

GENERAL TERMS AND CONDITIONS, applying to all services rendered by, or on behalf of Courdid.

1. Courdid is a partnership (maatschap) with the objective to practice the profession of tax advisor.
2. Assignments awarded to Courdid or any of its partners or employees will be deemed to be assignments accepted by and carried out by Courdid only. Article 404 of Book 7 of the Dutch Civil Code shall not be applicable.
3. Courdid shall be obliged to exercise the due care that, in the given circumstances, may reasonably be expected from it with respect to the services provided by or on its behalf. Achieving the intended result is not guaranteed by Courdid.
4. When carrying out an assignment, Courdid may involve one or more persons that are not, whether directly or indirectly, connected with Courdid. Any failure of such person may be attributed to Courdid only if the client proves that Courdid did not act with due care when choosing such person.
5. The client shall allow that Courdid and the persons involved in carrying out an assignment by or on behalf of Courdid share information relating to the client and an assignment awarded by the client with other persons connected with Courdid, to the extent required or useful for the purposes of client relation management.
- 6.1 The client shall be entitled to compensation for the entire damages sustained by the client that is, by law, a consequence of an event or series of connected events for which Courdid is liable by law:
  - a. where Courdid has any insurance coverage for such damages, not to exceed an amount equal to the insurance payment to be received by Courdid plus the excess payable by Courdid under such insurance;
  - b. where Courdid does not have insurance coverage for such damages at all, not to exceed an amount equal to the fees Courdid invoiced to the client with respect to the assignment involved in the year in which the event took place and paid by the client.
- 6.2 Without prejudicing the provisions set forth in Article 89 of Book 6 of the Dutch Civil Code, the right to compensation for damages shall at any rate terminate twelve months after the occurrence of the event that caused, whether directly or indirectly, the damages for which Courdid is liable.
- 6.3 In the event that one or more third parties should claim from Courdid compensation for damages they sustained in connection with services provided by or on behalf of Courdid to the client, the latter shall indemnify Courdid against such claim or claims and additional costs, insofar as Courdid should have to pay to the third party or parties compensation in excess of the compensation Courdid would have had to pay to the client if the client had claimed compensation from Courdid for the damages sustained by such third party or parties.
- 7 Invoices from Courdid to the client will be paid within 14 days of the invoice date. In case overdue payment, the client will be regarded to be in default ipso jure and Courdid will be entitled to charge the statutory interest in addition to all (extra)judicial collection costs.
8. The General Terms and Conditions may also be invoked by those natural persons or legal entities that are involved, whether directly or indirectly, in any manner whatsoever for the services provided by or on behalf of Courdid.

9. The General Terms and Conditions shall also be applicable to any supplementary or follow-up assignments.

10. The relation between Courdid and the client, as well as those who make use of its services, shall be governed entirely by the laws of the Netherlands. Disputes shall be submitted exclusively to the competent court in Rotterdam, the Netherlands.

11. These general conditions are drawn up in Dutch and in English. The Dutch text is binding.