

## General terms and conditions

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### Scope

1. These are the general terms and conditions of Huygens Quantitative Tax Consulting B.V. (**Huygens, we, our or us**). These general terms and conditions apply to all services we perform for our clients (**client, clients, you or your**).
2. Huygens is a limited liability company with its statutory seat in Amsterdam and registered with the Trade Register (*Handelsregister*) of the Chamber of Commerce (Kamer van *Koophandel*) in the Netherlands under number 84712368.
3. In providing our services we involve persons directly or indirectly affiliated with Huygens (**Affiliated Persons**). Affiliated Persons include any (former) employees, other staff, counsels, shareholders, partners, subsidiaries and affiliated entities (and their (former) employees etc.).
4. These general terms and conditions also apply to Affiliated Persons. Everything that is determined in these general terms and conditions for the benefit of Huygens also counts as an irrevocable third-party clause (*onherroepelijk derdenbeding*) within the meaning of article 6:253 of the Dutch Civil Code (*Burgerlijk Wetboek*), for the benefit of Affiliated Persons.

### Engagement

5. We reserve the right not to provide any services, for instance based on conflict checks, client checks and matter acceptance checks.
6. Only Huygens (and not any Affiliated Person) can be held liable.
7. Our services are rendered exclusively for your benefit. Any result produced by us in relation to our services may not be disclosed to anyone (other than client's auditor) without our prior written consent.
8. Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (*Burgerlijk Wetboek*) do not apply.
9. We shall be authorized to engage persons, other than Affiliated Persons (**Delegates**), if such engagement is desirable for the provision of our services. Delegates include other counsel, bailiffs, experts and translators. You will be bound by the terms of engagement agreed by us with such Delegate. We are not liable for any damages caused by Delegates and Delegates may rely on clauses 21 through 24 and 29 through 31 of these general terms and conditions.
10. Huygens is not responsible for payment of Delegates and it shall request Delegates to submit their invoices directly to clients. Under certain circumstances, Huygens may pay these invoices on behalf of clients. Payments made to third parties on behalf of clients, are charged to clients as incurred.



11. You may terminate our engagement at any time by giving written notice. We may terminate the engagement by written notice taking into account a notice period. If Huygens determines that providing its services may contravene any law, regulation or professional rule, Huygens may terminate an engagement with a client with immediate effect.
12. You owe the fees for the work that we carried out, including the work required to transfer the matter to you or a third party, when our engagement terminates.

### **Fees and invoicing**

13. We render our services on a time spent basis in accordance with our hourly rates increased with any out-of-pocket expenses (such as travel costs and costs of Delegates), unless agreed otherwise. Our hourly rates are redetermined from time to time and differ per Affiliated Person. All amounts invoiced or mentioned by Huygens are exclusive of VAT and exclusive of any other tax, surcharge or similar increase that a client or Huygens is obliged to pay under applicable laws or regulations or that Huygens is obliged to charge.
14. Our invoices are in principle issued on a monthly basis, in Euro and will be sent to you either electronically or by mail. Invoices are payable by bank transfer within thirty days of the date of the invoice.

### **Reporting obligations, due diligence and anti-money laundering**

15. You undertake to provide us with any information and documents we request in order to satisfy our obligations under the applicable laws as same are applied in accordance with our internal policies and procedures.
16. Pursuant to applicable law, we may be obliged to provide certain information to public bodies, such as the government or tax authorities. This encompasses, among other things, our reporting obligations under the Dutch Act on Prevention of Money Laundering and Terrorist Financing and under Council Directive (EU) 2018/822 regarding reportable cross-border arrangements.

### **Data and privacy**

17. We will process certain personal data, including personal data relating to you, your representatives, employees, ultimate beneficial owners and contact persons as well as other personal data that you provide to us. For further information about the way we process personal data, we refer to our privacy statement available on our website: [www.huygenstax.com](http://www.huygenstax.com). You undertake to provide a copy of the latest version of our privacy statement to persons other than yourself if you provide personal data to us of those other persons.
18. We may use digital services whether or not offered by third parties, including digital communication services, applications and/or databases to share or store data (including anonymized information on transactions in which you were involved), e-discovery, automated due diligence or other applications which allow data to be searched, analysed, stored, processed or translated automatically or with the use of artificial intelligence or other software. As a result, data may be transferred to servers controlled by third parties. We are not liable for any acts and/or omissions of these third parties or for any damage or loss ensuing from the use of these digital services. We are authorized to accept, for ourselves and/or on behalf of the client, the conditions of such third parties or of the provider of digital services, including any limitations of liability, and to invoke these conditions against you.
19. We retain electronic and/or hardcopy files during the period that is determined by our professional practice standards and applicable laws. After that period, we may destroy such files.



20. You consent to us sharing information, including confidential information, with Affiliated Persons and Delegates for the purposes set forth in clause 9, subject to their observance of any applicable confidentiality obligations.

#### **Liability**

21. Our liability is limited to the lower of (i) three times the fees invoiced and paid by you under the relevant matter, excluding VAT and any other tax, surcharge or similar increase, or (ii) EUR 250,000.
22. Huygens is in no event liable for indirect or consequential damages, which at least includes loss of turnover, loss of profit and delay damages.
23. We shall not be liable to third parties for any services provided. You shall indemnify and hold us, any Affiliated Person, and any Delegates harmless against all third-party claims related to the provision of our services and against all costs incurred by us in relation to such claims, insofar as these claims and costs are greater than or different from those to which we would be liable pursuant to these terms and conditions. For the sake of clarity, third parties include any persons related to you.
24. Claims for compensation of damage will expire six months after the date on which you became aware or could reasonably have been aware of the damage and the possible liability of Huygens for such damage.

#### **Miscellaneous**

25. Huygens is authorized to amend these general conditions from time to time, without prior notice. The amended general conditions are applicable to all following legal relationships with clients.
26. These general terms and conditions have been drafted in the Dutch and English languages, and are also available to download via: [www.huygenstax.com](http://www.huygenstax.com). The Dutch text of these general terms and conditions shall prevail in the event of any ambiguity or any differences between the English text and the Dutch text.
27. In the event of any discrepancies between any provision of the general terms and conditions and any provision of the engagement letter of Huygens, the provision of the engagement letter shall prevail.
28. The general terms and conditions of our clients or any third party, if any, do not apply and are expressly rejected.

#### **Disputes, applicable law, and jurisdiction**

29. Services performed by our tax advisors and registered valuers are subject to the respective professional practice rules (*beroepsregels*) of the Dutch Association of Tax Advisers (*NOB*) and the Dutch Institute for Registered Valuers (*NiRV*).
30. The relationship between you and us is governed by the laws of the Netherlands. This includes all relationships of both contractual and non-contractual origin.
31. The court in Amsterdam has exclusive jurisdiction to hear any dispute between you and us.

