

GENERAL TERMS AND CONDITIONS

HCS D Tax B.V.

August 2020

1. HCS D Tax B.V. ("**HCS D**") is a limited liability company established under Dutch law for the purpose of providing tax advisory services. HCS D has its seat in Amsterdam and is registered with the trade register of the Dutch Chamber of Commerce under number 78331501.
2. These General Terms and Conditions apply to any instructions given to HCS D and to all legal relationships arising therefrom. The applicability of any of the client's general or other terms and conditions is explicitly rejected.
3. All instructions will be deemed to have been given to, accepted by and carried out by HCS D exclusively, even if these instructions are intended to be executed by one or more specific person(s) affiliated with HCS D. The effect of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded. In these General Terms and Conditions, "persons affiliated with HCS D" means any legal or natural person that is or has been employed by or on behalf of HCS D, as an employee or otherwise, as well as its (in)direct shareholder(s) and director(s).
4. These General Terms and Conditions apply in full to all persons affiliated with HCS D and all third parties engaged by HCS D for the execution of any instructions, or persons that can or could be held liable in relation thereto. All that is stipulated in these General Terms and Conditions for the benefit of HCS D applies to them as an irrevocable and gratuitously made third-party clause within the meaning of Article 6:253 of the Dutch Civil Code.
5. All of HCS D's services are rendered exclusively for the benefit of the client that contracted the relevant services. Deliverables of HCS D's services may not be disclosed to any person (other than client's auditor and/or legal advisor) without HCS D's prior written consent.
6. The client indemnifies HCS D and all persons affiliated with HCS D for the consequences of claims by third parties arising from or related to the execution of instructions, including any costs of legal support, unless the claim is a result of a professional error on the part of HCS D.
7. HCS D shall never be liable for any consequential or indirect damages, including reputational damages, lost opportunities, lost revenues and/or profits.
8. Pursuant to the Dutch Act of Prevention of Money Laundering and Terrorist Financing, HCS D is obliged – amongst others – to verify the client's identity, establish whether unusual transactions have been made or are planned and, when necessary, notify the relevant authorities of such activities without informing the client. The client confirms it is aware of, and agrees to, the foregoing and will provide all required information.
9. As a result of the mandatory disclosure rules (pursuant to Council Directive (EU) 2018/822), HCS D is required to report certain potential aggressive cross-border tax arrangements to the relevant authorities. HCS D will at all times comply with these disclosure rules based on its own professional assessment of the potential aggressive cross-border tax arrangement.
10. HCS D shall terminate a legal relationship with a client with immediate effect in case HCS D determines that providing its services may contravene any law, regulation or professional rule.
11. If HCS D processes personal data, this processing will be done in accordance with HCS D's privacy policy. This policy can be viewed at www.hcsdtax.com.
12. HCS D may engage third parties for the execution of instructions. If HCS D engages a third party, HCS D is not liable towards the client for any mistakes made by this third party. HCS D may accept provisions restricting liability used by these third parties, also on behalf of the client.
13. The client agrees that HCS D may use digital means of communication and data storage services, whether or not offered by third parties, for the purpose of communication. HCS D cannot be held liable for damage or loss ensuing from the use of such services.
14. Unless agreed otherwise, HCS D's services will be invoiced on a time-spent basis against the applicable hourly rates, which will be adjusted from time to time. Additional costs incurred in relation to the services will be on-charged separately.
15. Applicable VAT (if any) and other compulsory taxes, surcharges and similar increases will be added to all amounts charged by HCS D.
16. Invoices must be paid no later than 15 days after the invoice date. If payment is not made within this period, HCS D may (following a reminder for payment) charge statutory interest on amounts due. HCS D may suspend its services in case an invoice remains unpaid for 60 days or more. HCS D may at all times request an immediately payable advance for work carried out or to be carried out and suspend or end its services if the client does not pay an invoice for advance payment on time.
17. Any liability ensuing from or relating to the performance of the services for which HCS D has been engaged will at all times be limited to the amount that is paid out in that specific case under the liability insurance policies taken out, plus the appropriate deductible. Any claim for compensation of loss or damage will expire one year after the day on which the client became aware of the possible loss or damage, and at most after two years.
18. The laws of the Netherlands govern the legal relationship between HCS D and the client and any claims for liability. All disputes will be submitted exclusively to the competent court in Amsterdam.
19. These General Terms and Conditions are available in Dutch and English and can be viewed at www.hcsdtax.com. In the event of a dispute on their contents or intention, only the Dutch version is binding.