

GENERAL TERMS AND CONDITIONS

1. LIMES

LIMES international is a limited liability company with its registered office in Katwijk, the Netherlands and is registered with the Chamber of Commerce in The Hague under number 27318095.

"LIMES" in these General Terms and Conditions means one or more legal entities which are group companies within the meaning of Article 2:24b of the Dutch Civil Code of LIMES international B.V. ("a Group Company") and which pursuant to an engagement letter perform certain work for a client.

"Client" in these General Terms and Conditions means the natural person or legal entity with whom LIMES concludes an engagement letter.

Unless expressly agreed otherwise, LIMES and the Group Companies with which the Client has not concluded an individual engagement letter are not responsible for the acts or omissions of the Group Company or Group Companies with which the Client has concluded an individual engagement letter.

The Group Companies of LIMES are LIMES international tax + global mobility B.V.; LIMES international immigration + relocation B.V.; LIMES international vat + customs B.V.; LIMES international pension + insurance B.V.; LIMES international human resources B.V.; LIMES international legal B.V.; activpayroll Netherlands B.V. (also trading under the (trade) name LIMES international payroll) and Dutch Tax Returns B.V.

2. Applicability of these General Terms and Conditions

These General Terms and Conditions apply to all current engagements and to every new engagement letter between the Client and LIMES as well as to all work carried out or to be carried out by or on behalf of LIMES. They also apply to additional and follow-up engagements.

The provisions of these General Terms and Conditions are stipulated not only on behalf of LIMES, its directors, shareholders and persons employed by it, but also on behalf of all persons engaged by LIMES in the performance of the engagement, including any third parties engaged by LIMES. Former directors, shareholders and employees of LIMES and their heirs may also invoke these General Terms and Conditions.

Fee quotes made by LIMES may only be accepted subject to acceptance of these General Terms and Conditions, whereby the Client explicitly relinquishes the applicability of its own General Terms and Conditions.

These General Terms and Conditions have been drawn up in Dutch and English. In case of difference between the English and Dutch text of these General Terms and Conditions, the Dutch text shall be binding.

3. The engagement

An engagement comes into effect the moment the engagement letter is signed by LIMES and the Client and is received by LIMES in return. If an engagement has been given verbally or if the engagement letter has not (yet) been received by LIMES, but the work has already commenced, the engagement shall be deemed to have been concluded under the applicability of these General Terms and Conditions at the moment that LIMES has commenced the execution of the engagement at the request of the Client.

Insofar as not expressly agreed otherwise in writing, only the Group Company with which the Client has entered into an engagement is responsible for (its acts and/or omissions in) the execution of the engagement.

All engagements are accepted and carried out exclusively by LIMES, even where it is the express or tacit intention that an engagement is carried out in full or in part by a specific person. An engagement from a Client to a person associated with LIMES does not lead to an engagement with that person but with LIMES.

The effect of Articles 7:404, 7:407 (section 2) and 7:409 of the Civil Code is excluded even if an engagement is given to one or more of the aforementioned persons.

The Client shall provide LIMES with all information that LIMES requires to fulfil its obligations to establish the identity of its Clients and associated persons. LIMES has the right not to provide services to the Client, for example, based on the results of its Know Your Client procedure.

LIMES may, as a result of laws and regulations imposed by the Government, be required under circumstances to report information about certain cross-border constructions to the Tax Authorities.

4. Information

The Client will always, of its own accord and at LIMES' first request, provide as soon as possible all data and information which the Client can reasonably know that LIMES requires for the correct execution of the engagement, a) on time and b) in the form and c) in the manner desired by LIMES.

The Client guarantees the correctness, completeness, reliability and lawfulness of the data and information provided by or on behalf of him to LIMES, even if provided via third parties or originating from third parties.

The Client will always inform LIMES without delay of facts and circumstances which may be of importance in connection with the execution of the engagement.

LIMES is entitled to suspend execution of the engagement until the moment the Client has fulfilled the aforementioned obligations.

5. Performance of the engagement

The engagement letter includes a description of the work to be performed by LIMES for the Client. The engagement leads to an obligation of LIMES to use its best efforts, not to an obligation to achieve a result and does not have any fatal deadlines, unless expressly agreed otherwise. In carrying out the engagement LIMES shall act as may be expected of a reasonably competent and reasonably acting tax adviser with due observance of the applicable (professional) regulations and legislation. LIMES shall not be liable to the Client for loss resulting from compliance with the legislation and regulations applicable to it.

The engagement is carried out exclusively for the benefit of the Client. The Client indemnifies LIMES and persons connected to it against claims from third parties and against other loss suffered by LIMES and/or a person connected to LIMES as a result of a third party claiming to have suffered direct or indirect loss as a result of work carried out or having been carried out by LIMES for the benefit of the Client, insofar as the claim or loss exceeds the amount actually paid out by LIMES' professional liability insurer.

