

1. General

- 1.1. This document covers the general terms and conditions of **Aricha B.V.**, a private limited company incorporated under Dutch law, with its registered office in Breda and registered with the Chamber of Commerce under number 20129162, also trading under the name **"TPnavigator"**, hereinafter referred to as **"TPN"**. These general conditions are hereinafter referred to as General Terms and Conditions.
- 1.2. All services (to be) rendered by, and all orders to, TPN to any person or legal entity (hereinafter referred to as the "Client") are subject to these General Terms and Conditions.
- 1.3. All services are exclusively provided by TPN. Only TPN shall operate as sole contracting party of the Client and not the persons and/or legal entities related to or associated with TPN, even if it is the Client's intention that an assignment is carried out by a specific person associated with TPN. Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code are excluded.
- 1.4. (Legal) persons related to or associated with TPN (including its tax specialists) are not personally bound or liable.
- 1.5. All provisions in these General Terms and Conditions as well as any other conditions agreed upon with the Client are stipulated for and may be relied upon by TPN and by any persons and/or legal entities working or formerly working for TPN, directly or indirectly associated or formerly associated with TPN or involved in the rendering of the services by TPN or on behalf of TPN in any manner, as well as by their legal successors. They can invoke each of these provisions and where appropriate, any reference to TPN should be read as a reference to the person and/or legal entity concerned. In the performance of their professional services, these persons and/or legal entities shall act exclusively for the account and risk of TPN.
- 1.6. TPN is entitled to amend its General Terms and Conditions at any point in time.
- 1.7. The applicability of any other general terms and conditions, among which Client's general terms and conditions, is hereby expressly excluded.
- 1.8. The Client accepts that in the execution of the assignment TPN is bound by professional codes of conduct and hereby declares that it will always respect TPN's obligations arising from such codes.

2. Conclusion of the Agreement

- 2.1. The agreement between the Client and TPN is formed by the engagement confirmation and these General Terms and Conditions and comes into effect at the earliest of the following moments: (i) when the engagement confirmation signed by both TPN and the Client is received back by TPN, (ii) TPN commences the execution of the assignment, or (iii) it otherwise appears that TPN has accepted the assignment.
- 2.2. All orders (in any form whatsoever) to, and services rendered by, TPN shall be deemed to be subject to these General Terms and Conditions as of the moment that TPN has begun implementation.

3. Execution of the Assignment

- 3.1. All the work performed by TPN will be performed to the best of its abilities and efforts and in accordance with high standards.
- 3.2. Unless explicitly agreed otherwise in writing TPN has the obligation to use best endeavors and not an obligation to achieve a specific result.
- 3.3. TPN shall, without the prior consent of the Client, not disclose confidential information in relation to the Client which it obtains from the Client or from third parties to any person other than if so required for the rendering of the services as agreed upon, unless compelled by a court order or by any order or demand of the competent authorities, unless required otherwise by any applicable laws and/or regulations and/or unless, at the discretion of TPN, necessary for the defending of its position and/or its interests. TPN may share data with engaged third parties insofar as necessary for the performance of the work.

- 3.4. By virtue of the Act on prevention of money laundering and terrorist financing (hereinafter referred to as "Act"), TPN is inter alia obliged to establish the identity of the Client and of the ultimate beneficial owner(s), to establish the origin of the Client's capital and to notify the competent authorities of any unusual transactions as referred to in this Act.
- 3.5. In addition, pursuant to the Mandatory Disclosure Directive (Council Directive (EU) 2018/822 (hereinafter referred to as "DAC6") and any national laws and regulations that implement DAC6, TPN is obliged to disclose aggressive tax planning arrangements with a cross-border dimension with the competent authorities. A cross-border arrangement means a tax arrangement which involves participants established in various EU member states and which arrangement may have been developed for the purpose of tax avoidance. Disclosure is required when cross-border arrangements contain at least one of the so-called hallmarks set out in Annex IV of DAC6 (which means that the arrangement contains characteristics or features that present an indication of a potential risk of tax avoidance). The disclosure regime applies to all taxes, with the exception of value added tax, custom duties, excise duties and compulsory social security contributions.
- 3.6. In case of mandatory disclosure as set out in clause 3.5, TPN is amongst others obliged to disclose (i) all data related to the identity of the relevant taxpayer(s), the identity of the persons associated with such taxpayer(s) and the EU member states where such taxpayers are established; (ii) a summary of the cross-border arrangement; (iii) the relevant hallmarks of the cross-border arrangement; (iv) the value of cross-border arrangement; (v) the date of implementation of the cross-border arrangement (i.e.: the date on which the first step of the implementation has been or will be taken); and (vi) the relevant EU member states (i.e. the EU member states which will most likely be affected by the cross-border arrangement).
- 3.7. In view of the obligations as set out in clauses 3.4 up to and including 3.6, the Client must provide all documents and information upon first request of TPN.
- 3.8. TPN is at all times entitled, for any reason whatsoever, not to accept an engagement by the Client or to terminate ad interim any order from the Client with immediate effect, including in the event that the outcome of client acceptance procedures carried out in the framework of its statutory obligations gives rise, at the sole discretion of TPN, to such decision.
- 3.9. The services rendered by TPN are solely addressed to the Client. Third parties may not rely on or derive any rights from the services provided to the Client or the result therefrom, even if the (result of the) services are directly or indirectly rendered for the benefit of third parties. Any liability of TPN towards third parties in connection with the services provided to a Client is hereby expressly excluded.

