

CrossTax

General Terms and Conditions

1. Definitions

- 1.1 Customer: The potential or existing Customer issuing the assignment.
- 1.2 CROSSTAX: The companies, CrossTax Management Services BV and CrossTax Advies, statutory established in Sassenheim, the Netherlands, registered at the Dutch Chamber of Commerce, numbers 28086530 and 59570458 respectively, including all registered trade names.
- 1.3 Services: All services which are offered in any form (in writing and/or electronically) by CROSSTAX.
- 1.4 Offer: Every written and/or electronic offer of Services including amongst others, response to Request for Information; Request for Proposal or Tender.
- 1.5 Change Request Procedure: A procedure whereby CROSSTAX and the Customer mutually agree in writing on change to, or extension of the contracted Service and the consequences thereof.

2. Applicability

- 2.1 These general terms and conditions apply to all offers and agreements between the Customer and CROSSTAX. In so far as parties have not explicitly agreed otherwise in writing, all provisions of these General Terms and Conditions will fully and unconditionally prevail between Customer and CROSSTAX.
- 2.2 Any reference made by the Customer to his own General Terms and Conditions whatever they are called and in whichever stage of the establishment of the agreement with CROSSTAX they are made, shall be explicitly rejected. The Customer is expected to accept the applicability of these General Terms and Conditions also with regard to later offers made to him by CROSSTAX, assignments issued by him to CROSSTAX and agreements concluded on his behalf with CROSSTAX.
- 2.3 CROSSTAX is entitled to amend these General Terms and Conditions. An amendment to these General Terms and Conditions shall come into force at the indicated date of commencement and in the absence of such a date, at the moment when the Customer has been informed of the amendment or the amendment has become known to him. The amended General Terms and Conditions shall be sent to the Customer in a timely manner.
- 2.4 The assignment shall be performed by CROSSTAX with due consideration of the applicable legislation and regulations including the rules of conduct and professional practice applying to CROSSTAX and to the persons performing the assignment. CROSSTAX shall never be bound to perform any acts or omissions that are contrary

CrossTax

to or incompatible with the legislation and regulations referred to above. The Customer declares at all times to fully respect the obligations on CROSSTAX.

3. Concluding an Agreement

- 3.1 An agreement is concluded at the moment CROSSTAX has received a confirmation of the assignment, signed by CROSSTAX and the customer. The confirmation is based on the information provided by the Customer to CROSSTAX at that time and is deemed to fully and accurately reflect the agreement.
- 3.2 The Customer is obliged to inform CROSSTAX in a timely manner and in writing, of any changes concerning the execution of an assignment issued to CROSSTAX by him. The assignment the amendment applies to is considered to be a new assignment that shall lead to an agreement only if and in so far as CROSSTAX accepts the assignment in writing. If CROSSTAX does not accept the new assignment, the original assignment shall be cancelled and reciprocal obligations to undo shall come into force for any part of the original assignment already carried out. If the (part) of the work already carried out, cannot in all reasonableness be made undone, the obligation arises to compensate the value of this execution, which is equivalent to the invoice value thereof. CROSSTAX is authorised to charge the Customer for the additional costs connected to the change in the execution of an assignment.
- 3.3 Both parties are free to prove that the agreement was concluded in a different manner.
- 3.4 The agreement is entered into for an indefinite period of time, unless it can be inferred from the terms of reference, nature, or scope of the issued assignment that the agreement was entered into for a specific period of time.

4. Information provision by Customer

- 4.1 The Customer is obliged to provide in a timely manner, in the desired format and in the desired way, all data and documents CROSSTAX deems necessary for correctly carrying out the issued assignment.
- 4.2 The Customer guarantees the accuracy, completeness, and reliability of the data and documents provided to CROSSTAX, even when they originate from third parties, in so far as the nature of the assignment does not provide otherwise.
- 4.3 If and in so far as the Customer so requests, the provided documents shall be returned to the Customer.
- 4.4 Where this is necessary for the substantiation of the soundness of the work performed, original documents that have a formal status, such as notarial deeds, decrees and government permits provided to CROSSTAX by the Customer, shall be

CrossTax

copied and included in the work files. The original documents shall be returned to the Customer.