LIMES determines how and by which person the engagement is carried out.

In the performance of the engagement, LIMES is guided by the interests of the Client and observes the applicable laws and regulations, including the Professional Practice Regulations of the Dutch Association of Tax Advisers (NOB) and the "Register Belastingadviseurs".

The advice, opinions, expectations, forecasts and recommendations provided by LIMES to the Client are based on the Dutch legislation, regulations and case law applicable at any time. This legislation and case law and/or the interpretation thereof may change (with retroactive effect) or changes may take place after completion of the work. The advice, opinions, expectations, predictions and recommendations of LIMES are no guarantee regarding future events or circumstances. LIMES is in no way liable for any consequences of such changes.

It is possible that provisions of Dutch (tax) regulations conflict with European laws and regulations or European Directives but that such conflict had not yet been established (in the highest instance) at the time the engagement was executed. LIMES shall not be liable in this respect.

LIMES is not obliged to update advice, reports or outcomes of the execution of the engagement as a result of events that occurred after the final advice, report or outcomes were delivered.

6. Engagement of third parties

In the performance of the engagement, LIMES is authorised to engage third parties. If necessary for the proper execution of the engagement, LIMES may share confidential information of the Client with such third party, even if they are established outside the Netherlands. LIMES may assign the engagement to a third party either in its own name or on behalf of the Client but will discuss this with the Client in advance.

The costs of these third parties shall be borne by the Client, even in the event of any interim changes to them. LIMES is not the Client of this third party, that is the Client. If the engaged third party has limited its liability in connection with its activities, LIMES assumes and if necessary, hereby stipulates that all engagements given to it include the authority to accept such a limitation of liability also on behalf of the Client.

LIMES is not liable for any acts or omissions of (engaged) third parties, even when this is a (legal) person established outside the Netherlands, the applicability of Article 6:76 of the Dutch Civil Code is excluded.

7. Deadlines

Deadlines are only deadlines if this has been expressly agreed in writing. If the Client owes an (advance) payment or is required to provide the data and information necessary for the performance of the engagement, any period within which the work must be completed shall not commence until payment has been received in full by LIMES or the data and information have been made available to LIMES respectively.

Unless it has been established that execution is permanently impossible, the engagement cannot be dissolved by the Client on account of exceeding the agreed term, except after the Client, after expiry of the agreed term, has given LIMES a reasonable repair period to still execute the order (in full) and LIMES then fails to execute the order (in full) within the agreed term.

8. Termination

The provisions of Article 7:408 of the Civil Code do not apply.

The engagement letter is entered into for an indefinite period, unless expressly agreed otherwise in writing.

The Client and LIMES may terminate the engagement at any time with due observance of a reasonable notice period, unless reasonableness and fairness oppose termination or termination at such a time. Notice of termination must be given in writing to the other party.

LIMES may terminate the engagement with immediate effect after written notification to the Client if the Client has not paid an invoice within 14 days after the expiry of the payment period.

LIMES shall in all cases of termination retain the right to payment of invoices for work carried out by LIMES up to that time, whereby the preliminary results of the work carried out up to that time shall be made available to the Client subject to reservation.

If notice of termination is given by the Client, LIMES shall be entitled to compensation for all additional costs reasonably incurred or to be incurred by LIMES as a result of the early termination of the engagement (such as, inter alia, costs relating to any sub-contracting), unless facts and circumstances underlying the termination are attributable to LIMES.

If notice of termination is given by LIMES, the Client shall be entitled to cooperation from LIMES in transferring work to third parties, unless facts and circumstances underlying the termination are attributable to the Client. Insofar as the transfer of the work entails additional costs for LIMES, these will be charged to the Client.

9. Intellectual property rights

All rights in respect of products of the mind that LIMES or any person engaged by LIMES in the performance of the engagement develops or uses, including but not limited to texts, advice, opinions, working methods, (model) contracts, formats, logos, systems, system designs, data, databases and computer programs, shall accrue to LIMES to the extent that they have not already accrued to third parties. LIMES is at all times entitled to mention its name on or near work it has produced.

Under the suspensive condition of full payment of invoices from LIMES, the Client is granted a non-exclusive and non-transferable right of use to the relevant products to the extent and for as long as this is necessary to make use of the services agreed with LIMES. The Client may only use the products for the purpose for which the product was delivered.

The Client shall use an offer made by LIMES and the LIMES knowledge and ideas contained therein solely for the purpose of evaluating its interest in granting the engagement.

Except with the express prior written consent of LIMES, the Client is not permitted to reproduce, publish or exploit the products of the mind or the recording thereof on data carriers whether or not together with or through the involvement of third parties.

