

GENERAL TERMS & CONDITIONS HES.tax

HES.tax partnership, Johan Huizingalaan 124d, 1065 JE Amsterdam

Article 1 – General

- 1.1 The following definitions shall apply to these General Terms & Conditions:
Client: the party with whom the contractor is engaged by agreement in accordance with article 2.1;
Contractor: HES.tax partnership (HES.tax), located at , Johan Huizingalaan 124d, 1065 JE Amsterdam;
- 1.2 All engagements shall be, with the applicability of Sections 404 and 407(2) of Book 7 of the Dutch Civil Code explicitly excluded, exclusively accepted and executed by the contractor;
- 1.3 All clauses within these terms of conditions apply to the persons employed/subcontracted by the contractor.

Article 2- Applicability

- 2.1 These terms & conditions apply to all agreements of engagement which bind the contractor to executing a service for the client, to all thereof resulting agreements and/or corresponding agreements between the client and contractor, respective of their successor, as well as the quotations and/or offers made by the contractor.
- 2.2 Clauses which deviate from these terms & conditions are only applicable if this has been explicitly confirmed by the contractor in a written agreement to the client.
- 2.3 In the case that a clause within these terms & conditions would be void or cancelled, the agreement will continue to exist to the extent that this is possible with the cancelled clause, which will subsequently and with agreement between both parties be replaced by a clause which aims to replicate the effect of the original clause as much as possible.

Article 3- Documents and information

- 3.1 The contractor shall only be bound to the engagement once the client has provided all documents and information requested by the contractor, in the form and manner as specified by the contractor. Any extra costs which arise from untimely and/or incorrectly submitted information requested by the contractor, shall be for the clients account and risk.
- 3.2 The client is required to inform the contractor without delay of any (new) facts and circumstances which may be relevant to the execution of the engagement.
- 3.3 The client ensures that the information that they or third parties in respect of the engagement provide the contractor is correct and complete.
- 3.4 The client is responsible for adhering to the relevant legislations and regulations on the subject of protection of personal data, including when disclosing personal information pertaining to their employees, clients or third parties to the contractor, even when this information is provided by third parties at the clients request. The contractor is not liable for incorrect compliance of legislations and regulations by the client.

Article 4- E-mail and internet use

- 4.1 The parties may communicate with each other via electronic means of communication, which include the use of e-mail. The parties recognise the risks associated with the use of electronic communication, including but not limited to distortion, delays, interception, manipulation and viruses. The contractor is not liable for any eventual damage or loss incurred by the client as a result of the use of electronic communications.
- 4.2 In case there is any doubt pertaining to the content or sending of electronic communications the parties will refer to the data excerpts from the contractors computer system.

Article 5- Execution of the engagement

- 5.1 The contractor shall determine the manner in which the engagement will be executed, whilst keeping in mind the explicit wishes made by the client as much as possible.

- 5.2 The contractor shall provide the services to the best of their knowledge and ability, and in accordance with professional standards. The contractor cannot guarantee the completion of any intended result.
- 5.3 The contractor is currently not a member of the Dutch order of tax advisors, yet the engagement shall be executed in compliance with the rules of professional practice set out in the “Regelement Beroepsuitoefening” and the “Regelement Tuchtzaken van de Nederlandse Orde van Belastingadviseurs”. An example of these regulations will be sent to the client on their request.
- 5.4 The due dates for completion of the services shall be regarded as strict deadlines only if this has been agreed in writing in advance.
- 5.5 Unless execution of the engagement proves to be permanently impossible, the client shall not terminate the engagement on account of the contractor failing to meet a deadline, unless the contractor does not perform the engagement, either partially or in full, within a reasonable period of which the contractor has been notified in writing after expiry of the agreed delivery period.

Article 6- Intellectual property

- 6.1 The contractor reserves all intellectual property rights in relation to products of the intellect that the contractor uses or has used and/or develops or has developed, including but not limited to advisory opinions, working methods, contracts, model contracts, systems, system designs and computer programs, within the framework of the execution of the engagement, as long as these rights are not held by third parties.
- 6.2 The client, or any third party working with the client, is explicitly prohibited from exploiting, reproducing, publishing or using for commercial purposes those products of intellectual property set out in 6.1 without prejudice to the terms set in article 7.3. This clause does not apply in cases of explicit prior written consent by the contractor.

Article 7- Confidentiality

- 7.1 The contractor is prohibited from disclosing confidential information and personal data provided by the client to any third parties not involved in the execution of the engagement, unless the contractor is required under any provision in the applicable national or international legislation and regulations to disclose said information or in cases where the client has waived their rights to confidentiality.
- 7.2 The contractor or persons affiliated with or working for the contractor are, in the case that they act in any disciplinary, civil, administrative or criminal proceedings, entitled to disclosing any information provided by the client or any information they may have gathered whilst working on the engagement which may to a reasonable degree be of importance to the proceedings.
- 7.3 Except in cases of explicit prior written permission by the contractor, the client is explicitly prohibited from sharing and/or making public the contents of reports, advisory opinions or any written expression belonging to the contractor, unless (i) this directly falls within the scope of the engagement, (ii) this happens with the intent to gain professional opinion on the work of the contractor, (iii) it's a result of the clients legal obligation or, (iv) the client or a person working for or affiliated with the client is acting in any disciplinary, civil, administrative or criminal proceedings.