- 4.5 Extra costs and remuneration, arising from a delay in the execution of the assignment, because the data and documents required have not been provided or have been provided late or inadequately, shall be borne by the Customer.

5. Delivery Period

- 5.1 The delivery period commences as soon as CROSSTAX has received all data and documents required to carry out the activities, as mentioned under article 4.1.
- 5.2 If the Customer is to pay an advance, the delivery period commences no sooner than the payment has been received in full.
- 5.3 Periods within which the activities should be completed may only be considered a final date if this has been agreed explicitly in writing. The Customer is entitled to compensation only if a delivery period that has been explicitly agreed and explicitly been qualified as final is exceeded by CROSSTAX. This compensation can never be higher than the payment that was agreed for the delayed performance.
- 5.4 CROSSTAX shall make all efforts that can in reasonableness be expected in order to complete the assignment within the stated or agreed period of time. Except in the case of intent or gross negligence, a possible exceeding of the agreed date does not give the Customer the right to claim compensation, to refuse the service rendered by CROSSTAX, to non-compliance with or suspension of any obligation resulting from the agreement entered into with CROSSTAX, or to (partially) dissolve the agreement.
- 5.5 Each delivery period shall be extended by the period of time by which the execution of the assignment is delayed because of force majeure, irrespective of whether the condition leading to force majeure begins before or after the moment when the commitment should have been fulfilled. Extension of the delivery period shall also take place if, and for as long as, the Customer provides any payment or performs any other obligation later than agreed, or later than in fairness might be expected from CROSSTAX, irrespective of whether the Customer is in default.

6. Performance of Services

- 6.1 CROSSTAX shall perform the Services to be provided with due care in accordance with the arrangements and procedures as laid down in writing in the Agreement with Customer.
- 6.2 CROSSTAX shall provide a suitable consultant(s) based on the qualifications required for the service or services. If desired or necessary, CROSSTAX can engage a third party.

CrossTax

- 6.3 Should Customer not be satisfied with the quality of the Services provided, CROSSTAX should be informed thereof in writing as soon as possible, but no later than 14 days after it has been established. At that time, it will be decided, in consultation with Customer, how and under what conditions rectification or substitution will be arranged.
- 6.4 CROSSTAX is not under any obligation to follow directions from Customer that change or supplement the content or scope of the services agreed upon; should, however, these directions be followed, Customer should inform CROSSTAX thereof in writing and the activities in question will be invoiced additionally in accordance with the CROSSTAX standard rates.
- 6.5 Should the Agreement be entered into with a view to execution by a consultant referred to by name, CROSSTAX can always substitute this person by one or more persons with the same qualifications. Substitution of, and the conditions under which, will take place in mutual agreement. In the event that Customer refuses the offered substitute with equal qualifications, CROSSTAX reserves the right to terminate the Agreement.

7. Fees

- 7.1 CROSSTAX's remuneration does not depend on the outcome of the issued assignment.
- 7.2 The Services provided to Customer will be invoiced in accordance with the fees mentioned in the Agreement.
- 7.3 All mentioned rates and prices are exclusive of office costs, travel costs, travel time, other fees as well as value added tax (BTW) or other levies possibly imposed by the government.
- 7.4 Travel expenses, travel time and other charges will be invoiced separately at the actual costs incurred and against CROSSTAX standard rates.
- 7.5 In the event that CROSSTAX has made an offer based partially or in full on an own estimate relating to the type and scope of the Services and made such known, then CROSSTAX reserves the right to amend in writing the agreed Services in consultation with Customer.
- 7.6 Should invoicing take place in accordance with subsequent costing ('nacalculatie'), CROSSTAX may adjust the fees stated in the Agreement subject to 30 days' notice in writing, unless otherwise agreed. In case of an increase, Customer may terminate the Agreement in writing within two weeks of the notification. Should Customer fail to do so, the increase becomes effective. CROSSTAX shall not be obliged to fulfil the Agreement in case of termination for this reason, nor be held liable for any consequences of the termination.

