

# General Terms and Conditions

Applicable to all assignments of Forward Tax Lawyers B.V.

Please be advised that this document constitutes an unofficial translation of the original terms and conditions, which have been drafted in Dutch.

The Original Dutch terms will be provided along with this version, and additional copies can be obtained upon request.

## Article 1 - General

1.1 In these General Terms and Conditions, the following terms shall have the following meanings:

Client: the party giving the assignment;

Contractor: the private limited company

Forward Fiscalisten B.V., established in 's-

Hertogenbosch, registered in the Business

Register of the Netherlands Chamber of

Commerce KVK under number 68190824;

Assignment or Agreement: the agreement

whereby the Contractor undertakes to

perform certain activities for the Client, which

fall within the usual scope of work of a tax

advisor. These activities include, but are not

limited to:

- advising on tax law issues;
- preparing tax returns;
- acting as an authorized representative in tax requests, objections, and appeal procedures, including higher appeal procedures and cassation appeal procedures;
- partially or fully maintaining bookkeeping;
- preparing annual accounts and other financial statements, such as annual reports, credit reports, and financial planning;

all of the above in the broadest sense of the word and in any case including the activities specified in the assignment confirmation.

1.2 All Assignments are exclusively accepted and executed by the Contractor, with the exclusion of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, regardless of whether the Client has explicitly or implicitly granted the Assignment with the intention of it being carried out by a specific person or persons.

1.3 All provisions in these General Terms and Conditions are also made for the benefit of all those who work and/or have worked for the Contractor in the context of the execution of the Assignment, including the Contractor's staff and auxiliary persons, as well as third parties, including directors, partners, associates, and subordinates of the Contractor. They can invoke these provisions against the Client.

## Article 2 - Applicability

2.1 These General Terms and Conditions apply to all Assignments or Agreements between the Client and the Contractor, as well as related persons and/or legal entities and their successors, to all resulting and/or related agreements, and to all offers and/or quotations made by the Contractor.

2.2 The applicability of General Terms and Conditions, purchasing conditions, or conditions of any kind from the Client is expressly rejected by the Contractor.

2.3 Provisions deviating from these General Terms and Conditions are only valid if and insofar as the Contractor has expressly and in writing confirmed them to the Client. Unless expressly agreed otherwise in writing, these deviations from or additions to the General Terms and Conditions only apply to the relevant Agreement.

2.4 If any provision, part of these General Terms and Conditions or the Agreement, is null and void or annulled, the Agreement will remain in force as much as possible, and the relevant provision will be replaced immediately by a provision that

approximates the intent of the original provision as closely as possible.

2.5 If this Agreement is concluded remotely electronically, the text of these General Terms and Conditions can be made available electronically.

2.6 The Contractor may amend or supplement the General Terms and Conditions. Changes that are of minor importance in the context of the execution of the Assignment can be implemented at any time.

2.7 The Client who has once entered into an Agreement under these General Terms and Conditions accepts the applicability of these General Terms and Conditions to all work performed by the Contractor on behalf of the Client.

## Article 3 - Formation of the Agreement

3.1 The Agreement is established and commences at the moment the Client confirms the Assignment, or when the Assignment is actually carried out.

The confirmation of the Assignment is based on the information provided by the Client to the Contractor at that time. The confirmation is deemed to accurately and fully reflect the Agreement.

3.2 If the Assignment was given orally, or if the assignment confirmation has not (yet) been signed and returned, the Assignment is deemed to have been established under the applicability of these General Terms and Conditions at the moment the Contractor, at the request of the Client, has started the execution of the Assignment.

## Article 4 - Data and Information

4.1 The Client must provide all data and information requested by the Contractor, as well as the data and information that the Client can reasonably know the Contractor needs for the correct execution of the Assignment, a) in a timely manner, b) in the form desired by the Contractor, and c) in the manner desired by the Contractor.