Except with the express prior written consent of LIMES, the Client is not permitted to publish the contents of advice, opinions or other expressions of LIMES, whether or not in writing, or to make them available to third parties in any other way, except in so far as this arises directly from the engagement, is effected to obtain an expert opinion on the relevant activities of LIMES, or if the Client has a statutory or professional obligation to disclose the contents, or if the Client acts on his or her own behalf in disciplinary, civil, arbitration, administrative or criminal proceedings.

10. Personal data

In the context of the performance of engagement or in the context of fulfilling legal obligations incumbent upon it, LIMES may process personal data relating to the Client and/or persons connected with or employed by/for the Client. With regard to this processing of personal data, LIMES has adopted a privacy policy which is available on its website www.limes-int.com. LIMES has also appointed a Data Protection Officer with email address privacy@limes-int.com.

In connection with optimising its services to the Client as well as in connection with being able to approach the Client and/or persons employed at/for the Client with information and with services provided by LIMES and third parties, LIMES may process personal data.

The Client guarantees the lawfulness of providing personal data to LIMES even if they originate from third parties or have been provided by third parties on its instructions. LIMES will not provide personal data to third parties, but LIMES may provide personal data to Group Companies or third parties engaged by LIMES in the performance of the engagement.

The Client indemnifies LIMES and persons connected with LIMES against claims from third parties and other loss suffered by LIMES or a person connected with LIMES in connection with unlawful processing of personal data in the performance of the engagement insofar as LIMES has received such data from the Client or on the instructions of the Client.

The Client shall inform the data subject in good time about the processing of personal data by LIMES. The Client and LIMES will inform each other without delay of any breach relating to the processing of personal data processed in the performance of the engagement.

Where appropriate, the Client and LIMES shall inform each other without delay as soon as they become aware of an investigation by any authority aimed at the possible non-compliance with laws and regulations in the processing of personal data in the performance of the engagement.

LIMES processes personal data as a data controller for the purposes of, or in connection with: a. the performance of the engagement; b. applicable requirements in laws and regulations; c. requests and communications to competent authorities; and d. administrative, financial risk analysis and Client relationship purposes.

By providing the personal data to LIMES, the Client confirms that both the provision of these personal data to LIMES and the instruction or request to LIMES to process the personal data are in accordance with the GDPR and the internal privacy policy of the Client.

11. Fee

Unless expressly agreed otherwise in writing, LIMES' fees will be charged to the Client on the basis of the number of hours worked times the hourly rates set by LIMES from time to time.

In the case of fixed or quoted prices, any (unexpected) additional work may be charged separately. The hourly rates may be adjusted from time to time by LIMES without further notice, which will take place at least once a year.

This takes place partly on the basis of the increase in years of experience of employees and the price index figure for business services. Payment of LIMES' fees is not dependent on the outcome of the work.

In case of delayed or withdrawn orders, the hours already spent and any costs already incurred will be invoiced. Costs resulting from repeated work due to delays or because the Client did not provide the data and information required by LIMES in time will be charged. In addition, the costs to be incurred by LIMES in the performance of the engagement will be charged to the Client.

All amounts are exclusive of VAT and, in principle, the Client is invoiced each month for the work carried out up to that time and the costs incurred. Invoices must always be paid within 14 days of the invoice date.

If payment is not made within this period, the Client shall be in default by operation of law without notice of default being required. The Client is not allowed to invoke discount, deduction, suspension or set-off. An objection to the (amount of the) invoice does not suspend the payment obligation. If an invoice is not paid within the payment term, 1% interest per month plus collection charges shall be due over the amount of the invoice. The collection costs are (at least) 15% of the outstanding invoices.

If a bill is not paid within the term of payment, LIMES may, after notifying the Client, suspend its activities on behalf of the Client as well as fulfilment of its other obligations towards the Client including the surrender of documents or other items to the Client or third parties until all due and payable claims of LIMES on the Client have been paid in full. LIMES shall not be liable for loss resulting from such suspension of work and/or obligations.

12. Advertisements

A claim relating to work carried out or an invoice amount must be notified to LIMES in writing within 30 days of the date of dispatch of the documents or information about which the Client is complaining or, if the Client proves that he could not reasonably have discovered the defect earlier, within 30 days of discovery of the defect. Failing such notification, the relevant work and/or invoice shall be deemed to have been accepted. An advertisement does not suspend the Client's payment obligation.

In the event of a justified complaint, LIMES shall have the choice between adjusting the invoiced fees, improving or redoing the relevant work free of charge or not (or no longer) carrying out the engagement in full or in part against a proportional refund of fees already paid by the Client.

