Fee

11.1 The Client shall owe the Contractor a fee and an allowance for costs incurred in accordance with the Contractor's normal rates, calculation methods and working methods.

11.2 The Contractor has the right to request an advance payment from the Client.

11.3 If, after the establishment of the Agreement, but before the Assignment has been completed in full, factors affecting the rate such as wages and/or prices undergo a change, the Contractor has the right to adjust the rate agreed earlier in accordance with the situation.

11.4 The rates do not include VAT or other taxes imposed by the authorities.

Article 12 – Payment

12.1 Payment must take place without any deductions, discount or set-off, in Dutch currency, by means of deposit or transfer to the bank account indicated on the invoice, within 14 days after the invoice date. The day of payment is the day that the amount owed is credited to the Contractor's bank account. Objections to the level of the invoice do not suspend the Client's payment obligation.

12.2 If the Client has not paid within the term stated in the first paragraph, or within another term agreed by the parties, the Client is in default by operation of law and the Contractor has the right to charge statutory interest from that point in time.

12.3 If the Client, acting in the course of a business or profession, has not paid within the term stated in the first paragraph, the Client is obliged to pay all the out-of-court and court collection and other costs incurred by the Contractor, also insofar as these costs surpass any court order for costs, unless the Contractor, as the losing party, is ordered to pay the costs.

12.4 If the Client is not acting in the course of a business or profession, the Client is obliged to pay extrajudicial collection costs amounting to the maximum amount in accordance with the Extrajudicial Collection Costs Decree (*Besluit vergoeding van buitengerechtelijke incassokosten*). These extrajudicial collection costs are payable by the Client if he fails to pay the amount due after receiving a demand for payment within fourteen days.

12.5 In the case of a jointly granted Assignment, insofar as the Assignment is performed on behalf of the joint Clients, the Clients are jointly and severally liable for the payment of the invoice amount, the interest owed and the costs.

12.6 The Contractor reserves the right – also during the performance of an assignment, if the financial position or the payment behaviour of the Client gives reason for this in the Contractor's opinion – to demand a full or partial advance payment from the Client and/or to demand that security be provided, and in the absence of this, the Contractor has the right to suspend the fulfilment of his/her obligations.

Article 13 - Complaints

13.1 At the risk of forfeiting all rights, a complaint relating to the activities performed or to the invoice amount must be communicated to the Contractor in writing within 30 days after the sending date of the documents or information over which the Client is lodging a complaint, or, if the Client demonstrates that he/she was not reasonably able to discover the shortcoming earlier, within 30 days after the discovery of the shortcoming.

13.2 A complaint does not suspend the payment obligation of the Client, except insofar as the Contractor has indicated to the Client that Contractor believes the complaint is justified.

13.3 In the case of a rightfully lodged complaint, the Contractor may choose between adjusting the fee invoiced, improving the activities in question free of charge, performing them again free of charge, or ceasing to perform the Assignment in whole or in part, and repaying a pro rata amount of the fee already paid by the Client.

Article 14 – Liability

14.1 The Contractor is liable vis-à-vis the Client only for any shortcoming in the performance of the assignment insofar as a shortcoming has arisen due to the non-observance of due care and expertise, as a result of which the performance of the assignment cannot be trusted.

14.2 The Contractor's liability for any shortcoming in the performance of the assignment and for any wrongful act caused by the Contractor is limited to three times the amount that the Client, on the basis of the provision in Article 10, has paid as a fee (not including VAT) to the Contractor and/or still owes for the activities to which the loss-causing occurrence relates or is associated with, up to a maximum of three hundred thousand euros (€ 300,000).

14.3 The limitation of the liability referred to in the previous paragraph does not apply insofar as the loss or damage is a result of wilful misconduct or gross negligence on the part of the Contractor.

14.4 The Contractor is also not liable for the following:

- Any loss or damage arising for the Client or third parties that is the result of incorrect or incomplete data or information provided by the Client to the Contractor or which is otherwise the result of acts or omissions by the Client;
- Any loss or damage arising for the Client or third parties that is the result of acts or omissions by auxiliary persons who are engaged by the Client or the Contractor (not including employees of the Contractor), also if these persons are employed at an organisation affiliated with the Contractor;
- Loss of profits, indirect or consequential damage arising for the Client or third parties.

14.5 A claim for the reimbursement of loss or damage must be submitted the Contractor no later than 12 months after the Client has discovered or reasonably could have discovered the loss or damage. If this does not occur, the right to compensation for loss or damage shall be forfeited.

14.6 The Client is obligated to reimburse the Contractor and indemnify the Contractor against all claims from third parties – also including the shareholders, managing directors, supervising directors and staff of the Client, as well as affiliated legal entities and businesses and others involved with the Client's organisation – which arise from or are connected with the activities of the Contractor for the Client, except insofar as these claims are the result of wilful misconduct or gross negligence on the part of the Contractor.

Article 15 – Expiry period

Insofar not determined otherwise in these general conditions, the Client's right of action, which also applies vis-à-vis the Contractor in connection with the performance of the activities by the Contractor, shall be forfeited in any case after one year after the time which the Client learned or could have reasonably learned of the existence of these rights.

Article 16 – Choice of law and jurisdiction

16.1 All agreements between the Client and the Contractor are subject exclusively to the law of the Netherlands.

16.2 Unless expressly agreed otherwise in writing by the parties, any disputes associated with Agreements between the Client and the Contractor shall be submitted to the competent court in the location where the Contractor is established.

16.3 Contrary to the previous paragraph, the Client and the Contractor may select another method of dispute resolution.

/