4.2 The Client guarantees the accuracy, completeness, reliability, and legality of the data and information provided by or on behalf of the Client to the Contractor, even if these are provided via third parties or originate from third parties, unless the nature of the Assignment dictates otherwise. The Client declares to comply with laws and regulations, including those related to the processing of personal data. The Contractor is not liable for any damage, of any kind, resulting from the inaccuracy and/or incompleteness of the data provided by the Client to the Contractor, nor for the provision of the data as such to the Contractor. The Contractor may destroy data and information received from or on behalf of the Client that is substantively in conflict with privacy regulations without informing the Client.

4.3 The Client must promptly inform the Contractor about facts and circumstances that may be relevant to the execution of the Assignment.

4.4 The Contractor has the right to suspend the execution of the Assignment until the Client has fulfilled the obligations mentioned in the first, second, and third paragraphs.

4.5 Extra costs, extra hours, and other damages for the Contractor, arising because the Client has not fulfilled the obligations mentioned in the first, second, or third

paragraphs, are at the expense and risk of the Client.

4.6 At the first request of the Client, the Contractor will return the original documents provided by the Client, unless the Contractor has a valid reason to retain these documents. The payment of outstanding invoices constitutes a valid reason as mentioned above. The Client bears the costs for this return shipment of documents.

## Article 5 - Execution of the Assignment

5.1 The Contractor determines the manner in which and by which person(s) the Assignment is carried out, but will take into account the wishes expressed by the Client as much as possible.

5.2 The Contractor has the right to have certain activities carried out by a person or third party designated by the Contractor, without notifying and obtaining the explicit consent of the Client, if the Contractor deems this desirable. In this context, the Contractor is also entitled to pass on the relevant (personal) data received from the Client to this third party. The engaged third party is considered a (sub)processor under the applicable privacy regulations. The Contractor ensures that the obligations resting on the Contractor under Article 10 of the Agreement also apply to this third party as much as possible.

5.3 The Contractor will perform the activities to the best of their ability and as a careful professional practitioner; however, the Contractor cannot guarantee the achievement of any intended result and/or effort towards it.

5.4 The Assignment will be carried out in compliance with the applicable (professional) regulations and the requirements of the law. The Client will fully cooperate with the obligations arising from this for the Contractor.

5.5 The Client is aware that the Contractor, under the Anti-Money Laundering and Anti-Terrorist Financing Act (in Dutch: Wet ter voorkoming van witwassen en financieren van terrorisme; Wwft):  
a) may be required to conduct an investigation into the identity of the Client and/or client;  
b) may be required to report certain transactions to the government authorities established for this purpose.

5.6 The Contractor excludes any liability for damages arising from compliance with the laws and (professional) regulations applicable to the Contractor.

5.7 The Contractor will maintain a work file related to the Assignment containing copies of relevant documents, which is the property of the Contractor.

5.8 The Contractor may use electronic communication means. If requested, the Client agrees to the use of an electronic signature by the Contractor as referred to in Article 3:15a of the Dutch Civil Code.

During the execution of the Assignment, the Client and the Contractor may communicate with each other through electronic means and/or use electronic storage (such as cloud applications). Unless otherwise agreed in writing, the parties may assume that the sending of correctly addressed emails (including emails sent via the internet) and voicemail messages, regardless of whether they contain confidential information or documents related to the Assignment, will be

accepted by both parties. The same applies to other communication means used or accepted by the other party. 5.9 The Client and the Contractor are not liable to each other for any damage that may arise for either of them from the use of electronic communication means, networks, applications, electronic storage, or other systems, including but not limited to damage resulting from non-delivery or delay in the delivery of electronic communication, omissions, distortion, interception, or manipulation of electronic communication by third parties or by software/equipment used for sending, receiving, or processing electronic communication, transmission of viruses, and the malfunctioning of the telecommunications network or other means required for electronic communication, unless the damage is the result of intent or gross negligence. The foregoing also applies to the use made by the Contractor in its contacts with third parties

5.10 In addition to the previous provision, the Contractor accepts no liability for any damage arising from or in connection with the electronic transmission of (electronic) annual accounts and the digital filing thereof with the Chamber of Commerce.

