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General Terms and Conditions STP Tax Lawyers B.V.

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1 General

1.1 STP Tax Lawyers B.V. (hereinafter referred to as “STP”), also trading under the name STP Tax Lawyers, is a private limited company incorporated under the laws of the Netherlands, with its registered office in Amsterdam and listed in the Commercial Register of the Chamber of Commerce under number 34289463.

1.2 The (legal) entity or person that purchases services from STP or negotiates with STP about the purchase of services is hereinafter referred to as “Client”.

1.3 The agreement for services between STP and the Client is hereinafter referred to as “Agreement”.

1.4 These general terms and conditions (the "Conditions") apply to all offers, quotations, order confirmations, orders and invoices relating to the provision of services by STP, as well as to any Agreement or other legal relationship related to or arising from this. The Conditions also apply to additional and/or new Agreements between STP and the Client.

1.5 If and to the extent that one or more provisions of the Conditions deviate from one or more provisions of the Agreement, the provisions of the Agreement shall prevail.

1.6 All provisions in these Conditions as well as any other conditions agreed upon with Client are stipulated for and may be relied upon by STP and by any persons and/or legal entities associated or formerly associated with STP or involved in the provision of services by or on behalf of STP in any manner, as well as by their legal successors. They may invoke any of these provisions with regard to the Client and, where appropriate, any reference to STP should be read as a reference to the person and/or legal entity concerned. In the performance of their professional work, these persons shall act exclusively for the account and risk of STP.

1.7 In the event that both these Conditions and purchase and/or other terms and conditions of Client would be applicable, these Conditions shall prevail.

1.8 There is a Dutch and an English version of these Conditions. In the event of any inconsistency between the two versions, the Dutch version shall prevail.

2 Provision of services

2.1 STP will exercise the care of a good contractor in the performance of the Agreement. STP will use its best efforts to promote the Client's interests, whereby the services will be performed to the best of its ability. STP expressly only has an obligation to perform to the best of its ability in the performance of the Agreement.

2.2 All services provided shall be exclusively accepted and executed by STP excluding the application of Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code.

2.3 All contracts for services (in any form whatsoever) shall be deemed to have been realized under the applicability of these Conditions at the moment that STP commenced provision of the services.

2.4 By virtue of the Act on prevention of money laundering and terrorist financing, STP can inter alia be obliged to establish the identity of the Client and of the ultimate beneficial owner(s) and to notify the competent authorities of any unusual transactions as referred to in this Act.

2.5 Pursuant to the Council Directive (EU) 2018/822 ("DAC6") or under any national legislation that implements DAC6, the following applies: (i) STP is obliged to disclose potential aggressive tax planning arrangements with a cross-border dimension with the competent authorities, which disclosure may include the identification of the relevant taxpayer(s), the hallmark(s) as defined in DAC6 giving rise to the reporting obligation, a summary of the reportable cross-border arrangement, the date of first step of the implementation, details of the national provision(s), the value of the reportable cross-border arrangement, identification data of member states and the identification data of any person involved in or affected by such arrangement.

2.6 The services shall be provided exclusively for Client. Third parties may not derive any right from the content of the agreement to provide services, nor from the work performed, even if they can be considered an interested party either directly or indirectly in the result of the services.

3 Terms of payment

3.1 Payment must be made without deduction, discount, or set-off by deposit or transfer to the bank account stated on the invoice within fifteen days after the invoice date.

3.2 STP must be notified as soon as possible by Client of any objections, but no later than sixteen days after invoice date, with payment of the uncontested part of the invoice.

3.3 If Client has not paid within the period stated in the first paragraph, or within a different period agreed between the parties, Client shall be in default without further notice and STP shall be entitled to charge the statutory commercial interest from that moment. The Client will also owe STP compensation for all reasonable costs incurred by STP as a result of the default, including the (collection) costs incurred in obtaining payment of the invoice, both judicially and extrajudicially.

3.4 STP shall be entitled to adjust its hourly rates periodically.

3.5 STP shall in all cases be entitled to suspend its performance in whole or in part if invoices older than sixty days have not been paid, until the date on which the outstanding invoices including interest and costs have been paid in full. In the case of suspension of its performance by STP, Client shall be notified in advance.

