

# GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

## FOCUS ON VAT B.V.

### Article 1 Definitions

- In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise.
  - "Focus on VAT": Focus on VAT B.V.
  - "Client": Focus on VAT's opposite party.
  - "Agreement": the agreement concerning the provision of services.
- All assignments shall be accepted and performed exclusively by Focus on VAT subject to the exclusion of Sections 404 and 407(2), Book 7, of the Dutch Civil Code.
- The clauses in these general terms and conditions have also been stipulated on behalf of the directors of Focus on VAT, Motymi Holding B.V. and René J.W. Schilder Beheer B.V., as well as the directors of these companies and all persons employed by or working for Focus on VAT.

### Article 2 General

- These general terms and conditions shall apply to all contracts of assignment under which Focus on VAT is obliged to perform activities, all contracts arising therefrom and/or relating thereto between Client and Focus on VAT or their respective legal successors and all offers made by Focus on VAT, insofar as parties have not explicitly deviated from the present terms and conditions in writing.
- The present terms and conditions shall also apply to all agreements with Focus on VAT, the execution of which calls for the services of third parties. These third parties can also refer to the present terms and conditions towards the Client if they are used by the Client outside the scope of the agreement.
- Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing by Focus on VAT and the Client.
- The applicability of Client's possible purchase or other conditions is explicitly rejected.
- If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, Focus on VAT and Client shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

### Article 3 Offers and Tenders

- All offers shall be free of obligation unless the offer contains an acceptance term.
- The offers made by Focus on VAT shall be free of obligation; they shall be valid for a period of 30 days, unless indicated otherwise. Focus on VAT shall only be bound by the offers if the acceptance thereof is confirmed in writing by the opposite party within 30 days, unless indicated otherwise.
- The prices given in above-mentioned offers and tenders shall be exclusive of VAT, 4% office charge of the total invoice amount (excluding VAT), other levies and disbursements, unless indicated otherwise.
- If the acceptance deviates (on secondary items) from the offer given, Focus on VAT shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless Focus on VAT indicates otherwise.
- A compound quotation shall not oblige Focus on VAT to execute part of the assignment against a corresponding part of the given quotation.
- Offers and tenders shall not apply automatically to future assignments.

### Article 4 Execution of the Agreement

- Focus on VAT shall carry out the work to the best of its ability and with due professional care. Focus on VAT does not however guarantee the achievement of any intended results.
- If and in so far required for the proper execution of the agreement, Focus on VAT shall have the right to have certain work done by third parties. Dates by which work must be completed shall only be regarded as deadlines whose non-observance constitutes a default if expressly agreed in writing. The Client shall not be entitled to rescind the contract if and when an agreed deadline is exceeded, unless Focus on VAT also fails to perform its contractual obligations within a reasonable period notified to it in writing after the original date of completion or it is evident that the performance of the contract will be permanently impossible.
- The Client shall see to it that Focus on VAT shall be provided in due time with all data in the format as indicated by Focus on VAT, which Focus on VAT has said to be necessary or which the Client must in all reasonableness understand to be necessary to the execution of the agreement. The Client warrants the accuracy, completeness and reliability of the data and information supplied by it or on its behalf to Focus on VAT.
- If Focus on VAT has not been provided or has not been provided in due time or has been provided in an improper manner with the data necessary to the execution of the agreement, or has been provided with incorrect or incomplete or unreliable data. Focus on VAT shall have the right to suspend the execution of the agreement and / or to charge the Client for the additional costs resulting from the delay at the generally accepted rates.
- The Client shall inform Focus on VAT forthwith of any facts and circumstances which may be of importance with regard to the performance of the assignment.
- If parties have agreed that the agreement will be executed in stages, Focus on VAT can suspend the execution of the parts belonging to a following stage until the Client has approved in writing the results of the stage prior to it.

### Article 5 Duration of the Contract; Term of Execution

- The agreement between Focus on VAT and the Client shall be entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if parties have explicitly agreed otherwise in writing.
- If a term has been agreed to complete certain work within the term of the agreement, then this term shall never be a term whose non-observance constitutes a default. If the term of execution is exceeded, the Client must consequently declare Focus on VAT in default in writing.

### Article 6 Fee

- Parties can agree upon a fixed fee the moment the agreement is concluded.
- If no fixed fee has been agreed upon, the fee shall be determined on the basis of the number of hours actually spent on the work. The fee shall be calculated in accordance with Focus on VAT's usual hourly rates, valid for the period in which the work is being done, unless a deviating hourly rate has been agreed upon.
- If Focus on VAT and the Client agree upon a fixed fee or an hourly rate, Focus on VAT shall nevertheless be entitled to increase this fee or rate.
- The fee and a possible cost estimate shall be exclusive of VAT.
- Focus on VAT shall charge its services to the Client normally in the month following the month in which these services are performed, unless otherwise is indicated.
- Focus on VAT shall be allowed to charge on price increases, if changes in price have occurred between the time of offer and the time of delivery with respect to, e.g., salaries and wages.
- Focus on VAT shall furthermore be able to increase the fee when it is shown during the execution of the work that the volume of work initially agreed upon or expected when the contract was concluded, was underestimated to such a degree, and this through no fault of the Focus on VAT, that Focus on VAT cannot be expected in reasonableness to do the work agreed upon for the fee initially agreed upon.
- Focus on VAT shall notify the Client of his intention to increase the fee or the hourly rate in writing, whereby Focus on VAT shall communicate the volume of said increase and the date on which it shall take effect.
- When the Client refuses to accept the increase of the fee or the hourly rate as notified by Focus on VAT, the Client is entitled to terminate the contract in writing within seven (7) working days following the said notification, or to annul the assignment on the date the fee or hourly rate increase would take effect according to the notification.

