

General terms and conditions Mazars VAT-assist B.V.

January 2023

Clause 1 – Applicability

- 1.1 These terms and conditions apply to all (proposals for) engagements between a client ("Client") and Mazars VAT-assist, as well as to all work which may arise out of such engagement. These terms and conditions also apply to any additional and/or subsequent engagements.
- 1.2 Mazars VAT-assist is the party to whom the engagement was granted: Mazars VAT-assist B.V..
- 1.3 Any variations to these terms and conditions shall only be binding if agreed in writing.
- 1.4 The applicability of Client's general purchase or other terms and conditions is explicitly excluded.
- 1.5 In the event of a conflict between (a proposal for) an engagement and these terms and conditions, (the proposal for) the engagement shall prevail.
- 1.6 If any provision of these terms and conditions is held to be (partly) invalid, then such provision shall be replaced by the parties by a valid provision, which provision shall come closest to the intention(s) of the original provision to the extent valid and without affecting the validity of any of the remaining provisions of these terms and conditions in any way.

Clause 2 – Performance of the engagement

- 2.1 Mazars VAT-assist shall perform all its work to the best of its ability, in good faith and with due professional care, and in accordance with the applicable laws and regulations and professional rules. Mazars VAT-assist shall be bound by a best-efforts obligation (in Dutch: inspanningsverplichting) in relation to its work. The engagement shall not include tax advice services.
- 2.2 Mazars VAT-assist shall determine the manner in which the engagement will be performed and by whom. All engagements shall be accepted and performed by Mazars VAT-assist exclusively, even if it is the Client's explicit or tacit intention that an engagement shall be performed by one or more specific persons associated with Mazars VAT-assist. Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code shall not apply.
- 2.3 Mazars VAT-assist may engage third parties in connection with the performance of its engagement (fully or partially), including but not limited to other firms affiliated with the international Mazars Group and/or the international Praxity alliance.
- 2.4 Mazars VAT-assist is not obliged to update the results of its work in response to events, including but not limited to amendments to laws and regulations

and case law, occurring after performance of its engagement.

- 2.5 Mazars VAT-assist may provide a draft or interim report and/or presentation before completion of its engagement. These are provisional and if the Client bases itself or relies on a draft or interim report and/or presentation, it does so at its own risk and expense. Only Mazars VAT-assist's final report and/or presentation contains the final results and conclusions of the engagement performed by Mazars VAT-assist.
- 2.6 Unless agreed otherwise in writing, the completion dates for the performance of the engagement and all the work which may arise from such engagement are indicative dates and not strict deadlines.
- 2.7 Mazars VAT-assist may use or make available to third parties the received data, as well as the edited results in figures, for research, statistical and/or benchmarking purposes, as well as for the benefit of best practices, provided that the identity of the Client and/or individual persons cannot be derived from it.

Clause 3 – Client's responsibilities

- 3.1 The Client is obliged to provide Mazars VAT-assist, timely and in the form and way requested by Mazars VAT-assist, with all information and documents that Mazars VAT-assist, in its opinion, needs to perform the engagement. The Client is also obliged to timely inform Mazars VAT-assist of facts and circumstances that is or may be of importance for the performance of the engagement. The Client warrants the accuracy, completeness, reliability and lawfulness of the information and documents made available by the Client to Mazars VAT-assist, including information and documents originating from third parties. The Client indemnifies Mazars VAT-assist against any damages resulting from incorrectness, incompleteness, unreliability and/or unlawfulness of such information and documents.
- 3.2 The Client is obliged to assist in the performance of the engagement, including but not limited to making the required facilities, access rights and employees available to Mazars VAT-assist.
- 3.3 Any additional costs and/or fees, as well as other damages that Mazars VAT-assist incurs as a result of a failure to (timely and/or properly) comply with the obligations included in the previous paragraphs of this clause, shall be borne by the Client. In such event, Mazars VAT-assist may suspend its performance of the engagement until the Client fully complies with those obligations.

- 3.4 If the Client engages Mazars VAT-assist as well as Mazars N.V., the Client hereby consents, in advance, to each of these Mazars companies sharing the information and documents provided for the performance of its engagement with the other Mazars company for the benefit of the other Mazars company's performance of its engagement. However, neither Mazars company shall not be deemed to have access to information and documents originating from the engagement that the other Mazars company performs or performed for the Client.
- 3.5 The Client shall bear the sole responsibility for determining the scope of the engagement and for its decisions (partially) based on or resulting from Mazars VAT-assist's work.

