

Article 1. General

The following definitions apply to these general terms and conditions:

1. *Client*: the person or the legal entity who has authorised the Contractor to perform services with regard to a contract as referred in article 3.
2. *Contractor*: Global Tax Centre established in Veldhoven and registered with the Dutch Chamber of Commerce in Eindhoven with number: 56538219.
3. *Services*: all work and other activities that are subject of any offer, quotation, agreement or other juristic act in the relationship between the Client and the Contractor.
4. *Documentation*: all information made available by the Client to the Contractor as well as information obtained by the Contractor in the course of its activities.
5. *Contract*: the agreement between the Client and the Contractor to perform services for the Client by the Contractor in accordance with the assignment.

Article 2. Applicability

1. These general terms and conditions are applicable on all contracts the Contractor has concluded within the scope of its performance of services.
2. Deviations of these general terms and conditions shall only apply if and to the extent expressly confirmed in writing between the Client and the Contractor.
3. The general terms and conditions of the Client shall not apply and the applicability will be rejected by the Contractor.
4. If any clause in the general terms and conditions or in the contract shall be vain or will be vained, the rest of the contract remains in force. Accordingly the concerning clause will be immediately replaced by a clause which reflects the object of the original clause as close as possible.

Article 3. Start and duration of the contract

1. A contract between the Client and the Contractor is concluded when the Contractor accepts the assignment orally or in written, but preferably when the Contractor receives the signed contract from the Client, or when the assignment is started on a recognisable way for the Client. The confirmation is based on the information provided at that time by the Client to the Contractor. The confirmation shall be deemed to reflect the contract correctly and completely.
2. The contract is an assignment agreement as referred in article 7:900 of the Dutch Civil Code.
3. The Client and the Contractor are free to prove the existence of a contract with other resources.
4. The contract will be concluded for an indefinite period of time, unless it is obvious that the nature, the content or the

intention of the assignment is concluded for a fixed period of time.

Article 4. Data and information

1. The Client is obliged to supply the Contractor with the requested data and information promptly and properly. The Client is also obliged to supply the Contractor with data and information to identify the Client as a result of the Law for the Prevention of Money Laundering and Terrorist Financing before the start of the services, unless based on the Law for the Prevention of Money Laundering and Terrorist Financing the identification may take place later on. Any additional costs as well as additional fees incurred due to the failure of the Client to supply the requested data or information promptly or properly shall be borne by the Client.
2. The contractor can legally postpone the performance of the contract as long as the Client has not met the obligations as mentioned in article 4.1.
3. The Client shall inform the Contractor immediately about important facts and circumstances with regard to the performance of the assignment.
4. The Client warrants the accuracy, completeness and reliability of the data and information supplied by it or on its behalf of the Contractor. Even if it concerns data and information from a third party.
5. Any additional costs as well as additional fees incurred due to the failure of the Client to supply the requested data or information promptly or properly shall be borne by the Client.
6. On his request, the data and information has to be returned to the Client, except for the provisions as mentioned in article 14.

Article 5. Performance of the contract

1. The Contractor shall determine who and by which person(s) the contract shall be performed, taking into account any wishes in time provided by the Client about the performance of the assignment.
2. The Contractor shall carry out the work to the best of its ability and with due to professional care. However, the Contractor does not guarantee the achievement of any intended results.
3. If desirable, the Contractor has the right to involve third parties in the execution of some activities without any notification to the Contractor and without approval of the Contractor.
4. If during the duration of the contract activities will be performed which are not a part of the profession or business of the Client these activities are not considered

as activities as concluded in the contract. These activities will be considered to be performed on a separate contract.

5. If in the contract activities have to be performed within specific deadlines these deadlines are no fatal deadlines but only approximate deadlines. Exceeding such a deadline does not bring a liable fault of the Contractor and accordingly there is no base to terminate the contract. In case of the exceedment of a deadline the Client is allowed to adjust a new, reasonable deadline in which the Contractor is obliged to perform the contract within this term except for force majeure. Exceeding this new, reasonable term brings in a legal reason for the Client to terminate the contract.
6. The performance of the contract is not – unless specific mentioned in written – explicitly oriented on the discovery of fraud. If the activities give indications for fraud, the Contractor shall report this to the Client. The Contractor has to comply with the applicable legislation as well as the relevant regulations and guidelines as issued by the professional associations.
7. For the performance of the assignment the Contractor has a work file with copies of relevant documents which are the property of the Contractor.