5.11 Both the Client and the Contractor will do or refrain from doing everything that can reasonably be expected of them to prevent the occurrence of the aforementioned risks.

5.12 The data extracts from the Contractor's computer systems are decisive and provide conclusive evidence of (the content of) the electronic communication sent by the Contractor and (the content of) the electronic communication received by the Contractor from or on behalf of the Client, subject to evidence to the contrary by the Client.

#### Article 6 – Deadlines

6.1 Deadlines within which activities must be completed are only fatal deadlines if agreed upon in writing.

6.2 If the Client owes an advance payment or must provide the data and information required for the execution of the Assignment, the period within which the activities must be completed does not commence until the payment has been fully received by the Contractor, or the data and information have been fully made available to the Contractor.

6.3 The Agreement cannot be dissolved by the Client due to exceeding the deadline, unless it is established that execution is permanently impossible, and the Client has given the Contractor a reasonable period to still (fully) execute the assignment after the agreed deadline has passed, and the Contractor still does not (fully) execute the assignment within the given period.

#### Article 7 - Commencement, Duration, Termination, Dissolution

7.1 The Agreement is entered into for an indefinite period, unless the content, nature, or scope of the Assignment indicates that it is for a definite period.

7.2 The Client and the Contractor can terminate or dissolve the Agreement at any time (prematurely) with a notice period of 3 days, unless reasonableness and fairness oppose termination or termination within such a period. The dissolution must be communicated to the other party with a written notice.

7.3 The Agreement may be dissolved by both the Contractor and the Client

(prematurely) without observing a notice period if the other party is unable to pay its debts, if a trustee, administrator, or liquidator has been appointed, if the other party enters into debt restructuring, or for any other reason ceases its activities, or if the occurrence of any of the aforementioned circumstances is reasonably foreseeable by one party, or if a situation has arisen that justifies immediate termination in the interest of the terminating party.

7.4 In all cases of (premature) dissolution, the Contractor retains the right to payment of the invoices for work performed up to that point, whereby the Contractor will provide the Client with the provisional results of the work performed up to that point upon receipt of the payment.

7.5 If the dissolution (premature) is initiated by the Client, the Contractor is entitled to compensation for the loss of capacity and additional costs that the Contractor has reasonably incurred or must incur due to the early termination of the Agreement (such as costs related to any subcontracting), unless the facts and circumstances underlying the dissolution are attributable to the Contractor.

7.6 If the termination (premature) is initiated by the Contractor, the Client is entitled to the Contractor's cooperation in transferring the work to third parties, unless the facts and circumstances underlying the termination are attributable to the Client.

7.7 The Contractor will charge the Client for the time spent on the transfer of work at the applicable hourly rate. If the transfer of work incurs additional costs for the Contractor, these will also be charged to the Client.

7.8 Upon termination of the Agreement, each party must immediately hand over all goods, items, and documents in their possession that belong to the other party. The Contractor reserves the right to retain the aforementioned goods, items, and documents if the Contractor has a valid reason to do so. The payment of outstanding invoices constitutes a valid reason as mentioned above.

#### Article 8 - Intellectual Property Rights

8.1 All rights related to intellectual products developed or used by the Contractor in the execution of the assignment, including but not limited to advice, methods, (model) contracts, systems, system designs, and computer programs, belong to the Contractor, insofar as these rights do not already belong to third parties.

8.2 Unless expressly agreed otherwise in writing by the Contractor, the Client is not permitted to reproduce, publish, or exploit the intellectual products or their recording on data carriers, whether or not together with or through the involvement of third parties, notwithstanding the provisions of Article 9.4.

#### Article 9 – Confidentiality

9.1 The Contractor must keep the data and information provided by or on behalf of the Client confidential from third parties who are not involved in the execution of the assignment. This obligation does not apply insofar as the Contractor has a legal or professional duty to disclose, including the obligations arising from the Wwft) and other national or international regulations with similar intent, or insofar as the Client has released the Contractor from the duty of confidentiality. This confidentiality obligation also applies to the results obtained by processing the provided data.