CrossTax

- 7.7 In the event that Customer terminates the services, for whatever reason, before completion of the agreed assignment, Customer will owe CROSSTAX remuneration for all services performed by CROSSTAX until that moment and all additional costs. CROSSTAX also has the right to invoice Customer for any days and services already agreed upon or planned.
- 7.8 Agreements that already have been concluded, for which invoicing takes place on the basis of subsequent costing, may be cancelled in writing by Customer without charge no later than 7 workdays before actual commencement. In the event that the Agreement and/or planned days are cancelled within the 7 workday term, CROSSTAX will charge Customer in full for the agreed planned days and services. The date on which CROSSTAX receives the written cancellation is decisive for the criterion of 7 workdays.

8. Amendments and Additional Work

- 8.1 Should CROSSTAX perform services that fall outside the agreed services, at the request of or with the prior approval of Customer, Customer shall pay CROSSTAX for these services according to the standard CROSSTAX rates. However, CROSSTAX is not obliged to comply with such a request and may require that a separate written agreement be concluded in this respect.
- 8.2 Should the requirements or specifications be extended or changed whether or not via the Change Request Procedure, this will constitute additional work, which will be charged accordingly. In the event that CROSSTAX considers work to be additional, it will inform Customer thereof as soon as possible. However, CROSSTAX is not obliged to comply with any Customer request to perform such activities and may require that a separate written agreement be concluded in this respect.

9. Invoicing and Payment

- 9.1 Customer shall pay all invoices within 14 days of the date of invoice. Payment will take place without any set-off or suspension for any reason whatsoever, except where it is decided by judgment of a court that Customer has grounds for having a counterclaim capable of being set-off or a reason for suspension. In the event that Customer does not agree with an CROSSTAX invoice, this should be communicated by Customer in writing at the latest before the invoice due date.
- 9.2 Should Customer fail to pay the amounts due within the agreed period, Customer shall owe 1% interest per month on the outstanding amount, without any notice of default being required. If after notice of default Customer still fails to pay, the debt may be given to a third party for collection in which case, in addition to the total payable amount, Customer shall also be obliged to pay extra-judicial collection charges, including attorney's fees, amounting to no less than 15% of the total amount.

CrossTax

- 9.3 If Customer has been granted a moratorium on payments, provisionally or otherwise, or in the event that the evaluation of Customer's creditworthiness gives rise to this, CROSSTAX may require Customer to furnish adequate security, in default of which CROSSTAX may suspend the execution of the Agreement.
- 9.4 The Customer shall never be entitled to any deduction of, or, to settlement against, any claim that he believes he has against CROSSTAX. If the Customer believes that he can assert his rights with regard to the agreement with CROSSTAX, this shall not discharge him from his own obligation to pay according to the agreed manner and he is not entitled to suspend his own obligation to pay.
- 9.5 Payments made by the Customer shall always first serve to settle any interest and costs due and subsequently to settle the longest due and outstanding payable invoices, even if the Customer states that the payment made relates to a later invoice.
- 9.6 CROSSTAX is authorised to suspend compliance with all his obligations, including among others the delivery of documents or other matters to the Customer or third parties, until the moment when all due and payable debts have been fully paid by the Customer.
- 9.7 In the event of non or incomplete or untimely payment of any CROSSTAX invoices, the client as well as the client entity shall automatically be in default as jointly and severally liable debtors without any notice being required and all outstanding invoices to client or the client entity shall become immediately due and claimable without client or the client entity being able to invoke any counter claim, any right to withhold or suspend payment or any right of set off or discount.

10. Complaints

- 10.1 Complaints in relation to the quality of the activities carried out and/or the invoice sum should be made known to CROSSTAX in writing within 30 days of the dispatch date of the documents or information to which the Customer's complaint pertains, or within 30 days of discovering the defect if the Customer shows that he could not in reasonableness have discovered this earlier.
- 10.2 Complaints as referred to in the first paragraph do not suspend the Customer's payment obligations.
- 10.3 In the case of a rightfully issued complaint, CROSSTAX has the choice of adjusting the remuneration charged, improving or redoing the disapproved activities free of charge, or not completing (part of) the assignment against a restitution in proportion to the remuneration already paid by the Customer.