Clause 4 – Fees and payment

- 4.1 Unless agreed otherwise in writing, Mazars VAT-assist shall invoice the Client for the hours worked at the applicable hourly rates, increased by turnover tax, out-of-pocket expenses related to the performance of the engagement, and fees charged by third parties engaged by Mazars VAT-assist. The hourly rates shall be updated from time to time, based on seniority, expertise and experience of the persons involved.
- 4.2 If, after the conclusion of the engagement but before the engagement has been performed in full, salaries, costs and/or duties are subject to change, Mazars VAT-assist shall have the right to adjust the agreed (hourly) fees and compensations accordingly.
- 4.3 Unless agreed otherwise in writing, Mazars VAT-assist strives to send monthly invoices. The Client shall pay Mazars VAT-assist's invoices within fourteen (14) days after the invoice date, without right to any deduction, discount or compensation. Payment is made in euros. If the invoice is not paid on time, the Client is in default by operation of law and Mazars VAT-assist may charge the statutory (commercial) interest. In that event, the Client is also liable for all incurred extrajudicial and judicial (collection) costs.
- 4.4 In the event of a jointly commissioned engagement, the Clients will be jointly and severally liable for payment of the invoiced amount as well as the interest and costs due.
- 4.5 The Client is obliged to make (partial) advance payments and/or to furnish (supplementing) security, including but not limited to bank guarantees (one provided to the tax authorities in Mazars VAT-assist's name as well as one provided to Mazars VAT-assist itself) and/or a cash deposits (one into the account of the tax authorities as well as one into Mazars VAT-assist's (deposit) account), at Mazars VAT-assist's first request. If the Client fails to comply with this obligation, Mazars VAT-assist may suspend its performance of its obligations, without prejudice to any of its other rights.
- 4.6 Mazars VAT-assist shall be entitled to set off any amounts owed by the Client to Mazars VAT-assist

against the amounts Mazars VAT-assist receives from third parties for the Client.

Clause 5 – Term and termination of the engagement

- 5.1 The engagement comes into effect on the moment that the Client (orally, in writing, electronically or tacitly) confirms the document in which (the proposal for) the engagement is laid down or on the moment the work is performed at the Client's request. The engagement supersedes and replaces any prior written and oral agreements, notifications, and other communication regarding the subject of the engagement.
- 5.2 The engagement will remain in force for an indefinite period of time. The engagement may be terminated (in Dutch: opzeggen) at all times in writing by either party taking into account a reasonable notice period.
- 5.3 Each party may (prematurely) terminate (in Dutch: opzeggen) the engagement with immediate effect by notifying the other party in writing, provided that the following shall have occurred:
- the other party fails to (timely and/or properly) comply with any obligation under the engagement, and still has not remedied such breach within thirty (30) days after receiving written notice of default;
 - the other party repeatedly fails to (timely and/or properly) comply with (any) obligation(s) under the engagement;
 - the other party i) has requested or has been granted a suspension of payments, ii) has filed for bankruptcy or has been declared bankrupt, iii) has offered its creditors a composition in or outside a bankruptcy, iv) is placed under legal curatorship or otherwise loses the power of disposal of its capital or part thereof, or v) has ceased to exist or has been dissolved;
- without such terminating party being obliged to pay any compensation and without prejudice to any of its other rights and obligations.
- 5.4 Additionally, Mazars VAT-assist may (prematurely) (partially) terminate (in Dutch: opzeggen) the engagement with immediate effect by notifying the other party in writing, without being obliged to pay any compensation, in the event of:
- the Client's non-compliance with applicable laws and regulations;
 - (changed) circumstances that would make the engagement and/or the service provision unlawful;
 - (changed) circumstances as a result of which i) the Client and/or its activities would be considered an impediment in Mazars VAT-assist's client and/or engagement acceptance procedures, and/or ii) as a result of which the engagement and/or service provision would be contrary to applicable (professional) regulations, including but not limited to the independence or professional rules.
- 5.5 Article 7:408 paragraph 1 of the Dutch Civil Code shall not apply.

- 5.6 In the event of a premature termination of the engagement, Mazars VAT-assist shall be entitled to compensation for the work performed, as well as for the costs reasonably incurred or to be incurred by Mazars VAT-assist as a result of the premature termination.
- 5.7 After termination of the engagement Mazars VAT-assist shall continue its work insofar as necessary or obligatory as a consequence of its independent responsibilities with respect to the VAT-representation. During such period of necessary or obligatory continuance after the end of the engagement, the rights and obligations of the engagement shall remain in force.