4 Termination

4.1 Each party is entitled to terminate the Agreement without observing a deadline by means of a written notification to the other party when:

4.1.1 the other party has ceased to exist;
4.1.2 the other party has been declared bankrupt, has been granted a moratorium or has taken a decision to dissolve itself;
4.1.3 the other party no longer carries out any activities;
4.1.4 the other party is in default with respect to its obligations under the Agreement, and that party has not remedied this default within a reasonable period of notice thereof;
4.1.5 the other party is in default, and recovery of the default is permanently impossible;
4.1.6 the other party is unable to perform its obligations under the Agreement for a period longer than sixty days due to force majeure.

4.2 STP is at all times and for whatever reason entitled to decline an assignment or to (prematurely) terminate an Agreement entered into with a Client with immediate effect by means of written notification, including in the event that the result of a client investigation carried out by STP in the context of its statutory obligations gives cause to do so in STP's opinion.

5 Liability

5.1 Any liability of persons and/or legal entities (in)directly associated with STP (including its directors, shareholders, employees and their (practice) companies) is excluded.

5.2 STP shall not be liable for any trading loss or indirect or consequential damage, lost profit, loss of orders or lost revenue sustained by the Client or third parties.

5.3 STP is not liable for damages:
5.3.1 which is unavoidable in the proper execution of the Agreement;
5.3.2 which is a direct or indirect consequence of the urgency required by circumstances;
5.3.3 which is a direct or indirect consequence of suspending STP's performance;
5.3.4 which is a direct or indirect consequence of STP's compliance with assumed legal obligations;
5.3.5 to and/or loss of information, data or databases of the Customer;
5.3.6 which is directly or indirectly the result of errors in the data, documents and information provided by or on behalf of the Customer.

5.4 The total liability on the part of STP arising out or in connection with the Agreement shall be limited to the amount paid out for the event under the professional liability insurance taken out by STP, increased by the amount of the excess that is not chargeable to insurers in accordance with the policy conditions. If for any reason the insurance does not result in any payment to STP, any liability on the part of STP in relation to an event or series of related events is limited to the amount that is equal to three times the amount (excluding VAT) invoiced and received by STP for services rendered in the relevant matter in the three months preceding the day on which the liability arose, and the total accrued liability of STP in relation to one or more events is maximized at an amount of EUR 250,000.

5.5 With reference to Clause 2.6, STP does not accept liability for claims from third parties in relation to services provided for the benefit of the Client. The Client

shall be obliged to indemnify and compensate STP in the event of any claims by third parties - including shareholders, directors, supervisory directors, and persons in the service of the Client, as well as affiliated legal persons and companies, and other persons involved in Client's organization - arising from or related to the services provided by STP to the Client.

5.6 In so far as not stipulated otherwise in these Conditions, claims made by Client with respect to STP of whatever nature in connection with the performance of work by STP shall lapse in all cases after one year after the time at which Client became aware or could reasonably have been aware of the existence of these rights.

5.7 The limitations of liability under this article do not apply in case the damage is the result of intent or wilful recklessness on the part of STP's managerial staff.

6 General

6.1 STP has the right to amend these Conditions unilaterally at any time, by means of a written notification to the Client of the amended Conditions and stating the date on which the amended Conditions apply. The Client accepts in advance that an amendment to the Conditions on the basis of this clause is binding for the Client in respect of Agreements to which these Conditions apply.

6.2 If any provision of these Conditions is null and void or is nullified, the other provisions of these Conditions shall remain in full force and effect. The void or annulled article will be replaced by an article that approximates the purpose and purport of the original article as closely as possible.

7 Jurisdiction and applicable law

7.1 All Agreements between Client and STP including these Conditions shall be governed exclusively by Dutch law.

7.2 Unless the parties expressly agree otherwise in writing, all disputes relating to agreements between the Client and STP will be submitted to the competent court in Amsterdam, unless another court has exclusive jurisdiction on the basis of a provision of mandatory law.