9.2 The first paragraph does not prevent confidential collegial consultation within the Contractor's organization and/or with third parties engaged by the Contractor, insofar as the Contractor deems this necessary for the careful execution of the assignment or to carefully comply with a legal or professional duty.

9.3 The Contractor is entitled to use the data and information that they have become aware of during the execution of the assignment if they are acting on their own behalf in a disciplinary, civil, arbitration, administrative, or criminal procedure, insofar as they reasonably consider this information to be relevant.

9.4 Unless expressly agreed otherwise in writing by the Contractor, the Client is not permitted to disclose the content of advice, opinions, or other expressions, whether written or not, of the Contractor to third parties, except insofar as this directly arises from the Agreement, is done to obtain an expert opinion regarding the relevant work of the Contractor, the Client has a legal or professional duty to disclose, or if the Client is acting on their own behalf in a disciplinary, civil, arbitration, administrative, or criminal procedure.

9.5 The Contractor may disclose the name of the Client and the general nature of the work performed to the Contractor's (commercial) relations to indicate the Contractor's experience.

9.6 The Contractor may use the numerical results obtained after processing for statistical or similar purposes, improving business processes, and/or improving its own services, provided that these results cannot be traced back to individual clients.

9.7 Except as provided in the previous paragraphs, the Contractor is not entitled to use the information provided by the Client for any purpose other than that for which it was obtained.

#### Article 10 - Personal Data

10.1 The Contractor is considered the data controller within the meaning of the applicable privacy regulations with regard to the personal data that they process and exchange in the context of the Agreement. If and insofar as the documents provided by the Client to the Contractor also consist of personal data, the Contractor is regarded as the data controller for all processing of the personal data from the moment of obtaining the personal data until the provision of personal data to the Client.

10.2 The Client is – unless they assign the Contractor with an assignment that only involves the processing of the Client's own personal data or the Client is a processor within the meaning of the privacy regulations – regarded as the data controller within the meaning of the applicable privacy regulations for all processing by the Contractor of the personal data provided by the Client.

10.3 Each party will process the personal data carefully and in accordance with the applicable privacy regulations in the Netherlands and any applicable special legislation, in the case of joint data controllership.

10.4 The Contractor will not provide the personal data to third parties in any way or form, unless this provision is necessary for the execution of the Agreement or if the Contractor is legally obliged to do so. Each party ensures that they only provide the other party with the personal data that they are allowed to receive under the applicable legislation.

10.5 In the case of joint data controllership, both parties will take (and, if necessary, adjust) the technical and organizational measures to ensure the security of the personal data. In doing so, the parties will take into account the state of the art, the implementation costs, as well as the nature, scope, context, and risks to the personal data and the data subjects.

10.6 In the event of a security incident involving personal data processed in the context of the Agreement, which has been lost or accessed by unauthorized persons, the parties will inform each other as soon as possible after discovery and consult on the approach and handling of the incident. The approach will be in accordance with the regulations in force at that time regarding security incidents and the obligation to report data breaches.

10.7 The Client will inform the data subjects – as referred to in Article 4, paragraph 1 of the European General Data Protection Regulation (GDPR) – about the processing of their personal data by the Contractor in the context of the execution of the Agreement and in any case in accordance with Articles 13 and 14 of the GDPR.

10.8 Each party will handle a request or objection from a data subject in accordance with the applicable privacy regulations, except insofar as the request relates to the processing of personal data in the context of personnel-related activities, including payroll services. In that case, the Client will handle the request. If the request or objection relates to the personal data processed by the Contractor, the parties will consult on the response to such a request or objection.

10.9 In the context of the execution of the Agreement, the parties will immediately inform each other of any investigation by the data protection authority or any other reason that could lead to the data protection authority's intention to impose a fine or an order subject to a penalty regarding the processing of personal data.

10.10 In the event of changes in the processing of personal data, privacy regulations, or other relevant circumstances affecting the processing of personal data, the parties will consult on any necessary changes to the agreed arrangements regarding the processing of personal data.

