

**article 1. General**

These General Conditions are applicable to each assignment between Amstone Tax Lawyers B.V. (“Amstone”) and its client (the “Client”) except insofar the parties have explicitly agreed to deviate from these General Conditions in writing. The General Conditions may also be invoked by the individuals and legal entities that are directly or indirectly connected to Amstone and are in any way involved with the services provided by Amstone. The person who is directly or indirectly a shareholder of Amstone and who carries out professional work on behalf of Amstone may be referred to by Amstone as “partner”, in accordance with general professional practice. When performing his professional work, such person will be acting solely for the risk and account of Amstone. If one or more clauses which form a part of these General Conditions are invalid or declared void, then all other clauses of these General Conditions shall remain to apply in full. In such case, Amstone and the Client will consult to agree on new clauses to replace such clauses that are considered invalid or void, whereby the meaning and purpose of the original clauses will be observed as much as possible.

**article 2. Offers and proposals**

All offers and proposals of Amstone are non-binding, unless an offer contains a term for acceptance. Amstone is not bound to its offers or proposals if the Client could reasonably have expected that the relevant offer or proposal, or part thereof, contains an apparent mistake or clerical error. A fee quote included in an offer does not oblige Amstone to carry out part of the assignment (the “Assignment”) for a corresponding part of the price offered. Offers or proposals are not automatically valid for future Assignments.

**article 3. Contracting term, performance and amendment assignment**

The agreement between Amstone and the Client is entered into for an indefinite period unless the nature of the agreement provides otherwise or if parties explicitly agree otherwise in writing. Amstone shall carry out the agreement to the best of its ability and as a professional advisor acting with due care, on the basis of the legislation that is valid at that time. However, Amstone cannot guarantee that any desired result shall be achieved. The Assignment will be carried out with due observance of the applicable professional (and other) regulations and other matters that are required by or in accordance with the law. The Client shall provide full cooperation at all times with the obligations that arise for Amstone on this basis. Professional (and other) regulations include, in any event, the Professional Practice Regulations and the Special Code of Conduct of the Dutch Association of Tax Advisers (*Reglement Beroepsuitoefening en de Bijzondere Gedragscode van De Nederlandse Orde van Belastingadviseurs - NOB*).

The Client acknowledges, on the basis of the Act on Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme – Wwft*) that Amstone:

- is obliged to conduct an investigation into the identity of the Client and/or the customer of the Client;
- is obliged to report certain transactions to the authorities appointed by the government for that purpose.

Amstone shall be entitled to engage third parties (“Subcontractors”) to carry out certain activities. Each Assignment accepted by or on behalf of Amstone includes the authorisation of Amstone to accept on behalf of the Client general conditions and / or limitations of liability that are used by the Subcontractors. Solely Amstone shall operate as contracting agent vis-à-vis the Client. Articles 7:404 (that contains a rule in the case an Assignment should be carried out by a particular person) and 7:407(2) (that provides for joint liability if an Assignment is granted to two or more persons) of the Dutch Civil Code shall not apply. Amstone is entitled to carry out the Assignment in different phases, with due observance of the activities to be performed by Amstone, and issue invoices for those parts that have been carried out separately.

**article 4. Suspension, termination and discontinuement**

Amstone is entitled to terminate the agreement if there are circumstances that are of such nature that it is impossible for Amstone to complete the agreement or if there are other circumstances that are of such nature that Amstone cannot reasonably be expected to continue its work under the agreement in unaltered form. Upon termination of the agreement, any amount receivable by Amstone from the Client will become immediately due and payable. If Amstone suspends the fulfillment of its obligations, Amstone will retain its claims and rights under the law and each agreement between Amstone and the Client. In the case of liquidation, (request for) suspension of payment or bankruptcy, of the attachment or seizure of assets on account of the Client – if and insofar the attachment or seizure is not lifted within three months – , of the refinancing of debts (*schuldsanering*) or of another circumstance as a result of which the Client can no longer freely dispose of its assets, Amstone is

allowed to terminate the agreement with immediate effect or to annul the Assignment or the agreement, without Amstone having any obligation to pay for any compensation or reimbursement of damages. In such situation, the claims and receivables of Amstone on the Client will become immediately due and payable. If the Client partially or in whole annuls an Assignment, the activities that have already been carried out by Amstone in connection with the agreement will be charged to the Client in full.

**article 5. Force majeure**

Amstone cannot be held to fulfill any obligation towards the Client if Amstone is hindered in doing so as a result of a circumstance that is not the result of a fault or negligence of Amstone and that neither under the law nor pursuant generally accepted principles can be considered to be for the account of Amstone. Force majeure in these General Conditions includes all causes that come from outside, foreseen or unforeseen, on which Amstone does not have any influence, but as a result of which Amstone is not able to meet its obligations. Insofar Amstone at the time of the force majeure has partially met its obligations under the agreement, Amstone will be entitled to invoice this part separately. The Client is obliged to pay such invoice as if such partial fulfillment has been performed pursuant to a separate agreement.

