

Version: January 2019

Article 1 – General/definitions

In the general terms and conditions the following definitions apply:

Client: the natural person(s) or legal entity(-ies) who has/have placed an order;

Company: Dutch Tax Returns B.V. registered at the Dutch Chamber of Commerce under number 65618831.

Work: all work for which an order has been given by the client or which is performed or should be performed by the Company for other reasons directly related to the order, in its broadest sense and encompassing in any case the work as indicated in the order confirmation.

Article 2 – Scope of application

1. These general terms and conditions apply to all the work, including follow up work or amended or additional work, performed by the Company. These general conditions also apply to all agreements arising on this basis and/or associated agreements, as well as to all offers and/or quotations provided by the Company.

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

3. 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

1. All offers of the Company are non-binding and issued inclusive of VAT. Offers represent only an indication of the fee to be charged, based on an estimate of the time to be spent and such estimate being made, unless the opposite proves to be true, on the assumption that the records and other information of the client will be provided complete and well-arranged.

2. The Agreement shall be established at the time that the Client has signed up on the website and the information is received by the Company. The confirmation is based on the information provided to the Company by the Client at that time. The confirmation is deemed to be accurately and fully represent the Agreement.

3. If the Agreement is granted verbally or per e-mail, sms or similar means of communication and/or the confirmation has not yet been received, and the Company has started to carry out the order at the Client's request, the Agreement is deemed to be established under the applicability of these general terms and conditions.

4. The agreement is entered into for an indefinite period of time, unless it emerges from the content, nature or scope of the granted work that it has been entered into for a definite period of time.

Article 4 - Data and information

1. The Client is required to provide all data and information the Company needs for the correct performance of the Agreement, a) on time, b) in the form desired by the Company and c) in the way desired by the Company.

2. The Client is obliged to inform the Company with respect to any (changed) facts or circumstances that could be important in connection with the performance of the Agreement.

3. The Client guarantees the accuracy, completeness, reliability and legitimacy of the data and information provided to the Company 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 Agreement provides otherwise.

4. Company has the right to suspend the performance of the Agreement until the time that the Client has fulfilled the obligations referred to in the first, second and third paragraph.

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

6. At the first request of the Client, the Company shall return the original documents provided by the Client.

Article 5 – Execution of the work

1. The Company shall determine the manner in which and by whom the work is performed, yet he/she shall take into account as far as possible the wishes expressed by the Client.

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

3. Company cannot perform and charge work to the client in excess of the initial agreement until the client has provided prior consent, unless such work is covered by the Company's duty of care.

4. In hiring a third party, the Company will take the necessary care with the client in selecting said third party as much as is customary or reasonable in relationship to the client. The Company is authorised to accept terms that apply in the relationship between the Company and the third party or which are established by the third party.

5. Company excludes any liability whatsoever for damages arising as a result of Company's compliance with legislation and other (professional) regulations applicable to him/her.

Article 6 - Confidentiality

1. Except for an obligation of disclosure in accordance with any legal provision, rule and/or professional rule, directive and/or other regulation, European or otherwise, or in the event that the Company acts for itself and/or for persons affiliated with or working for the Company in a disciplinary, private, administrative or criminal proceeding where such information may be important, the Company is required to maintain confidentiality with regard to third parties and the Company is not entitled to use the information provided to it by the client for purposes other than that for which it has been obtained.

2. Except with the express prior written consent of Company, the Client is not permitted to disclose the content of the recommendations, opinions or other written or unwritten communications of the Company 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 Company, 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.

3. Company will impose its obligations under this article on third parties that it hires.

4. This provision does not impede confidential collegial consultation or professional review, insofar this is deemed to be necessary by the Company as part of the requirements of professional practice and/or careful execution of the work. The Company will ensure that confidentiality is also maintained in this area, particularly regarding third party experts hired by the Company whether or not within its own organisation.

Article 7 – Intellectual property rights

1. All rights in connection with products of the mind that Company develops or uses in the performance of the agreement belong to the Company, insofar as these arise from the law.

2. The client is not permitted to reproduce, publish or exploit such products, including computer programmes, system designs, working methods, recommendations, contracts/model contracts and other intellectual products of the Company, all in the broadest sense, with or without the involvement of third parties. Publication may therefore only occur after consent has been obtained from the Company. The Company has the right to reproduce documents for use in its own organisation, where such suits the purpose of the work order. In the event of early termination, the foregoing provisions will remain in full effect.

Article 8 – Fee

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

2. Company has the right to ask for an initial payment.

3. If, after conclusion of the agreement but before the order is carried out in full, factors determining the rate, such as wages and/or prices, undergo a change, the Company will be entitled to adjust the agreed rate accordingly, unless the client and Company have made other agreements thereon. The Company also reserves the right to adjust the agreed hourly rates annually as of January 1.

4. All amounts in the offers and in any other correspondence are inclusive of VAT and exclusive of other governmental charges, unless otherwise mentioned.

