

**GENERAL TERMS AND CONDITIONS OF INTERVAT COMPLIANCE B.V., A PRIVATE COMPANY WITH LIMITED LIABILITY, REGISTERED AND HAVING ITS PRINCIPAL OFFICE IN DOETINCHEM - CHAMBER OF COMMERCE (KVK) NO.: 61324434**

**1. Definitions**

In these General Terms and Conditions, the following terms shall be understood as:

- 1.1 Service Provider: InterVAT Compliance B.V., located in Doetinchem.
- 1.2 Client: the party with whom the Service Provider has entered into a service contract or any other type of agreement to provide services or who otherwise has a legal relationship with the Service Provider.
- 1.3 Agreement: the contractual relationship between the Service Provider and the Client.
- 1.4 Parties: Service Provider and Client collectively.
- 1.5 Fee: the financial compensation agreed upon between the Service Provider and the Client for the performance of services or that which applies to the specific assignment.

**2. General**

- 2.1 The Service Provider is a private limited liability company established under Dutch law with the purpose of providing services, including, but not limited to, the administrative processing of claims for the refund of (foreign) Value Added Tax (hereinafter: VAT), handling (foreign) VAT registrations and VAT declarations, offering VAT advisory, handling correspondence and/or queries from, among others, the Client and (foreign) tax authorities/government entities, and contesting any negative decisions by (foreign) tax authorities/government entities. This includes, but is not limited to, activities specified in the agreement/assignment confirmation.
- 2.2 In these terms, every sub-assignment or follow-up assignment is considered a separate assignment. In these terms, "assignment" shall also be understood to mean "sub-assignment" or "follow-up assignment".

**3. Applicability**

- 3.1 These General Terms and Conditions are fully accepted by the Client and apply inseparably to every current or future agreement/assignment, including any follow-up or amended or additional assignment, between the Service Provider and the Client.
- 3.2 Deviations from these General Terms and Conditions are only valid if they have been explicitly agreed upon in writing by both parties. In the absence of such deviations, the provisions of these General Terms and Conditions remain fully applicable.
- 3.3 The applicability of the General Terms and Conditions of the Client is expressly rejected.
- 3.4 Not only the Service Provider but also all individuals or entities who are in any way associated with the Service Provider, or third parties engaged in the execution of any assignment from a Client, can invoke these General Terms and Conditions against the Client.
- 3.5 If any provision (or part thereof) of these General Terms and Conditions or the agreement between the parties proves to be void, voidable, or unenforceable, it shall not affect the validity of the remaining provisions (or parts thereof). The Service Provider has the right to replace void, voidable, or unenforceable provisions with valid and enforceable provisions that deviate as little as possible from the original provision in view of the purpose and scope of these general terms.
- 3.6 The Service Provider has the right to unilaterally amend these General Terms and Conditions. Any amended terms and conditions will apply to the Client 15 calendar days after the Client has been notified of the changes in writing or by email, unless the Client objects to the amendment in writing or by email within that period. If the Client timely objects, the unchanged terms will remain in effect between the parties until the assignment is completed or the agreement is terminated, but no longer than six months from the end of the aforementioned 15-day period. If the agreement continues beyond that time, the amended general terms will apply from that point onwards.