CrossTax

11. Dissolution and Termination

- 11.1 Either party has the possibility to dissolve the Agreement only if the other party fails imputably to fulfil the fundamental obligations pursuant to the Agreement after having been given proper and detailed notice of default with a reasonable term to cure the breach.
- 11.2 CROSSTAX may terminate the Agreement in full or in part by written notice, without notice of default or judicial intervention, with immediate effect in the event that Customer is granted a moratorium on payments, provisionally or otherwise, if bankruptcy proceedings have been instituted against Customer or if its company is wound up or liquidated. CROSSTAX shall not be liable for any damages due to this termination.
- 11.3 Should Customer at the time of dissolution as referred to in section 11.1 or in case of termination, already have received services for the execution of the Agreement, these services provided and any corresponding payment obligations will not be subject to nullification. Any amounts invoiced by CROSSTAX before a dissolution or termination with regard to what has already been provided or delivered for the execution of the Agreement, will remain payable in full and become immediately due and payable at the moment of dissolution or termination.

12. Customer Co-operation

- 12.1 Customer will co-operate in the execution of the Agreement, and shall undertake all useful and necessary actions on time and provide data, information, including access or temporary access to the necessary data records and Customer experts and furthermore provide in a timely way all co-operation reasonably needed by CROSSTAX for the execution of the Agreement.
- 12.2 If the information necessary for the execution of the Agreement is not made available to CROSSTAX, or not made available on time or in accordance with the Agreement, or if Customer does not fulfil its obligations in any other way, this could affect the planned time of completion of the agreed services and the corresponding costs. In any case, CROSSTAX has the right to suspend the execution of the Agreement and may charge the resulting costs and any idle time according to its standard rates.
- 12.3 All terms and delivery dates, objectives and/or estimates mentioned by CROSSTAX in the Offer and/or Agreement or elsewhere have been determined to the best of its knowledge as nonbinding estimates, based on data known to CROSSTAX at the time of the issue of the Offer or conclusion of the Agreement. If any term is exceeded or if objectives cannot be met, CROSSTAX and Customer will consult as soon as possible. CROSSTAX has the right to adjust the rates and conditions in either case if it is not to blame.

CrossTax

13. Contact Persons

Customer and CROSSTAX shall each designate a contact person and include them in the Agreement. The contact persons will be responsible for a smooth and satisfactory co-operation between Customer and CROSSTAX as well as for effective internal co-ordination in their own organization.

14. Working Conditions

- 14.1 Customer shall provide the CROSSTAX consultants with the necessary facilities and authorizations, such as adequate working space and the necessary materials, including equipment, programming, telephone- and computer time in a timely way, so that they may properly render their services.
- 14.2 Customer shall provide the CROSSTAX consultants with access to the site where the services are to be rendered, and enable these employees to perform their services under Customer's normal and agreed working conditions.
- 14.3 The CROSSTAX consultants will observe the current norms and house rules of Customer.

15. Liability

- 15.1 CROSSTAX shall carry out his activities to the best of his ability and shall take the required due care and attention as may be expected from CROSSTAX. If a mistake is made, because the Customer provided incorrect or incomplete information, CROSSTAX is not liable for any damage caused. If the Customer proves that he suffered damage due to a mistake by CROSSTAX that could have been avoided with due care and attention, CROSSTAX is liable for damages, unless it concerns a matter of an intentional act or comparable gross negligence on the part of the Customer. CROSSTAX's aggregate liability per Agreement, however, shall be limited to the total amount, excluding value added tax (BTW), paid to CROSSTAX by Customer for services rendered, subject to a maximum of € 50,000. The maximum liability will be reduced by any credits granted by CROSSTAX. Customer should institute any legal action within one year after the event in question.
- 15.2 The Customer indemnifies CROSSTAX against claims by third parties for damage caused by incorrect or incomplete provision of information by the Customer to CROSSTAX, unless the Customer proves the damage is caused by intention or comparable gross negligence by CROSSTAX. In so far as non-compliance by the Customer with his contractual and/or statutory obligations causes liability of CROSSTAX against third parties, the Customer indemnifies CROSSTAX against all consequences of this liability. The Customer is liable for all damages that CROSSTAX or third parties may suffer as a result of a shortcoming or a wrongful act on the part of the Customer.