13. Liability

LIMES shall only be liable for a shortcoming in the performance of the engagement insofar as the shortcoming consists of a failure to exercise the care and expertise that may be relied upon in the performance of the engagement. Any liability of LIMES and persons employed by it for any professional misconduct, on whatever legal basis, shall always be limited to a maximum of the amount or amounts paid out by LIMES' professional liability insurance in the relevant case, increased by the excess.

LIMES has professional liability insurance with an insured amount of up to EUR 5,000,000. This amount may be increased at the request of the Client. The liability of LIMES and persons employed by LIMES for any damage caused to persons or goods shall always be limited to a maximum of the amount or amounts paid out by LIMES' general liability insurance in the relevant case plus the deductible. If and insofar as no payment is made under the said insurance for whatever reason and LIMES or any person employed by it is nevertheless liable to pay compensation, liability shall always be limited to a maximum of twice the amount paid by the Client to LIMES in the relevant case in the relevant calendar year up to a maximum of EUR 50,000.

This provision is (partly) an irrevocable third-party clause in favour of each person associated with LIMES.

All rights of action and other powers of the Client on whatever account vis-à-vis LIMES in connection with the performance of the engagement by LIMES lapse in any event after one year from the moment the Client became aware or could reasonably have become aware of the existence of such rights and powers. In all cases, the aforementioned rights and other powers shall lapse two years after the execution of the work by LIMES.

14. Digital data processing

In carrying out the order, LIMES may make use of digital or other services offered by third parties such as telecommunication services, software programmes, applications to send, share or store data digitally or in a cloud or otherwise, the Internet or other applications with which data can be processed, searched, analysed or translated. Where appropriate, data extracts from LIMES' computer systems shall constitute compelling evidence of - the content of - electronic communications sent by LIMES until any evidence to the contrary is provided by the Client.



As a result of using the aforementioned services, data may be processed on servers or in a cloud managed by third parties. LIMES will exercise due care in selecting such third parties and such digital services, but LIMES shall not be liable for any acts and/or omissions of the aforementioned parties and for any damage or loss resulting from the use, unavailability, loss or limited use of such digital services.

LIMES shall not be liable for any damage resulting directly or indirectly from (a) any restriction or loss of the ability to use, operate or access computers, the network or data or (b) any data breach or cyber attack.

LIMES' limitations of liability and indemnities relate to both contractual and extra-contractual liability of LIMES towards the Client.

When LIMES and the Client communicate by electronic techniques such as e-mail, they are both aware of the associated risks such as distortion, delay and viruses. LIMES and the Client will each ensure that electronic communication is protected to the extent that may reasonably be expected of them. LIMES and the Client are not liable to each other for any damage that may arise as a result of the use of e-mail.

15. Confidentiality and file

LIMES keeps a file regarding (the execution of) the order and retains this file for a period in accordance with the statutory provisions on retention periods. LIMES is the owner of this file. At the end of the retention period LIMES may destroy the file without further notice.

LIMES will keep the engagement and all data and information provided by or on behalf of the Client confidential. LIMES will take all reasonable measures to ensure that persons associated with it do the same. The obligation of secrecy does not apply insofar as LIMES has a statutory or professional obligation to disclose or insofar as disclosure is necessary in the opinion of LIMES in connection with the performance of the engagement.

Confidential collegial consultation within the LIMES organisation is permitted if LIMES considers it necessary for the proper performance of the work or for the careful fulfilment of a statutory or professional obligation.

The duty of confidentiality does not apply if the data or information in question is already or becomes public knowledge other than as a result of an unlawful disclosure.

General knowledge, experience, know how, skills and ideas developed by (employees of) LIMES in carrying out the order is the property of LIMES and may be used by LIMES at will. Furthermore, the duty of confidentiality does not affect the right of LIMES to share the data and information with its (legal) advisors in connection with obtaining (legal) advice in respect of one's own legal position and/or conducting consultations with the insurer.

LIMES is entitled to use the data and information made available to it by the Client if it acts on its own behalf in disciplinary, civil, arbitration, administrative or criminal proceedings in which such data and information may be of importance as well as to prevent such proceedings.

The Client is not permitted to disclose or otherwise make available to third parties the contents of reports, advice, opinions, contracts and other expressions of LIMES, written or otherwise.

LIMES and the Client will impose their obligations under this article on third parties to be engaged by them.

If LIMES is compelled to incur costs to comply with this obligation of confidentiality in proceedings that are not materially directed against LIMES, the Client shall reimburse LIMES for the costs in question.

16. Choice of law and forum

The legal relationship between LIMES and the Client is subject to Dutch law. Only the District Court of The Hague or the District Court of Utrecht shall be competent to take cognisance of any dispute that may arise between LIMES and the Client.

17. Filing

These General Terms and Conditions terms and conditions have been filed with The Hague Chamber of Commerce and can be accessed on our website: www.limes-int.com