**4. Agreement/Assignment**

- 4.1 All offers or quotations from the Service Provider, in whatever form, are non-binding unless explicitly stated otherwise by the Service Provider. Sending quotes or making offers does not obligate the Service Provider to provide services or enter into an assignment. The Service Provider reserves the right to decline an assignment without giving reasons.
- 4.2 An agreement is established once the Service Provider confirms the assignment to the Client either by email or in another written form. Confirmation by the Service Provider is deemed an acceptance of the Client's proposed assignment. The Service Provider may, but is not obliged to, require the Client to confirm their agreement to the terms and the assignment.
- 4.3 The agreement is entered into for an indefinite period unless expressly agreed otherwise by the parties or if the nature, content, or scope of the assignment implies a fixed-term agreement.
- 4.4 All assignments, whether given directly to the Service Provider or to individual persons, are solely accepted and executed by or on behalf of the Service Provider. This applies even if it's the explicit intention for a particular person to perform the assignment. The applicability of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is expressly excluded.
- 4.5 Each party may terminate the agreement or a portion thereof by written notice with a notice period of one month ending at the end of a calendar month unless otherwise agreed in writing. In the event of termination, the Service Provider retains the right to payment for the work performed up to that point and for the work and costs associated with the termination, unless otherwise agreed in writing. If a fixed price has been agreed upon for the Service Provider's work on a (partial) assignment, the Client remains fully liable for this price, even if the Service Provider has not commenced any work. Even with a fixed price agreement, the Service Provider retains the right to payment for the work and costs related to the termination, with additional work being charged on an hourly basis at the prevailing basic hourly rate. If a no-cure-no-pay rate has been agreed upon for the Service Provider's work on a (partial) assignment, and the (intended) outcome can no longer be achieved due to (interim) termination and/or withdrawal of the assignment and/or authorization, the Client remains fully liable for the no-cure-no-pay rate, potentially increased with interest and extrajudicial collection costs, especially if the assignment is terminated by the Client or by the Service Provider due to circumstances attributable to the Client making it unreasonable to expect the Service Provider to continue the assignment. This is particularly, but not exclusively, the case if 1) the Client fails to fulfill their payment obligations towards the Service Provider, 2) the Client impedes or makes it impossible for the Service Provider to perform its tasks, such as not providing necessary information on time or not responding appropriately and timely to an information request, or 3) it appears that the intended outcome cannot be fully achieved because the Client has not fully informed the Service Provider or in any other way hinders the achievement of the intended result.
- 4.6 If, after an agreement between the parties has been established, the Client also entrusts the assignment elsewhere or takes it upon themselves, or decides to revoke a mandate, the Client shall immediately notify the Service Provider and is deemed to have terminated the agreement without adhering to the applicable provisions. The Service Provider is entitled to charge the agreed rate to the Client. The Service Provider also retains the right to payment for the work and costs related to the termination. If a fixed price has been agreed upon for the task, the Client remains fully liable for this price, potentially increased with interest and extrajudicial collection costs. If a no-cure-no-pay rate has been agreed upon for the assignment, the Client remains fully liable for the entire no-cure-no-pay rate, potentially increased with interest and extrajudicial collection costs, if the (intended) outcome is or will be achieved, even if this outcome is realized by the Service Provider itself or another engaged party.
- 4.7 If the Client, in the opinion of the Service Provider, proves not sufficiently creditworthy for the fulfillment of the agreement, the Service Provider is entitled to suspend all contractual obligations, without prejudice to the rights granted to the Service Provider by law or these conditions. Upon the Service Provider's first request, the Client is obliged to provide security for the fulfillment of the payment obligations. "Security" in this context also includes the payment of an advance.
- 4.8 Subsequent additional agreements, changes, and/or promises, whether made orally or in writing by those not statutorily authorized or those not empowered by proxy/mandate on behalf of the Service Provider, are not binding unless otherwise agreed in writing by both the Service Provider and the Client.

**5. Required Information**

- 5.1 The Client is obligated to provide all necessary data, which the Service Provider indicates are essential or which the Client reasonably should understand are essential for executing the agreement/assignment, in a timely and complete manner to the Service Provider.
- 5.2 The data must be provided in the form and manner as requested by the Service Provider.
- 5.3 The Client guarantees the completeness, accuracy, and reliability of the data provided to the Service Provider, even if it originates from third parties.
- 5.4 The Service Provider is not liable for any damage resulting from relying on incomplete, inaccurate, or unreliable data provided by the Client. The Client shall always cooperate fully to ensure the successful execution of the agreement. If the data required for the execution of the assignment is not received by the Service Provider within the specified period or if the provided data proves to be incomplete, incorrect, or unreliable, the Service Provider is entitled to suspend or terminate the execution of the assignment and charge for the resulting work on an hourly basis. "Additional work" also includes work related to a complaint procedure against the Service Provider if this procedure is related to the incomplete, incorrect, or unreliable data provided by the Client. Suspension in this article's sense by the Service Provider does not affect the Client's obligation to fulfill its payment obligations towards the Service Provider.