4. Fees and Payment Terms

- 4.1. The hourly rates of TPN are excluding VAT, if applicable, and excluding disbursements (e.g. courier costs as well as other non-office disbursements and out-of-pocket expenses (such as travel and accommodation costs)).
- 4.2. Unless agreed otherwise, the services of TPN are charged on the basis of time spent (i.e. by multiplying the number of hours spent with the hourly rate). An estimate given by TPN of the expected fee cannot be regarded as a fixed fee unless this has been explicitly agreed in writing. In principle, TPN invoices monthly throughout the engagement.
- 4.3. Invoices are due within 14 (fourteen) days after the invoice date and must be paid without deduction, discount or sett-off by wire transfer to the bank account of TPN as specified on the invoice. Payment is due in Euro's unless agreed otherwise. Payments in cash are not accepted by TPN. Invoices are sent by email only.
- 4.4. If the Client disputes any invoice, it must notify TPN of such dispute within 14 (fourteen) days after the invoice date at the latest, failing which the invoice shall be deemed accepted by the Client. In the event the Client disputes any invoice, it shall nevertheless pay the undisputed portion of such invoice.

- 4.5. If the Client has given TPN an assignment for the benefit of third parties, the Client's payment obligation to TPN is not affected by payment by the third party to the Client. Lack of (timely) payment by the third party to the Client does not affect the obligation of the Client to pay TPN on time and in full.
- 4.6. TPN is entitled to amend its hourly rates annually, per January.
- 4.7. If the Client fails to pay any amount due in accordance with the provisions of this clause 4, it shall be in default without prior notice of default being required and TPN shall be entitled to compensation of statutory commercial interest as from the day on which the Client is in default. The Client will also be liable for any extrajudicial collection costs.
- 4.8. In the event of default by the Client, TPN is entitled to immediately suspend its services.
- 4.9. If in TPN's opinion the Client's financial position or payment behaviour so justifies, TPN will have the right to require the Client to provide security immediately in a form to be determined by TPN and/or to pay an advance. If the Client fails to provide said security, TPN will, without prejudice to its other rights, have the right to immediately suspend further execution of the assignment and any sums payable by the Client to TPN on whatever account will become payable immediately.
- 4.10. TPN is at all times entitled to require advances for work to be performed or expenses to be incurred.

5. Engagement of Third Parties

- 5.1. Where in the context of the engagement, outside advisors or experts (such as other tax advisors, attorneys, civil law notaries, accountants, translators and other experts) need to be retained, TPN may engage third parties on behalf of the Client. In such event, TPN is entitled to agree on the terms of their engagement on behalf of the Client, among which the terms in relation to limitation of liability, choice of law and jurisdiction.
- 5.2. TPN is not responsible for payment of such third parties and it shall request third parties to submit their invoices directly to the Client. In certain circumstances, TPN may pay these invoices on behalf of the Client. Payments made to third parties on behalf of the Client, are charged to the Client as incurred.
- 5.3. TPN is not liable for any damage caused by third parties engaged by it, except in case of gross negligence or intent on the part of TPN.

6. Liability

- 6.1. TPN will carry out its work to the best of its ability and in doing so exercise the due care to be expected of TPN. If an error is made due to incorrect or incomplete information provided by the Client, TPN will not be liable for any damage or loss caused by such an error.
- 6.2. Any liability of persons and/or legal entities (in)directly associated with TPN (including its directors, shareholders, employees and their (practice) companies) is excluded.
- 6.3. Any liability of TPN shall be limited to the amount paid out in that specific case under the professional liability insurance taken out by TPN, to be increased by the deductible applicable under such insurance. If for any reason the insurance does not result in any payment, any liability of TPN is limited to the amount that is equal to the amount invoiced and received by TPN for services rendered (excluding VAT) in the relevant matter with a maximum of EUR 50,000.
- 6.4. TPN is in no event liable for indirect or consequential damages, which at least includes: loss of turnover, loss of profit, interruption of operations, reputational damage and delay damages.
- 6.5. The Client shall indemnify and hold TPN harmless from and against any claims by third parties (including shareholders, directors, supervisory directors, and employees of the Client, as well as affiliated legal entities and companies, and other persons involved in Client's organization) arising from or related to the services of TPN.
- 6.6. Claims for compensation of damage will expire 12 months after the date on which the Client became aware or could reasonably have been aware of the damage and the possible liability of TPN for such damage.

7. Miscellaneous

- 7.1. In the event of any discrepancies between any provision of the General Terms and Conditions and any provision of the engagement letter of TPN, the provision of the engagement letter shall prevail.
- 7.2. The Client must provide TPN with all documents and information which TPN deems necessary for the rendering of its services or of which the Client knows or should reasonably know that those are relevant for the rendering of the services by TPN. It must also provide such documents and information in due time in order to enable TPN to render its services without any delays. TPN may rely on the accuracy of the information provided.
- 7.3. The Client is also obliged to notify TPN in due time and completely of all facts and/or circumstances of which the Client knows or should reasonably know that those are or could be relevant for the rendering of the services by TPN.
- 7.4. The files and all documents and other data carriers at TPN's disposal as part of the assignment may be destroyed after expiry of the applicable statutory retention periods without prior notice to the Client.
- 7.5. If any provision of these General Terms and Conditions shall be held invalid or non-binding, or shall be annulled, the other provisions of these General Terms and Conditions remain in full force and effect. In such event, TPN shall replace the invalid, non-binding or annulled provision by a valid provision which expresses the initial intent of TPN as much as possible.
- 7.6. The General Terms and Conditions are available in both the Dutch and English language. In the event of any dispute arising as to the contents or purport of these General Terms and Conditions, the Dutch language version will prevail.

8. Choice of Law and Forum

- 8.1. The legal relationship between the Client and TPN will be governed exclusively by and construed in accordance with the laws of the Netherlands.
- 8.2. Unless explicitly agreed otherwise in writing, any disputes between the Client and TPN shall be exclusively resolved by the competent court in 's-Hertogenbosch, the Netherlands.