Article 6. Confidentiality and exclusivity

1. The Contractor is obliged to strictly secrecy against third parties who are not involved in the performance of the assignment, unless the Client has dismissed the Contractor from his secrecy and except for obligations for publications of certain information imposed by law, including also the law for the Prevention of Money Laundering and Financing of Terrorism and other national or international regulations with a similar purpose. This secrecy concerns all the confidential information provided to the Contractor by the Client and the obtained results. This provision does also not prevent confidential collegially deliberation within the organisation of the Contractor, as far as the Contractor thinks that the deliberation is necessary for a careful execution of the contract or for a careful satisfaction to legal obligations as well as professional obligations.
2. Contractor is allowed to use the figures for statistical or comparative ranges under the condition that the figures cannot convert into individual Clients.
3. Contractor is not allowed to use the information given by the Client for other meanings, except for provisions as mentioned in article 6.2, and in case the Contractor represents itself in a civil or criminal procedure and the information is therefore necessary.

- Without prior written permission by the Contractor, the Client will not disclose or make available to third parties in any other way advice, opinions or other statements made by the Contractor, whether or not in writing, unless such action arises directly from the contract or is effected to obtain an expert opinion on the work performed by the Contractor, the Client has a legal or professional obligation to disclose the data concerned or is acting on behalf of itself in disciplinary, civil or criminal procedures.

Article 7. Intellectual property

- The Contractor reserves all intellectual property with respect to intellect that the Contractor developed or used, such as working methods, contracts, advice, programs which the Contractor has used within the development of activities for the Client, as far as third parties are entitled to such intellectual property rights.
- Without prior written permission by the Contractor, the Client will not reproduce, disclose or exploit such intellectual property or a recording thereof on any data carrier, either alone or in conjunction with or through third parties, without prejudice to the provisions.
- The Client is not allowed to provide third parties with products different from obtaining an opinion from an expert about the activities of the Contractor.

Article 8. Force majeure

Neither party is responsible for nonfulfillment or fulfilment not in time of their responsibilities, if this is a direct or indirect consequence of the circumstances or causes without a reasonable sphere of influence.

Article 9. Fee

- Before the start of the activities as well as during the activities the Contractor is allowed to suspend the activities until the Client has paid a reasonable amount in advance for the performance of the activities or if the Client has issued securities with respect to the performance of the activities.
- The fee charged by the Contractor is not depending on the results of the activities.
- The fee charged by the Contractor can exist of a fixed amount in advance by contract and/or can be calculated based on a tariff per working hour, the Client is obliged to pay as far as activities have been performed by the Contractor.
- If in the contract a fixed fee is agreed, the Contractor is allowed to invoice a tariff per working hour and accordingly the Client is obliged to pay, if and so far the

activities are above the activities as concluded in the contract.

- If after the realization of the assignment, but before the assignment is completely realised, wages and/or fees are changed, the Contractor is allowed to change the fee accordingly, unless the Contractor and the Client have made other appointments about this.
- The fee charged by the Contractor, if necessary increased with other expenses, notes of fees of third parties and turnover tax will be invoiced to the Client on a monthly, quarterly or yearly basis or after fulfilment of the activities.

Article 10. Payment

- Payment of the invoice amount by the Client – unless agreed different in writing – has to take place within the periods as agreed, but in no case later than 14 days after the invoice date, by meaning of a bank deposit on the bank account of the Contractor and without any right to a discount or a debt comparison.
- If the Client has not paid the invoice amount within the period mentioned in article 10.1 or within the agreed period, he is in default by operation of law after without being reminded by the Contractor or proof of default, the Contractor has the right to charge a monthly interest of 1% over the invoiced amount as from the expiry date, unless the legal interest is higher, in that case the legal interest is due until the day the complete invoice amount is paid, without prejudice to the remaining rights of the Contractor.
- All costs which are a consequence of the judicial or extrajudicial entirety of the claim, are for the account of the Client even if the amount of the costs is higher than the judicial costs. The extrajudicial costs are determined on at least 15% of the claimed amount, with a minimum of € 250.
- The Client has to give security in a way defined by the Contractor under the condition that the financial position or the payment behaviour of the Client is a reason for the Contractor. If the Client is not willing to give security the Contractor is allowed to suspend, without prejudice to all his other rights, the performance of the contract immediately. Contractor can directly claim all outstanding amounts.
- Clients who give a collective assignment to the Contractor are jointly responsible for the payment of the invoice as far as the activities in the name of the collective Clients have been performed.

Article 11. Retention

- The Client and the Contractor explicitly agree that the Contractor is competent to postpone the delivery of goods until the Client has fulfilled his obligation to pay all outstanding declarations including interest and costs due as well as the fulfilment of his obligation to compensate the loss that the Contractor has suffered related to the legal relationship involved, or a security which is sufficient in banking traffic, for example an irrevocable bank guarantee.
- The goods as mentioned in article 11.1 are in any case including books, documents, information, administrative data and other data (bearers) which are developed with regard to the performance of the assignment.