**6. Performance of the Assignment**

- 6.1 The Service Provider shall carry out the assignment in accordance with the terms agreed upon between the parties, and with the diligence and expertise that can reasonably be expected from them under the given circumstances. However, the Service Provider does not guarantee achieving a specific or intended result and in no instance assures a positive outcome. The Client acknowledges that a positive outcome, or whether the (foreign) VAT is paid out or granted, is always subject to decisions made by the (foreign) tax authority/governmental agency and the quality of data and information provided by the Client. Therefore, the Service Provider never guarantees a positive result.
- 6.2 The Service Provider is entitled to engage third parties in connection with the performance of the assignments, and the costs thereof shall be charged to the Client. The Service Provider is entitled to accept the terms set by these third parties, including limitations of liability, and to invoke such terms vis-à-vis the Client to the extent it concerns the performance of the assignment by such third parties. Any liability of the Service Provider for errors or shortcomings of these third parties is excluded.
- 6.3 The Client shall indemnify the Service Provider against all claims from third parties arising from inaccuracies in statements made by the Client or inaccurately provided data/information, or from any fraudulent actions performed by the Client.
- 6.4 Assignments provided to the Service Provider are carried out exclusively for the Client. Third parties may not derive rights from the content of the work performed or the result of such work, or, more generally, from the manner in which the given assignment has or has not been executed.
- 6.5 Payments by the (foreign) tax authority/governmental agency/suppliers, made directly to the Service Provider or directly to the Client or a third party, either during the agreement/assignment or after any performance of the assignment by the Service Provider, are considered as a positive result.
- 6.6 If the Service Provider is fined or subjected to tax reassessments by a governmental agency, they shall promptly notify the Client and pass on the charge, and the Client must then make the payment within 14 calendar days.