Clause 6 – Protective covenants

- 6.1 Both the Client and Mazars VAT-assist undertake to keep all information they have about (the subject and performance of) the engagement and each other confidential and to refrain from disclosing such information to third parties. The aforementioned obligations do not apply in the event such information i) is publicly known, ii) becomes known to a third party other than by breach of any confidentiality obligation under this clause, iii) needs to be disclosed by one of the parties to third parties engaged by that party and/or to its insurer(s) and/or to its group companies and/or to the international group to which it is affiliated for its corporate interests and/or for the benefit of ((disciplinary) proceedings regarding) (the performance of) the engagement, and/or must be used by one of the parties for the benefit of ((disciplinary) proceedings regarding) (the performance of) the engagement, or iv) is required by applicable laws or regulations to which (a (partner-)shareholder of) one of the parties is subject. In the event of a situation as described under iii), such party shall impose the same confidentiality obligations on its engaged third party. A violation by such third party shall be considered as a violation by the party that engaged that third party.
- 6.2 Unless for the benefit of the performance of the engagement, no party shall bring the engagement to public attention without the prior written consent of the other party. However, Mazars VAT-assist shall be permitted to reference the Client by name, trading name and/or logo as well as disclose the general scope of work performed to indicate its experience to (potential) clients.
- 6.3 All provisions of these terms and conditions are also stipulated for the benefit of persons connected to Mazars VAT-assist. The term 'persons connected to Mazars VAT-assist' in these terms and conditions includes all former, present and future i) direct and indirect shareholders of Mazars Holding N.V. ("Partners"), ii) group-, holding-, working-, pension-, or other affiliated entities of (the international) Mazars (Group) or its Partners, and iii) employees of the Mazars Group, advisors, managers, trainees, temporary workers, and contractors. Persons connected to Mazars VAT-assist (as well as their

legal successors) can also invoke these terms and conditions (against the Client).

- 6.4 During the term of the engagement and for one (1) year thereafter, the Client shall not solicit or entice away employees of the Mazars Group and/ or partner-shareholders and/or persuade them to seek employment with third parties or with the Client. In this provision, Mazars includes Mazars VAT-assist's affiliated companies. If the Client commits any breach of this provision, the Client shall pay Mazars VAT-assist a sum equal to the gross annual salary that was payable by Mazars VAT-assist and/or its affiliated companies to that person, plus the recruitment costs incurred by Mazars VAT-assist and/or its affiliated companies in replacing such person, and without prejudice to any of Mazars VAT-assist's other rights.

Clause 7 – Intellectual property rights

- 7.1 Notwithstanding the Client retaining the (intellectual) (property) rights to the information and documents the Client provides to Mazars VAT-assist, all possible (intellectual) (property) rights related to and/or resulting from Mazars VAT-assist's work belong to Mazars VAT-assist.
- 7.2 The Client is not permitted to multiply, disclose, exploit or otherwise make available to third parties any products that are subject to Mazars VAT-assist's (intellectual) (property) rights, including but not limited to models, standards, software, working methods and reports. More specifically, without the prior written consent of Mazars VAT-assist, the Client shall not (partially) disclose or otherwise make available to third parties, (the content of) (a proposal for) an engagement, a report and any other (written) communication from Mazars VAT-assist, if these were not specifically drawn up or communicated for the purpose of providing third parties with the information contained therein. The foregoing is without prejudice to the provisions of clause 6.1.

Clause 8 – Complaints

- 8.1 Mazars' Complaints Policy applies to the work performed by or assigned to Mazars VAT-assist. This policy is available at eng.mazars.nl/complaints-policy.
- 8.2 At the risk of the Client forfeiting all its rights, Mazars VAT-assist must be notified in writing of complaints concerning the performed work or the invoiced amount within sixty (60) days of sending date of the documents or information to which the Client's complaints relate, or, in case the Client demonstrates that it could not reasonably have discovered the defect sooner, within thirty (30) days of discovery of the defect.
- 8.3 A complaint does not suspend the Client's payment obligation, unless Mazars VAT-assist has communicated to the Client that it deems the complaint justified.
- 8.4 In case of a justified complaint, Mazars VAT-assist may, at its own discretion, amend the invoiced

amount, rectify or redo the work in question free of charge, or (partially) cancel the engagement in exchange for a proportionate refund of the fees already paid by the Client.

