



General Terms and Conditions Aegis Tax Lawyers N.V.

Article 1 – General

- 1.1. Aegis Tax Lawyers N.V. (hereinafter referred to as “Aegis”), also trading under the name Aegis Belastingadviseurs, is a public limited company incorporated under the laws of The Netherlands, with its registered office in Schiphol and listed in the Commercial Register of the Chamber of Commerce under number 72890096.
- 1.2. These General Terms and Conditions shall be applicable to all services provided to any (legal) person by Aegis (hereinafter referred to as “Client”).
- 1.3. All services provided shall be exclusively accepted and executed by Aegis excluding the application of Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code.
- 1.4. These General Terms and Conditions shall apply to (i) all contracts under which Aegis is obliged to perform services; (ii) all contracts arising there from and/or relating thereto between Client and Aegis or their respective legal successors; and (iii) all offers and/or proposals made by Aegis.
- 1.5. Any provisions deviating from these General Terms and Conditions will apply only if and insofar as Aegis has expressly confirmed their application to Client, in writing.
- 1.6. If any clause in these General Terms and Conditions or in the contract is invalid or is held to be invalid, the remainder of the contract shall remain in force to the extent possible and the invalid clause shall be replaced forthwith in consultation between the parties by a clause which reflects the intent of the original clause as closely as possible.
- 1.7. These General Terms and Conditions will also apply to Aegis' partners and to anyone engaged by Aegis in the context of the performance of the assignment. They may invoke these Terms and Conditions vis-à-vis Client.

Article 2 – Provision of services

- 2.1. All contracts for services (in any form whatsoever) shall be deemed to have been realised under the applicability of these General Terms and Conditions at the moment that Aegis commenced provision of the services.
- 2.2. By virtue of the Act on prevention of money laundering and terrorist financing, Aegis is inter alia obliged to establish the identity of Client and of the ultimate beneficial owner(s) and to notify the competent authorities of any unusual transactions as referred to in this Act. Pursuant to the Mandatory Disclosure Directive, Aegis is obliged to disclose certain aggressive cross-border tax structures with the competent authorities.
- 2.3. The services shall be provided exclusively for Client. Third parties may not derive any right from the content of the agreement to provide services, nor from the work performed, even if they can be considered an interested party either directly or indirectly in the result of the work. Aegis shall accept no liability towards third parties for work performed for Client.



- 2.4. Aegis shall perform the work to the best of its ability and with due professional care. However, Aegis cannot guarantee the achievement of any specific intended results.
- 2.5. The assignment shall be performed subject to the rules of professional conduct ("Reglement Beroepsuitoefening") and the disciplinary rules ("Reglement Tuchtzaken") of the Dutch Association of Tax Advisers ("Nederlandse Orde van Belastingadviseurs"). Copies of these rules will be sent to Client on request. Client shall respect any and all obligations arising out of these rules for Aegis and all persons employed by or working for Aegis.

Article 3 – Terms of payment

- 3.1. Payment must be made in Euro's without deduction, discount, or set-off by deposit or transfer to the bank account stated on the invoice within fifteen days after the invoice date.
- 3.2. Aegis must be notified as soon as possible by Client of any objections, but no later than fifteen days after invoice date, with payment of the uncontested part of the invoice.
- 3.3. If Client has not paid within the period stated in the first paragraph, or within a different period agreed between the parties, Client shall be in default without further notice and Aegis shall be entitled to charge the statutory commercial interest from that moment.
- 3.4. Aegis shall be entitled to adjust its hourly rates periodically.
- 3.5. Aegis shall in all cases be entitled to suspend the work assigned to it if invoices older than sixty days have not been paid. In the case of suspension of the work by Aegis, Client shall be notified of this in advance.

Article 4 – Liability

- 4.1. Any liability of persons and/or legal entities (in)directly associated with Aegis (including its directors, shareholders, employees and their (practice) companies) is excluded.
- 4.2. Any liability on the part of Aegis shall be limited to the amount paid out as the occasion arises by virtue of a professional liability insurance taken out by Aegis, increased by the amount of the excess that is not chargeable to insurers in accordance with the policy conditions. If for any reason the insurance does not result in any payment to Aegis, any liability on the part of Aegis is limited to the amount that is equal to three times the amount invoiced and received for services rendered (excluding VAT) in the relevant matter in the three months preceding the day on which the liability arose, with a maximum of EUR 250,000.
- 4.3. Aegis shall not be liable for any trading loss or indirect or consequential damage sustained by Client or third parties.
- 4.4. Client shall be obliged to indemnify and compensate Aegis in the event of any claims by third parties - including shareholders, directors, supervisory directors, and persons in the service of the Client, as well as affiliated legal persons and companies, and other persons involved in Client's organisation - arising from or related to the activities of Aegis for Client.



- 4.5. In so far as not stipulated otherwise in these General Terms and Conditions, claims made by Client with respect to Aegis of whatever nature in connection with the performance of work by Aegis shall lapse in all cases after one year after the time at which Client became aware or could reasonably have been aware of the existence of these rights.

Article 5 – Jurisdiction and applicable law

- 5.1. All agreements between Client and Aegis shall be governed exclusively by Dutch law.
- 5.2. Disputes shall be submitted to the competent court in the place in which the registered office of Aegis is situated.