**7. Declaration**

- 7.1 Unless otherwise agreed by the parties, the Client owes the Service Provider a fee for the execution of the agreement. All amounts or prices from the Service Provider are quoted in euros, excluding 21% VAT, unless expressly otherwise stated in writing.
- 7.2 The parties shall agree on the price before or at the time of entering into the agreement.
- 7.3 The pricing agreement may consist of: 1) pro-rata calculation of the fee based on an hourly rate, 2) a fee based on a fixed price, or 3) a fee based on a no cure no pay agreement where the fee is contingent on the outcome of the service. These pricing arrangements may be combined if agreed upon in writing or via email before or at the time of entering into the agreement. The rates to be charged by the Contractor shall be set annually (with effect from 1 January) by the Contractor, whereby the Contractor shall be entitled to make an inflation adjustment. Unless expressly agreed otherwise, the Contractor is also entitled to change the applicable rate during the term of the assignment.
- 7.4 If the fee is calculated on a time-proportionate basis, the Service Provider's timekeeping is binding, unless the Client demonstrates the inaccuracy of the time report. 7.5 If the fee is determined based on a fixed price, it is grounded on the available information in a file. Should it emerge during the execution of the tasks, for which the fixed price applies, that the Client has not fully informed the Service Provider by withholding information, the Service Provider is entitled to additionally charge for work related to the incomplete provision of information at their prevailing hourly rate.
- 7.6 A no-cure-no-pay fee is pre-agreed between the parties, and the fee is a percentage of the amount granted or paid out by the (foreign) tax authority/government agency to the Client.
- 7.7 In no cure no pay cases, the fee the Client pays the Service Provider is dependent on the achieved outcome. If no positive outcome is realized, in principle, no fees apply for services rendered on a no cure no pay basis. An amount once awarded or received is considered permanently collected even if subsequently refunded or otherwise reversed, or if the (foreign) tax authority offsets it against other tax liabilities.
- 7.8 An outcome is considered achieved if, following the formation of an agreement between the parties or any execution of the service by the Service Provider, an amount or (foreign) VAT is granted and/or paid out to the Client by the (foreign) tax authority/government agency, regardless of the extent of the Service Provider's efforts (also see art. 4.5/4.6). The Service Provider has full discretion over the execution of any no-cure-no-pay agreement. Both parties acknowledge the mutual financial risk regarding costs in a no cure no pay scenario. If a positive outcome is not realized, or only partially achieved, the Service Provider is not liable for the rejected or unawarded portion. The Client thus indemnifies the Service Provider from liability should a claim, for whatever reason, not be awarded and/or paid out or if a government entity imposes fines or demands refunds. Given the no cure no pay principle, the Service Provider is never liable if, for any reason, no positive outcome is realized or a claim is rejected.
- 7.9 If a partial payment or award is made by the (foreign) tax authority/government agency, the full no cure no pay rate is charged on that portion, regardless of whether the payment is made directly to the Client or any other third party.
- 7.10 In the event of a (premature) termination of the service or withdrawal of the authorization/service by the Client, or a decision by the Client to handle or assign the service elsewhere, the Client remains liable for the agreed no cure no pay rate to the Service Provider based on the amount disbursed or awarded by the (foreign) tax authority/government agency. A no cure no pay pricing agreement dependent on a collected amount thus remains valid even if the outcome is achieved later on. The no cure no pay fee as determined is immediately due.
- 7.11 Unless expressly agreed otherwise in writing, any subsequent fee arrangement pertains solely to the follow-up activities and does not replace earlier fee agreements relating to prior services rendered.
- 7.12 All banking or transaction fees associated with international payments due to the Client will be charged to the Client.
- 7.13 Expenses and disbursements incurred on behalf of the Client (such as costs for obtaining proper invoices in compliance with the laws and regulations of the respective country, costs for translations, legalizations, apostilles, etc. requested by tax authorities, court fees, bailiff costs, charges for extracts, and third-party expenses) will be additionally billed to the Client. This applies even if a fixed fee arrangement has been agreed upon or if a no cure, no pay rate has been established. Travel expenses will be charged at a rate of € 0.35 per kilometer.
- 7.14 The fees do not include the costs of objections and appeals or legal proceedings. Such a proceeding will commence only upon explicit instruction from the Client. Such instruction is considered a follow-up order in the sense of Article 2 of these General Terms and Conditions.
- 7.15 Any objections to an invoice must be received in writing by the Service Provider within 30 calendar days of the invoice date, failing which all rights in respect thereof will lapse. Complaints and objections thus submitted will be addressed by the Service Provider, but do not suspend the payment obligations of the Client.

## **8. Payment**

8.1 Payment of invoices issued by the Service Provider shall be made within 14 calendar days from the date of the invoice. Should the Client fail to pay within the specified period, the Client shall be in default by operation of law without any need for a notice of default or other prior notice in the sense of article 6:80 and subsequent of the Dutch Civil Code. If this period is exceeded, the Client owes the Service Provider a late payment interest of 2% per month.

8.2 Once the Client is in default, all the Service Provider's claims against the Client become immediately due and payable, and the default applies to those claims without a notice of default. In this situation, the Service Provider is entitled to suspend the performance of the contract and related agreements until full payment of all due claims is received.

8.3 If the Client is in default in fulfilling any (payment) obligation on time, all costs, both judicial and extrajudicial, to obtain satisfaction will be borne by the Client. The extrajudicial collection costs amount to 15% of the outstanding principal and interest, with a minimum of € 250.00, unless the Client is a consumer, in which case the collection costs are determined according to the Dutch Decision on Compensation for Extrajudicial Collection Costs.