Clause 9 – Limitation of liability

- 9.1 Except in the event of intent or willful recklessness (in Dutch: opzet of bewuste roekeloosheid) on the part of Mazars VAT-assist, Mazars VAT-assist's liability is limited to the fees invoiced to the Client during the twelve (12) months prior to the date of the claim(s) for the work performed from which the claim(s) resulted.
- 9.2 Mazars VAT-assist is not liable for indirect, consequential and/or punitive damages and/or loss of profit.
- 9.3 Persons connected to Mazars VAT-assist can never be held liable.
- 9.4 Except in the event of intent or willful recklessness (in Dutch: opzet of bewuste roekeloosheid) on the part of Mazars VAT-assist's executive staff, the Client indemnifies Mazars VAT-assist and all persons connected to Mazars VAT-assist against third-party claims related to the engagement. A 'third party' includes all of the Client's group companies, its managers, its supervisory directors and all persons working at or for the Client. This provision is an irrevocable third party clause for the benefit of all persons connected to Mazars VAT-assist.
- 9.5 A claim that the Client may have relating to the engagement and the corresponding work shall lapse after one (1) year from the date on which the Client became aware of such claim or could have reasonably been aware of the existence of such claim.

Clause 10 – Electronic communication

- 10.1 The Client and Mazars VAT-assist may communicate with each other by electronic means and/or use electronic transmission of documents. The Client and Mazars VAT-assist recognise that certain risks are associated with the use of electronic means, such as but not limited to non-delivery, delays, distortion, interception, manipulation and viruses. Therefore, the Client and Mazars VAT-assist will not be liable for any damages that may result from the use of electronic means. The Client and Mazars VAT-assist shall do or omit all that can reasonably be expected of them to avoid such risks.

Clause 11 – Compliance

- 11.1 Mazars VAT-assist shall be entitled to investigate the Client's books, records and all other documents (via a third party investigator) for the purpose of verification of the Client's compliance with the engagement where there are reasonable grounds to suspect non-compliance on the part of the Client. The Client shall fully cooperate and assist in any such investigation and shall direct its management, employees and

external assistants and advisors to do the same. The costs of such investigation shall be borne by the Client.

- 11.2 Pursuant to applicable laws and regulations, including but not limited to the Dutch Money Laundering and Terrorism Financing Prevention Act (in Dutch: Wet ter voorkoming van witwassen en financieren van terrorisme, "Wwft"), Mazars VAT-assist is, amongst others, obliged to verify the Client's and its ultimate beneficial owner(s)' identity.
- 11.3 In certain circumstances, Mazars VAT-assist is also obliged, pursuant to applicable laws and regulations, to report certain information to the authorities, including but not limited to i) unusual transactions, as referred to in the Wwft, ii) crossborder arrangements, and iii) (alleged) violations of the laws and regulations and/or other irregularities. Under such laws and regulations, Mazars VAT-assist may not be allowed to communicate to the Client that it has reported such information to the authorities.
- 11.4 Neither Mazars VAT-assist, nor the Client shall do or omit anything for the benefit or on behalf of the other party that may cause that other party to be guilty of or involved in any non-compliance with the applicable anti-corruption laws.
- 11.5 Mazars VAT-assist shall keep electronic or hard-copy files for at least ten (10) years after the last communication with the Client regarding the relevant engagement. After this period, Mazars VAT-assist may destroy these files. Mazars VAT-assist does not take into account any retention obligations that the Client may have. The Client shall bear the sole responsibility with regard to such obligations.
- 11.6 Mazars VAT-assist processes personal data of its Clients and its Clients' employees to provide optimal service and to comply with legal obligations. For further information, go to: eng.mazars.nl/legal-and-privacy/confidentiality-and-privacy.

Clause 12 – Applicable law and disputes

- 12.1 All legal relationships between the Client and Mazars VAT-assist are governed by Dutch law. These general terms and conditions express and describe Dutch legal concepts in English and not in their original terms. Consequently, these general terms and conditions are made on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law.
- 12.2 Any disputes between the Client and Mazars VAT-assist, which cannot be solved between the Client and Mazars VAT-assist in an amicable manner, shall be finally settled under the Rules of Arbitration of the Netherlands Arbitration Institute (in Dutch: *Nederlands Arbitrage Instituut*) by three arbitrators appointed in accordance with said rules. The place of arbitration shall be Rotterdam. The arbitration language shall be English. At least one arbitrator shall be a qualified lawyer under Dutch law. However, each party may choose to submit any dispute to the competent Dutch court.

- 12.3 Clause 12.2 does not limit the Client's possibilities under the complaints- and disciplinary system of the professional organisations.