Article 8- Personal information

- 8.1 Within the framework of the engagement provided by a client to the contractor or within the framework of complying tot statutory and other requirements that may apply to the contractor, the contractor may process personal information concerning the client and/or persons affiliated with or working for the client.
- 8.2 The contractor may process personal information in relation to performing the engagement to the contractors best ability as well as within the scope of being able to contact the client or persons working for or affiliated with the client with information regarding the engagement.
- 8.3 The processing of personal information by the contractor within the framework of clauses 8.1 and 8.2 shall be done in accordance with the applicable legislations and regulations in the field of protection of personal data.

Article 9- Fee

The client is obliged to pay the contractor a fee as well as compensation for out-of-pocket expenses in accordance with the contractors usual rates, calculations and working methods.

Article 10- Payment

- 10.1 Payment of the fee is due, without any deduction, discount or debt settlement, in Euros to be deposited or transferred to the bank or giro account designated by the contractor on the invoice within 14 days of the invoice date. In case of failure to comply the client will be in default.
- 10.2 All extrajudicial costs that the contractor incurs in connection to the collection of payment shall be for the clients account.
- 10.3 All costs that the contractor incurs in connection to a judicial procedure against the client shall be for the clients account, even if these exceed the legal costs assessment awarded by the court, unless the contractor is sentenced to pay the legal costs as the losing party.
- 10.4 The contractor reserves the right to, even during the execution of the engagement if the contractor believes that the clients financial position and/or payment performance justifies such action, demand that the client immediately furnish security or additional security and/or make an advance payment. If the client fails to furnish the desired security or make the desired advance payment, the contractor has the right to suspend any further execution of the engagement.

Article 11- Repayment claims

- 11.1 The contractor must be notified in writing and within 30 days of the date of dispatch of records and information in respect of which the client is claiming a repayment, subject to the risk of forfeiture, of any documents concerning a provided service or invoice amount related to the claim or, if the client proves that they could not have reasonably discovered that shortcoming earlier, within 30 days of the discovery of the shortcoming.
- 11.2 A repayment claim shall not suspend the clients obligation to pay, except in the case that the contractor has informed the client that the contractor considers the claim justified.
- 11.3 In the case that the contractor considers that the repayment claim justifies doing so, the contractor may choose to either adjust the charged fee, improve or completely remake the engagement concerned free of charge or cease, partially or fully, the execution of the engagement in return for a reasonable restitution of the already paid fee.

Article 12- Liability

- 12.1 The contractor is liable to the client for any shortcomings that would have been prevented if the contractor had exercised due care to the extent that this could have been expected from the contractor. The contractor is not liable for damages the client or third parties incur as a result of: (i) errors made as a result of the provision to the contractor of incorrect or incomplete information by the client or the third party, (ii) errors made as a result of actions performed by the client or third parties engaged by the contractor (excluding employees), (iii) indirect consequential loss.
- 12.2 The limitation of liability in 12.1 shall not apply if it is related to an intentional act or a result of gross negligence from the contractor.
- 12.3 The contractors liability to the client for any shortcomings in the execution of the engagement or unlawful act is limited to a maximum of three times the fee, as stated in article 9, paid and/or owed by the client for the specific services provided under the engagement from which the errors resulted, with a maximum amount of damages that can be awarded of fifty thousand euros (€ 50.000,-).
- 12.4 The clients rights of action and other powers of whatever nature with respect to the contractor arising from the engagement in any way, shall lapse after one year from the date on which the damage or loss for which the contractor is held responsible has been discovered or one year from the date that the damage could reasonably have been expected to have been detected.
- 12.5 The client is bound to hold the contractor harmless and indemnify the contractor against any claims by third parties, such as shareholders, managing directors, commissioners and employees, engaged with the

client as well as all affiliated legal entities involved with the client as a result of or in connection to the services provided by the contractor for the client, except in the case that such claims arise from an intentional act or gross negligence. This indemnity includes costs made in the defence against such claims.

Article 13- Limitation period

Unless determined otherwise in these terms & conditions, the clients rights of action of whatever nature with respect to the contractor arising from the engagement, shall lapse after one year from the date on which client knew of their rights or reasonably could have known about their existence.

Article 14- Applicable law and jurisdiction

- 14.1 All engagements contracted between the parties and the negotiations of these engagements shall be governed by the laws of the Netherlands.
- 14.2 Any disputes between the parties shall in the first instance be referred to the court in the district where the contractor is located.
- 14.3 An exception can be made to the previous clause in the case that the parties choose to settle the dispute in a different manner.

This document is a translation. In the event of any dispute as to the interpretation of any of these clauses and conditions, the official Dutch language version shall prevail.



Amsterdam, 3 januari 2016
HES.tax Partnership
Johan Huizingalaan 124d
1065 JE Amsterdam