Article 12. Complaints

- The Contractor must be informed in written about any complaints on work performed or fees charged within thirty (30) days of the date of dispatch of the documents or information on which such complaints are based or, in case the Client will prove that he could not reasonably have discovered the shortcoming earlier, within thirty (30) days after discovery thereof, failing which the Client will claim and all complaints relating hereto.
- Complaints will not entitle the Client to suspend its payment obligations, unless the Contractor has informed the Client that it considers the complaint to be justified.
- In the event of a justified complaint the Contractor will have the right, at its own discretion, either to adapt the fees charged, rectify the shortcoming free of charge, repeat the assignment concerned, or cancel the performance of the assignment partly or fully against a proportional refund of fees paid by the Client.
- If the complaints are not started in time all rights of the Client related to this complaints will tumble down.

Article 13. Liability and protection

- All damage suffered by the Client and in any way related to or caused by not, not timely or not or indecent execution of the contract, the Contractor is only liable for a maximum of three times the amount of the fee (excluding VAT) of the relevant contract over the last calendar year, with a maximum of fifty thousand euro (€ 50,000), unless there is deliberate conduct or gross negligence on the side of the Contractor.

2. The Contractor is not liable for:
 - a. Damage suffered by the Client or third parties resulting from inaccurate or incomplete data or information supplied by the Client to the Contractor or from other act or omission by the Client;
 - b. Damage suffered by the Client or third parties as a result of acts or omissions of auxiliary persons engaged by the Contractor (not including employees of the Contractor) even if such persons are employed by any organization affiliated with the contractors.
 - c. Indirect, special or consequential damages suffered by the Client or third parties.
3. If possible the Contractor always has the right to undo the loss of the Client or to lower the loss by rectification or improvement of the imperfectly product.
4. The Contractor is not liable for damage or perish of data during the transportation or during the shipping by post, regardless if the transportation or the shipping by post is by or on behalf of the Client, the Contractor or third parties.
5. A claim for compensation of the damage needs to be submitted by the Client with the Contractor no later than twelve (12) months after the moment the Client has noticed the damage or could reasonably have noticed the damage, if not the right for compensation expires.
6. The Client secures the Contractor against all claims of third parties, including claims of shareholders, directors, commissioners and personnel of the Client, as well as affiliated legal entities and companies as well as others involved in the organisation of the Client directly or indirectly connected with the contract. The Client secures the Contractor especially against claims of third parties due to damage caused by the fact that the Contractor was not informed correctly and completely by the Client, unless the Client can prove that the damage is not related to culpable act or fail by the Client or is caused by deliberate conduct or gross negligence of the Contractor. The before mentioned is not applicable for assignments to investigate the annual accounts as meant in article 2:393 of the Dutch Civil Code.
7. The Client secures the Contractor against all possible claims of third parties in case the Contractor has to return the assignment based on legal grounds and/or professional rules and/or is forced to cooperate with government institutions which are entitled to receive information received by the Contractor from the Client or third parties during the execution of the assignment.

Article 14. Termination

1. The Client and the Contractor have the right to terminate the contract immediately at any time. If the contract terminates before the activities are finished article 9.2 is not applicable.
2. Termination of the contract has to be done in writing.
3. If the Contractor terminates the contract he is obliged to inform the Client about the reasons for the termination and do all the best for the Client.

Article 15. Right to suspension

The Contractor has the right to suspend the fulfilment of his obligations, including the delivery of documents and data to the Client or third parties, until the moment that all outstanding claims are paid by the Client.

Article 16. Applicable law and disputes

1. All contracts between the Client and the Contractor will be governed by Dutch law.
2. Disputes due to the contract which do not fall within the jurisdiction of the sub district court will be submitted to the competent court in the place in which the registered office of the Contractor is situated.
3. Notwithstanding the provisions in article 16.2, the Client and the Contractor may choose a different manner of dispute settlement.

Article 17. Electronical communication

1. Unless otherwise agreed in written parties may suppose that submission of correctly addressed fax messages, email messages (including email messages sent by way of the internet) and voicemail messages regardless of confidential information or data related to the assignment, will be accepted by both parties. The same applies for other means of communication used or accept by the other party.
2. Parties realise that internet is per definition unsafe and that data can be injured, that messages cannot be delivered always or completely and that in common cases it may be better to use other means of communication. In case of electronical communication there is a risk that the data will be infected with a virus. Parties have to protect and accept their own systems and interests as far as legally permitted and against the other party no kind of responsibility will be accept for losses, damages or omissions which are a consequence

of using internet, networks, applications, electronical data or other systems of the Client.