10.11 If the Contractor does not qualify as the data controller and is considered a (sub)processor, the parties will enter into a so-called (sub)processor agreement. The (sub)processor agreement will then supplement/deviate from these General Terms and Conditions as referred to in Article 2.3.

10.12 The definitions used in this article correspond to the definitions used in Article 4 of the GDPR.

#### **Article 11 – Fees**

11.1 The Client owes the Contractor a fee and reimbursement of costs incurred in accordance with the rates, calculation methods, and procedures customary with the Contractor. The Contractor's fee is not dependent on the outcome of the work performed.

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

11.3 If, after the conclusion of the Agreement but before the Assignment is fully executed, factors determining the rate, such as wages and/or prices, change, the Contractor is entitled to adjust the previously agreed rate accordingly.

11.4 All rates are exclusive of value-added tax and other levies imposed by the government.

#### **Article 12 – Payment**

12.1 Payment must be made in Euro (EUR) currency without any deduction, discount, or set-off by deposit or transfer to the bank account indicated on the invoice within fourteen days of the invoice date. The day of payment is the day the amount due is credited to the Contractor's account. Complaints regarding the amount of the invoice, the manner in which the work was performed, and/or other complaints do not suspend the Client's payment obligation.

12.2 If the Client has not paid within the period mentioned in the first paragraph, or another period agreed upon between the parties, the Client is in default by operation of law, and the Contractor is entitled to charge statutory interest and costs from that moment.

12.3 All costs arising from judicial or extrajudicial collection of the claim are borne by the Client, even if these costs exceed the court-ordered legal costs. This includes at least the costs over the principal sum in accordance with the Decree on compensation for extrajudicial collection costs of July 1, 2012 (Staatsblad 2012/141), with a minimum of Euro 375.

12.4 In the case of a jointly given Assignment, the Clients are jointly and severally liable for the payment of the invoice amount and the interest and costs due, insofar as the Assignment was carried out for the benefit of the joint Clients.

12.5 The contractor reserves the right to demand full or partial advance payment and/or security from the client, even during the execution of an assignment, if the contractor deems the client's financial position or payment behaviour to warrant such action. The contractor has the right to suspend the fulfilment of all its obligations.

#### **Article 13 – Complaints**

13.1 A complaint regarding the work performed or the invoice amount must be submitted in writing to the contractor within 30 days of the dispatch date of the documents or information to which the client objects, or, if the client demonstrates that they could not reasonably have discovered the defect earlier, within 30 days of discovering the defect, under penalty of forfeiture of all claims.

13.2 A complaint does not suspend the client's payment obligation, unless the contractor has informed the client that they consider the complaint to be justified.

13.3 In the event of a valid complaint, the contractor has the option to adjust the charged fee, correct or redo the relevant work free of charge, or wholly or partially cease the assignment with a proportional refund of the fee already paid by the client.

#### **Article 14 – Liability**

14.1 The contractor undertakes to insure and maintain insurance against liability for damage resulting from the failure to perform assignments correctly, timely, or completely. Upon the client's first request, the contractor must provide a copy of the policy conditions of this insurance to the client free of charge.

14.2 Liability for compensation of damages is limited to the amount actually paid out under the insurance referred to in paragraph 1, plus the amount of the deductible. If, for any reason, no payment is made under the insurance referred to in

paragraph 1, any liability is limited to an amount equal to the fee (excluding VAT) that the client has paid and/or still owes to the contractor in the twelve months immediately preceding the event causing the damage, in accordance with the provisions of Article 11, with a maximum of twenty-five thousand euros (€ 25,000).