### Article 7 Payment

- Payment must be made within 14 days from the date of invoice, in a way to be indicated by Focus on VAT. Contestation of the amount of the statements of expenses shall not suspend the fulfillment of the payment obligation.
- If the Client fails to fulfil his payment obligation within the term of 14 days, then the Client shall be in default by operation of law. In that event, the Client shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the day the Client is in default until the moment he has paid the amount in full.
- Focus on VAT's claims against the Client shall become due on demand in the event that Client's company is wound up, attached, declared bankrupt, or if a suspension of payment is granted.
- Focus on VAT shall be entitled to have the payments made by the Client go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. Focus on VAT shall have the right, without this leading Focus on VAT to be in default, to refuse an offer for payment, if the Client designates a different sequence of attribution. Focus on VAT shall be entitled to refuse

full payment of the principal sum, if said payment does not include the interest still due, the current interest and the costs.

- Focus on VAT reserves the right to request the Client to provide for full or partial payment in advance and/or to provide security, even during the performance of an assignment, if the financial position or the payment behaviour of the Client in the opinion of Focus on VAT gives rise to that. Focus on VAT shall be entitled to suspend the performance of its obligations if such warrant is not given.

### Article 8 Collection Charges

- If the Client fails to fulfil his obligations (in due time) or defaults on them, then all reasonable costs incurred to have all extrajudicial costs and debts paid shall be borne by the Client. All extrajudicial costs incurred by Focus on VAT in connection with the collection of any amounts owed by the Client shall be borne by the Client. These extrajudicial costs are calculated based on the rates as advised by the Dutch Bar. If Focus on VAT demonstrates that he has incurred higher expenses, which were necessary in reason, said expenses shall also qualify for reimbursement.
- All costs incurred by Focus on VAT in connection with legal proceedings against the Client shall be borne by the Client, including any and all costs exceeding the legal costs awarded, unless Focus on VAT is ordered to pay the legal costs as losing party.

### Article 9 Cancellation

- Both parties shall be entitled to cancel the agreement at all times.
- If the agreement is terminated prematurely by the Client, Focus on VAT shall be entitled to compensation of the loss of capacity utilisation to be demonstrated caused by said premature termination, unless the termination is based on facts and circumstances which can be attributed to Focus on VAT. The Client shall furthermore be held in that event to pay the statement of expenses for the work done up till that moment. The preliminary results of the work done up till that moment shall therefore be put at the Client's disposal subject to approval.
- If the agreement is terminated prematurely by Focus on VAT, Focus on VAT shall see to it in conjunction with the Client that the work still to be done be transferred to third parties, unless the termination is based on facts and circumstances which can be attributed to the Client.
- If the transfer of the work still to be done entails extra costs for Focus on VAT, said costs shall be charged to the Client.

### Article 10 Suspension and Dissolution

- Focus on VAT shall be authorised to suspend the fulfillment of the obligations under the agreement or to dissolve the agreement, in the event that:
  - the Client does not fulfil or does not fully fulfil his obligations resulting from the agreement.
  - after the agreement has been concluded, Focus on VAT learns of circumstances giving good ground to fear that the Client will not fulfil his obligations. If good ground exists to fear that the Client will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action.
  - the Client was asked to furnish security or to pay in advance an amount to guarantee the fulfillment of his obligations resulting from the agreement when the contract was concluded and that this security or advanced payment is not provided or insufficient.
- Focus on VAT shall furthermore be authorised to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfillment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.
- If the agreement is dissolved, Focus on VAT's claims against the Client shall be forthwith due and payable. If Focus on VAT suspends fulfillment of his obligations, he shall retain his rights under the law and the agreement.