**article 6. Payment and collection fees**

Payment must take place within 14 days after the invoice date, in the manner as indicated by Amstone and in the currency of the invoice, unless otherwise indicated by Amstone in writing. Amstone will issue invoices periodically. If the Client is in default to (timely) fulfill its obligations, all reasonably incurred costs for an out-of-court settlement will be for the account of the Client. In the case of a jointly granted Assignment, insofar as the Assignment is performed on behalf of the joint Clients, the Clients are jointly and severally liable for the payment of the invoiced amount and interest and costs due.

**article 7. Data and information**

The Client is obligated to provide all the data and information requested by Amstone, as well as the data and information of which the Client reasonably ought to know that Amstone needs it for the correct performance of the Assignment, on time, in the form desired by Amstone and in the way desired by Amstone. The Client guarantees the accuracy, completeness, reliability and legitimacy of the data and information provided to Amstone by the Client or on the Client's behalf, also if these data and information have been provided through a third party or originate from a third party. The Client is obliged to immediately inform Amstone with respect to facts or circumstances that could be important in connection with the performance of the Assignment. Amstone has the right to suspend the performance of the Assignment until the moment that the Client has fulfilled the above mentioned obligations. Extra costs, extra hours, and other damages incurred by Amstone due to non-fulfillment by the Client of the obligations referred to in the first sentence of this paragraph, are for the expense and risk of the Client.

Unless explicitly agreed otherwise, the Clients gives permission to (i) whether or not in connection with the Assignment provide data and information within the organisation of Amstone to the persons for which these data and information could be of relevance in connection with the Assignment or client care and (ii) in communication to make use of all means of communication available at that moment, in particular the internet, whereby the Client accepts that each liability of Amstone for damages, including ensuing damages, incurred if and as a result of third parties getting access to confidential information without the permission of Amstone, is excluded.

The Client is responsible for the correct observance of the applicable law and regulations in the field of personal data protection, including providing Amstone personal data with respect to its personnel, clients or third parties, also if these data are provided by third parties or are provided by third parties by its order. Amstone cannot be held liable in connection with incorrect observance of the above by the Client.

**article 8. Reservation of ownership**

Everything that Amstone delivers in the context of the agreement will remain the property of Amstone until the Client has adequately fulfilled all obligations under the agreement(s) concluded with Amstone. Except for with the express written advance permission of Amstone, the Client is not permitted to make public or provide to third parties the content of advises, legal opinions or other (written) statements of Amstone, except insofar the agreement provides otherwise, the Client is bound by a legal or professional obligation to make it public or if the Client is acting for itself in a disciplinary, civil, arbitrage, administrative or criminal procedure. Amstone retains the rights and authorities that it has under the Copyright Act (*Auteurswet*) and other intellectual property law and

regulations. Amstone is entitled to use the knowledge that it has obtained when carrying out an agreement for other purposes, insofar no confidential information of the Client will be brought to the attention of third parties.

**article 9. Liability**

Amstone excludes any liability whatsoever for damages arising as a result of Amstone's compliance with legislation and professional (and other) regulations applicable to it. Amstone does not accept liability for the possible default of third parties and Subcontractors, nor for the damages that are related thereto. Amstone is solely liable towards the Client for a failure to carry out the Assignment insofar the failure consists of not taking into account the diligence and competence that may be relied upon when carrying out the Assignment.

If Amstone would be liable, this liability is limited to the amount that its insurance company will pay out when appropriate, increased with the part of the cost of the insurance claim which Amstone has to bear in accordance with the terms of the insurance. If and insofar in connection with the liability of Amstone, the applicable insurances concluded by Amstone for whatever reason do not pay out, each liability will be limited to an amount equal to three times the amount that Amstone has invoiced in the relevant year and that is connected to the relevant matter, excluding VAT, with a maximum of € 50,000.

A receivable for the reimbursement of damages should ultimately be filed with Amstone within twelve months after the Client has discovered or reasonably could have discovered the damage, in absence of which the right to reimbursement of damages will expire. The Client should redress and indemnify Amstone for all claims of third parties – including shareholders, directors, supervisory directors and personnel of the Client as well as related legal entities and enterprises and others that are involved in the organisation of the Client – that follow from or are related to the activities of Amstone for the Client, except insofar these claims are the result of the intent or gross negligence of Amstone.

**article 10. Applicable law and disputes**

To all legal relationships to which Amstone is a party, exclusively to the law of the Netherlands applies, also if an agreement is partially or in whole carried out outside the Netherlands or if the party that is involved with the legal relationship has its residence outside the Netherlands. Any disputes will be submitted to the district court in Amsterdam at first instance. If Amstone has in partial or in whole won its case in a legal procedure, the Client will have to pay to Amstone the full amount of costs incurred by Amstone in- and out-of-court, including the full amount of costs incurred by Amstone for the use of internal or external lawyers and/or advisers.

**article 11. Filing**

These General Conditions have been filed with the registry of the district court in Amsterdam under number 57/2012 and can be reviewed on [www.amstone.nl](http://www.amstone.nl). These General Conditions can be amended from time to time by Amstone. After the amended General Conditions have been filed and have been submitted to the Client, the amended General Conditions will also be applicable to Assignments which have been concluded prior to amendment. These General Conditions are prepared in the Dutch and English language. In the case of a dispute in connection with the content or meaning of these General Conditions, the Dutch text will be binding.