8.4 Payments made by or on behalf of the Client shall first be deducted from the owed costs, then from the accrued interest, and finally from the invoice that has been outstanding the longest.

8.5 The Service Provider is entitled to offset amounts received directly from third parties (e.g., from the (foreign) tax authorities) against the Client's unpaid invoice(s). The remaining amount after such offset shall be forwarded to the Client.

8.6 Payments or refunds by the (foreign) tax authority/government agency made directly to the Client and/or a third party must be reported to the Service Provider immediately, under penalty of an increase in the agreed no cure no pay commission by 1% per month for the period in which the Client failed to notify the Service Provider of the receipt. Payments include transfers to an IBAN and/or receipt of cash. Within 14 calendar days of receiving the funds by the Client or a third party, the agreed fee, as well as any interest claimed by the Service Provider and the actual costs incurred (including extrajudicial costs, disbursements, and other actual expenses) must be paid to the Service Provider.

8.7 If the Service Provider is assessed for fines or tax reassessments by a government agency, which are based on VAT imposed/to be imposed on the Client, the Service Provider will notify the Client immediately and will pass on such assessments/fines to the Client, who shall then pay within 14 calendar days.

8.8 If the Service Provider mistakenly overpays the Client, the Client must immediately repay the Service Provider. The overpaid amount shall be considered an undue payment as per article 6:203 of the Dutch Civil Code.

8.9 In case of liquidation, (application for) bankruptcy or (provisional) suspension of payment of the Client, or when the debt restructuring scheme is applied to the Client, or in case of seizure against the Client, or when there is a total or partial loss by the Client of free control over his assets and/or income, and in case the Client sells or liquidates his business, all obligations of the Client under any agreement become immediately due and payable. The Service Provider is then entitled to suspend the performance of any agreement with the Client or to wholly or partially terminate such agreement, without being liable for any compensation to the Client.

8.10 The Service Provider has the right to demand security or an advance from the Client for fees or costs that the Client owes or will owe, before the Service Provider (continues to) perform. This is without prejudice to the Service Provider's right to suspend performance of the contract until security is provided, all in addition to the Service Provider's right to performance, damages, and/or total or partial cancellation of the agreement, without any court intervention and without the Service Provider being liable for any compensation.

## **9. Liability**

9.1 Any liability of the Service Provider and of persons or entities associated with the Service Provider towards the Client and third parties, arising from or related to the execution - which includes failures to act - of the agreement, shall always be limited to the amount covered by the applicable insurance contract in the relevant case, plus the amount of the deductible according to the relevant policy. If, for whatever reason, no insurance payout takes place or if the insurance does not provide coverage, any liability of the Service Provider shall be limited to the fee charged or to be charged by the Service Provider to the Client for the work related to or in connection with the event causing the damage, with a maximum of €25,000.00.

9.2 In addition to paragraph 1, in cases where the agreement is for a fixed or indefinite term where services are provided by the Service Provider over certain periods, or if the agreement contains a subtask, any liability is limited to the fee charged or owed by the Service Provider to the Client for the respective period or the relevant part of the assignment, or for that specific periodic invoice related to or in connection with the event causing the damage.

9.3 In "no-cure-no-pay" matters, the Client indemnifies the Service Provider against all forms of liability. Mainly because of the decision to work on a "no-cure-no-pay" basis, the Client also indemnifies the Service Provider against all liabilities should any (part of a) claim/tax (including foreign VAT) for any reason not be awarded, paid, or reclaimed, or if government agencies impose penalties. The (foreign) government authorities may reject VAT refund requests, and in no case is the Service Provider liable for such rejection.

9.4 If the Client does not wish to reclaim the (foreign) VAT for any reason, the Service Provider is in no way liable. The Service Provider is also not liable if they believe certain invoices are not eligible for a refund or the Client is not entitled to reclaim foreign VAT.