### Article 11 Liability

- Focus on VAT shall perform his activities to the best of his abilities, and in so doing shall observe all due care that may be expected from Focus on VAT. If a mistake is made by Focus on VAT because Client has provided him with incorrect or incomplete information, Focus on VAT shall not be liable for the damage resulting therefrom. If the Client demonstrates that he has suffered damage due to an error by Focus on VAT that would not have occurred if Focus on VAT had acted with observance of due care, Focus on VAT shall only be liable for the said damage up to an amount not exceeding two times the fee for the specific assignment over the last calendar year, unless Focus on VAT has acted with intent or gross negligence considered equivalent to intent.
- Focus on VAT shall not be liable for indirect damage suffered by the Client or third parties, including consequential damage, loss of profit, loss of goodwill, lost savings and damage due to business stagnation.
- The Client shall hold harmless and indemnify Focus on VAT against all claims from third parties arising from or in connection with the work performed by Focus on VAT for the Client, unless such claims are due to gross negligence or willful misconduct on the part of Focus on VAT. The Client shall indemnify Focus on VAT from and against claims of third parties for damage caused by the Client providing Focus on VAT with incorrect or incomplete information, unless the Client demonstrates that the damage is not related to any imputable acts or omissions on his part, or was caused by intent or gross culpability on the part of Focus on VAT.
- The stipulations with regard to limitation on liability as set forth in this clause shall also apply to third parties whose assistance is called upon by Focus on VAT, who may therefore directly invoke these limitations on liability.

### Article 12 Limitation period

Unless these general terms and conditions provide otherwise, any and all claims the Client against Focus on VAT in connections with the performance of the assignment by it, regardless of the nature, shall expire six (6) months after the date the Client has become aware or could reasonably have been aware of the existence of such claim.

### Article 13 Force Majeure

- Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.
- In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which Focus on VAT cannot have any influence but which prevents Focus on VAT from fulfilling his obligations. Industrial action at Focus on VAT's company shall also be understood to be a circumstance of force majeure.
- Focus on VAT shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfillment of the obligation(s) impossible, commences after the point in time on which Focus on VAT should have fulfilled his obligation.
- Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfillment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.
- Insofar Focus on VAT has already partially fulfilled his obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, Focus on VAT shall be entitled to submit a separate statement of expenses of the part already fulfilled or still to be fulfilled respectively. The Client shall be held to pay this statement of expenses as if it were a separate agreement.

### Article 14 Confidentiality

- Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source.
- Focus on VAT is obliged to observe secrecy with regard to details and information provided by or on behalf of the Client towards third parties that are not involved in the realisation of the assignment. This obligation does not apply insofar as Focus on VAT has a legal or professional duty to disclose, including the obligation to report arising from the Disclosure of Unusual Transactions Act (Wet melding ongebruikelijke transacties) and other Dutch or international legislation with a comparable purpose, or insofar as the Client has released Focus on VAT from the obligation of confidentiality. This provision does not prevent confidential consultation between colleagues within the organisation of Focus on VAT, insofar Focus on VAT deems such consultation necessary for the meticulous realisation of the assignment or to precisely satisfy legal or professional obligation. Focus on VAT shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.

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3. In the event Focus on VAT is acting on behalf of itself in disciplinary, civil or criminal proceedings, it shall be entitled to use the data and information supplied by or on behalf of the Client as well as other data and information which have come to Focus on VAT's notice in the course of the assignment, provided such use may be of interest according to the reasonable judgment of Focus on VAT.
4. Without prior permission by Focus on VAT, the Client shall not disclose or make available to third parties in any other way advice, opinions or other statements made by Focus on VAT, whether or not in writing, unless such action arises directly from the contract or is effected to obtain an expert opinion on the work performed by Focus on VAT, the Client has a legal or professional obligation to disclose the data concerned or is acting on behalf of itself in disciplinary, civil or criminal proceedings.
5. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

### **Article 15 Intellectual Property and Copyrights**

1. Without prejudice to the other stipulations of the present general terms and conditions, Focus on VAT shall reserve the rights and authorities to which Focus on VAT is entitled under the Copyright Act.
2. All documents, such as reports, advice, agreements, designs, sketches, drawings, software, etc., provided by Focus on VAT, shall be destined to be used by the Client exclusively and must not be reproduced, made public or brought to the notice of third parties by the Client without prior consent from Focus on VAT, unless the nature of the documents provided dictates otherwise.
3. Focus on VAT shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.

### **Article 16 Complaints**

1. Focus on VAT must be informed in writing of any complaints concerning work performed or fees charged within thirty (30) days of the date of dispatch of the documents or information on which such complaints are based or, in case the Client shall prove that it could not reasonably have discovered the shortcoming earlier, within thirty (30) days after discovery thereof, failing which the Client shall forfeit any and all claims relating thereto.
2. A complaint shall not entitle the Client to suspend its payment obligations, unless Focus on VAT has informed the Client that it considers the complaint to be justified.
3. In the event of a justified complaint Focus on VAT shall have the right, at its own discretion, either to adapt the fees charged, rectify the shortcoming free of charge, repeat the assignment concerned, or cancel the performance of the assignment partly or in full against a proportional refund of fees paid by the Client.

### **Article 17 Disputes, choice of law**

1. The Court in Focus on VAT's place of business shall have exclusive jurisdiction to hear actions, unless the District Court is the competent Court. Focus on VAT shall nevertheless be entitled to submit the dispute to the Court deemed competent by the law.
2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.
3. Any and all claims relating to compensation of damages suffered shall be submitted to Focus on VAT no later than twelve (12) months after the Client has discovered such damage, failing which the right to claim compensation shall lapse.
4. Dutch law shall apply to each and every agreement between Focus on VAT and the Client.