Article 9 – Payment

1. Payment by the client must take place, without any deductions, discount or set-off, within the agreed terms, no later than 14 days from the

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invoice date. Payment must be made in by means of deposit or transfer to the bank account indicated on the invoice.

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 Company has the right to charge statutory interest from that point in time.

3. In the event of late payment, Company is entitled to suspend execution of the work without this resulting in any responsibility of damage on the part of the Company.

4. If no payment occurs after the payment period has elapsed and the Company is required to take collection measures, the client will owe extra-judicial collection charges of 15% of the amount due. If the Company, after notice to that effect, must take collection measures, the client will be required to pay, in addition to the principal and interest owed, all actual legal and extra-judicial expenses (i.e. not only the liquidated expenses) related to the relevant measures and proceedings.

5. If the Company believes that the client's financial situation or payment practices warrant it, the Company is entitled to require the client to provide a (additional) security immediately, in a way to be determined by the Company. If the client neglects to provide the requested security, the Company will be entitled, notwithstanding its other rights, to suspend further execution of the work immediately and all amounts owed by the client to the Company for any reason will be due immediately.

6. In case of an order given jointly, the clients, insofar as the work was performed for the joint clients, will be severally liable for payment of the invoice amount.

Article 10 - Complaints

1. Complaints relating to the work performed and/or the invoice amount must be communicated to Company in writing within 60 days after the posting 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 60 days after the discovery of the shortcoming.

2. A complaint does not suspend the payment obligation of the Client.

3. In the event of a legitimate complaint, Company 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 Agreement in whole or in part, and repaying a pro rata amount of the fee already paid by the Client.

Article 11 –Terms

1. If the Client owes an advance payment or if the Client must provide the necessary data and information for the performance of the work, then the period during which the activities should be completed shall not commence before the payment is received by Company, or before all of the data and information is provided to Company.

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

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 unless the Company also does not carry out the agreement, fully or in part, within a period indicated to it in writing after the agreed delivery period has passed. Dissolution will then be permitted in accordance with article 265, Volume 6 of the Civil Code.

Article 12 – Termination

1. The client and the Company may terminate the agreement at any time in writing whilst observing a reasonable notice period.

2. The Company remains entitled to payment of the fees for work performed until the agreement termination date.

3. In the event that the client decides to terminate the agreement earlier, the Company remains entitled to compensation for the costs that has reasonably been incurred as a result of the early termination, including costs relating to subcontracting. If the Company terminates the engagement early, the client is entitled to the assistance of the Company in transferring work to third parties.

4. Upon termination each party will without any delay return each other's belongings to one another.

Article 13 – Liability

1. Company is liable for any shortcoming in the performance of the Agreement insofar the shortcoming is a result of to the extent that the shortcoming is the failure to comply with the care and expertise on which

in the execution of the agreement should be trusted. Company is not liable for the following:

1.1. 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 Company or which is otherwise the result of acts or omissions by the Client;

1.2. Loss of profits, indirect or consequential damage arising for the client or third parties.

2. The aforementioned exclusions are not applicable in case of intentional act, wilful recklessness or gross negligence of Company.

3. The liability of the Company and/or persons affiliated with or working for the Company, arising from or related to the execution of work, will be limited to a maximum of the fee as agreed upon based on Article 8 as received by the Company as part of the relevant agreement and/or as to be received for the specific work performed for which the error resulted, to a maximum of € 25,000.

4. A claim for the reimbursement of loss or damage must be submitted to Company no later than 3 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.

5. The Client is obligated to reimburse Company and indemnify Company 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 Company for the Client, except insofar as these claims are the result of wilful misconduct or gross negligence on the part of Company.

6. All liability for actions, legal or otherwise, and shortcomings of any nature by third parties hired by the Company is excluded.

7. Damage resulting from inaccuracies in texts or printed matter, or messages via electronic means, that have been checked or approved by the client, cannot be claimed against the Company by the client.

Article 14 – Electronic communication

The client and Company may communicate with each other by electronic means during the execution of the work. Parties are not liable towards another for damage incurred to the other as a result of the use of electronic means of communication, including, but not limited to, damage resulting from non-delivery or delay in the delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/hardware used to transmit, receive or process electronic communications, transmission of viruses and non-functioning or improper functioning of the telecommunications network or other resources required for electronic communications, except inasmuch as the damage is the result of gross fault and/or intent.

Article 15 – Expiry period

1. The provisions of these General Terms and Conditions, which are explicitly or implicitly intended to remain in effect after the end of this agreement, will remain in effect thereafter and continue to be binding for the parties.

2. Insofar as these General Terms and Conditions do not indicate otherwise, all claims by the client against the Company shall lapse after the expiry of one year after such claims have arisen and in all events after five years from the event causing the claims.

Article 16 – Choice of law and jurisdiction

1. All agreements between the Client and Company are subject exclusively to Dutch law.

2. All disputes relating to agreements between the client and Company, to which these terms apply and which are not part of the jurisdiction of the district judge, will be adjudged by the competent judge in the region where the Company is domiciled.

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