14.3 The contractor is in no event liable for:

- damage incurred by the client or third parties resulting from the provision of incorrect or incomplete data or information by the client to the contractor, or otherwise resulting from an act or omission by the client, including the situation where the contractor is unable to file the annual accounts with the Chamber of Commerce within the statutory period due to an act or omission (on the part) of the client.
- Damage incurred by the client or third parties resulting from any form of non-written advice and/or communication by the contractor;
- Damage incurred by the client or third parties resulting from an act or omission by auxiliary persons engaged by the contractor (excluding employees of the contractor), even if they are employed by an organization affiliated with the contractor;
- Business, indirect, or consequential damage incurred by the client or third parties, including but not limited to, stagnation in the normal course of business of the client;
- An administrative fine imposed on the client by the supervisory authority unless the damage is the result of intent or gross negligence on the part of the contractor, in which case the contractor's liability is limited to the provisions of paragraph 2;
- Tax interest owed by the client, which is levied by the Tax Authorities when determining assessments. The client is thus fully responsible for timely, correct, and complete application and/or modification of provisional assessments per tax instrument and/or taking adequate measures to prevent tax interest;
- Claims from involved parties against the client, unless the damage is the result of intent or gross negligence on the part of the contractor, in which case the contractor's liability is limited to the provisions of paragraph 2.

14.4 Any liability of persons (legal entities) directly or indirectly connected to the contractor, including but not limited to its directors, shareholders, employees, and their (practice) partnerships, is excluded.

14.5 A condition for liability is that the client immediately notifies the contractor in writing upon discovering a shortcoming. The contractor always has the right, if and to the extent possible, to undo or limit the client's damage by repairing or improving the defect.

14.6 A claim for compensation must be submitted to the contractor no later than three months after the client has discovered the damage or could reasonably have discovered it, failing which the right to compensation expires.

14.7 The client must indemnify and hold the contractor harmless from all third-party claims – including but not limited to shareholders, directors, commissioners, and staff of the client and affiliated legal entities and companies, and others involved in the

client's organization and supervisory authorities, such as the Tax Authorities – arising from or related to the contractor's work for the client.

14.8 The client specifically indemnifies the contractor against claims from third parties for damage caused by the client providing incorrect or incomplete information to the contractor, unless the client demonstrates that the damage is not related to culpable acts or omissions on their part. Third-party claims also include, but are not limited to, administrative fines imposed on the contractor as a co-perpetrator of a tax offense.

notified the client of the amendments to the General Terms and Conditions, and fourteen days have passed since the date of this notification without the client having informed the contractor in writing that they do not agree with the amendments.

#### **Article 15 - Expiry Period**

Unless otherwise provided in these General Terms and Conditions, the client's rights of action against the contractor, for any reason whatsoever, in connection with the performance of work by the contractor, including claims for compensation of damages, shall in any case expire one year after the moment the client became aware or could reasonably have been aware of the existence of these rights.

#### **Article 16 - Miscellaneous Provisions**

1. If the contractor performs work at the client's location, the client must ensure a suitable workplace that complies with legally established ARBO standards and other applicable regulations regarding working conditions. The client must ensure that the contractor is provided with office space and other facilities that the contractor deems necessary or useful to execute the Agreement and that meet all (legal) requirements. Regarding the provided (computer) facilities, the client is obliged to ensure continuity, including adequate backup, security, and virus control procedures.

2. The client shall not hire or approach any employees of the contractor involved in the execution of the work to enter into employment with the client, whether temporarily or permanently, directly or indirectly, or to perform work for the client, whether in employment or not, during the term of the Agreement or any extension thereof and for 24 months thereafter.

#### **Article 17 - Governing Law and Jurisdiction**

17.1 All Agreements between the client and the contractor are exclusively governed by Dutch law.

17.2 Unless the parties explicitly agree otherwise in writing, all disputes related to Agreements between the client and the contractor will be submitted to the competent court in the location where the contractor is established.

17.3 Notwithstanding the previous paragraph, the client and the contractor may choose an alternative method of dispute resolution.

17.4 The client can file a complaint with the Disciplinary Board of the Register of Tax Advisers. In such a case, the Disciplinary Board will propose mediation to the parties before handling the complaint to reach a resolution of the dispute.

#### **Article 18 - Amendments**

18.1 The contractor is always authorized to amend these General Terms and Conditions.

18.2 Amendments will only be binding on the client if the amended General Terms and Conditions have been filed with a Chamber of Commerce and Industry or with the registry of a district court, and the contractor has