CrossTax

- 15.3 The limitation of liability as stipulated under point 1 of this article also applies to third parties engaged by CROSSTAX for the execution of the assignment, which third parties have direct recourse to this restriction of liability.
- 15.4 CROSSTAX shall not be liable for the damage the Customer suffers as a result of the application of the provisions concerned, irrespective of whether any reporting by CROSSTAX, in retrospect, with regard to the facts and circumstances, in reasonableness should not have taken place. The Customer indemnifies CROSSTAX against claims by third parties resulting from the application of the provisions concerned, irrespective of whether a report by CROSSTAX, in retrospect, with regard to all facts and circumstances, in reasonableness should not have taken place.
- 15.5 CROSSTAX shall not be liable for the damage the Customer suffers as a result of the use of (electronics) means of communication (for example the damage caused by delay, failure to deliver, disclosure, interception or manipulation of electronic messages by third parties, the damage caused by used hardware or software or the damage caused by viruses and the like).
- 15.6 Any further liability of CROSSTAX for damages suffered by Customer is excluded, irrespective of the way any legal action is instituted, be it for breach of contract, tort or otherwise. CROSSTAX is in no event liable for damages caused by late delivery or late performance of services. Any liability of CROSSTAX for business damages, indirect or other consequential damages including loss of profits, loss of anticipated savings or loss of data is expressly excluded.

16. Force Majeure

In these General Terms and Conditions force majeure is understood to mean: each circumstance or event beyond CROSSTAX's control, which prevents wholly or partially, whether or not temporarily, compliance with the obligations towards the Customer or because of which, compliance with the obligations cannot in reasonableness be expected from CROSSTAX, irrespective of whether the circumstance or event was to be expected when the agreement was concluded, such as among other things government measures, fire, accidents, labour unrest and non-compliance for whatever reason, by third parties engaged by CROSSTAX

17. Confidential Information

- 17.1 Unless a legal or professional duty entails disclosure, CROSSTAX is obliged to maintain confidentiality towards third parties.
- 17.2 CROSSTAX is not entitled to use the information provided by the Customer for any other purpose than for which it was obtained, except when CROSSTAX represents himself in disciplinary, civil or criminal proceedings where these documents could be of importance.

CrossTax

- 17.3 Unless CROSSTAX has granted prior written permission, the Customer shall not disclose the contents of reports, advice or any other opinions of CROSSTAX, in writing or otherwise, that were not drawn up or produced with the intent to supply third parties with the information contained therein. The Customer shall also ensure that third parties shall not learn of the contents referred to in the previous sentence.
- 17.4 On the basis of the provisions in or under the terms of the law, in particular, though not exclusively, the Act to prevent Money Laundering and Financing Terrorism (Wet ter voorkoming Witwassen en Financieren van terrorisme, Wwft), CROSSTAX is obliged in certain cases to report an unusual transaction carried out or intended during the performance of the assignment issued to it to the Financial Intelligence Unit – Nederland in Zoetermeer (FIU Nederland) within 14 days. CROSSTAX is obliged to observe secrecy concerning this reporting.
- 17.5 CROSSTAX shall impose the obligations resulting from this article on third parties engaged by him.

18. Copyright

- 18.1 CROSSTAX reserves all rights in relation to intellectual products that he uses or has used in the framework of the execution of the Customer's assignment, in so far as these are provided for by law.
- 18.2 The Customer is explicitly prohibited from reproducing, disclosing, or exploiting such products, including CROSSTAX's computer programmes, system designs, working methods, advice, (model) contracts, and other intellectual products, all in the widest sense of the word, with or without engaging third parties.
- 18.3 The Customer is not permitted to provide third parties with aids of those products, other than to obtain an expert opinion on CROSSTAX's activities.

19. Time Limit

In so far as not stated differently in these General Terms and Conditions, the right to claim and other powers the Customer may have towards CROSSTAX in relation to the activities carried out by CROSSTAX lapse in any case one year after the moment at which the Customer was aware of or could in reasonableness, have been aware of the existence of these rights and powers.

20. Applicable law and choice of forum

- 20.1 All agreements between the Customer and CROSSTAX shall only be governed by Dutch law.
- 20.2 Any disputes resulting from an agreement concluded with CROSSTAX, shall exclusively be decided upon by the competent Court in the Netherlands.

CrossTax

20.3 Contrary to the provisions in paragraph 2, the Customer and CROSSTAX are authorised to submit disputes to an arbitration board.

January 2016