9.4 The Service Provider is not liable for any damages arising from the Client providing missing, incomplete, incorrect, or unreliable data or from incorrectly calculating VAT.

9.5 If the Service Provider does not receive data or documents on time, leading to a rejection or negative decision from a government authority or if the intended result is not (fully) achieved, any liability of the Service Provider is excluded.

9.6 The Service Provider is never liable for damages consisting of loss of sales or goodwill, reduced income, lost profits, or any other indirect damages.

9.7 The Service Provider is not liable for mistakes made by third parties engaged in the performance of the assignment. Article 6:76 of the Dutch Civil Code is explicitly excluded.

9.8 The Service Provider is not liable for any administrative errors made by them or by any engaged third party. They reserve the right to correct these administrative errors.

9.9 The Service Provider always exercises due care when sending mail. However, the Service Provider is not liable for any shortcomings of postal services or for the damage or loss of mail in transit, regardless of whether the transport or dispatch is carried out by or on behalf of the Service Provider, Client, or third parties.

9.10 The Client is only entitled to hold the Service Provider accountable up to the amount referred to in paragraph 1 in the given case. Any claims for compensation against employees, partners of the Service Provider, or persons with whom a partnership agreement has been concluded are excluded. This provision should be seen as a third-party clause as referred to in Articles 6:253-256 of the Dutch Civil Code.

9.11 The limitations of liability in this article are also stipulated for the benefit of any third party engaged in the execution of an assignment or who may be liable in connection therewith.

9.12 All rights to claim and other powers of the Client against the Service Provider for any reason will expire at least one year after the Client became aware, or reasonably could have been aware, of the damage or the event upon which these rights and powers are based.

## **10. Force Majeure**

10.1 The Service Provider shall not be obligated to fulfill any obligation towards the Client if it is prevented from doing so due to circumstances not attributable to its fault, nor by law, legal action, or prevailing opinions should be considered its responsibility.

10.2 Force Majeure, besides what is understood by this term in law and jurisprudence, includes any external causes, foreseen or unforeseen, which the Service Provider cannot actually influence or could not have influenced, preventing the Service Provider from fulfilling its obligations towards the Client (e.g., war or threat of war, rebellion, civil disturbance, strikes, boycotts, operational failures, disruptions in (data) networks, government measures, natural disasters, fire, nuclear reactions), and any situations where full or partial compliance with the contract cannot reasonably be expected from the Service Provider.

10.3 In case of Force Majeure, whether permanent or temporary, the Service Provider is entitled to wholly or partially cancel or suspend its obligations under the contract without the Client and/or third parties having the right to demand performance and/or compensation.

10.4 If the Service Provider, at the time of the occurrence of a Force Majeure situation, has already partially fulfilled its obligations from the contract or will be able to fulfill them, and the part already fulfilled or to be fulfilled has an independent value, the Service Provider is entitled to invoice this part separately.

## **11. Applicable Law, Complaints, and Jurisdiction**

11.1 All agreements entered into with the Service Provider are exclusively governed by Dutch law.

11.2 A complaint must be submitted in writing to the Client. To preserve the rights of the Client, the complaint must be submitted within 30 calendar days from the moment the Client became aware or could reasonably have become aware of the act or omission giving rise to the complaint, and must contain a clear and valid description of the grievances. However, a complaint procedure does not affect the jurisdiction of the court or the admissibility of parties in a legal procedure and, therefore, leaves any legal measures unaffected.

11.3 A complaint as referred to in paragraph 2 does not suspend the Client's payment obligation.

11.4 All disputes of any nature arising between the Service Provider and the Client shall be submitted exclusively to the competent court in the place of business of the Service Provider.

## **12. Translation**

These terms and conditions are drafted in both Dutch and English languages. In the event of any discrepancy in content and/or interpretation, the Dutch text shall prevail.