

GENERAL TERMS AND CONDITIONS

Novera Tax Lawyers B.V. 16 October 2025

Terms and Conditions

Article 1. General

1. Contractor provides fiscal, legal, financial and administrative services.
2. The shareholders/partners of Contractor are private limited liability companies.

Article 2. Definitions

1. Principal: the natural person or legal entity which gave the Contractor instructions to perform Work.
2. Contractor: the Contractor as listed on the first page of this agreement, , the firm which concludes the Agreement and uses these general terms and conditions.
3. Agreement: every agreement between the Principal and the Contractor to perform Work by the Contractor for the Principal in conformance with the stipulations specified in the confirmation of the instructions.
4. Documents: all goods, including documents or data media, which the Principal has made available to the Contractor, as well as all goods, including documents or data media, which have been produced by the Contractor in the scope of fulfilling the instructions.
5. Work: all work for which the Contractor has received instructions or which the Contractor performs on another account. The above applies in the broadest sense of the word and in any event comprises the work as specified in the confirmation of the instructions.
6. Periodic services: All non-recurring activities, including, but not limited to, periodic reports and checks, online (consolidated) reports, making predictions, online access to software, preparing annual accounts, submitting documents to the Chamber of Commerce, drafting (consolidated) annual accounts, VAT returns, EC sales list, Corporate income tax returns, personal income tax returns, payrolling, online access to the software of accounting programs, maintenance of bookkeeping.

Article 3. Applicability

1. These general terms and conditions apply to: all offers, quotations, instructions, legal relationships and agreements, under whatever name, in which the Contractor undertakes/will undertake to perform Work for the Principal, as well as to all Work resulting from the same for the Contractor.
2. These General Terms and Conditions may be relied on by Contractor and each person associated with Contractor, including but not limited to any legal successor under universal title of any person associated with Contractor, any person formerly associated with Contractor, and any legal successor under universal title of a person formerly associated with Contractor.
3. Acceptance by or on behalf of Contractor of a Principal's assignment which refers to its own general conditions, shall be deemed to occur with the explicit rejection of the Principal's general conditions.
4. Should one or more provisions from these general terms and conditions be invalid or be nullified, the other provisions of these general terms and conditions remain fully applicable. Should any of these general terms and conditions or the Agreement not be legally valid, parties shall negotiate the content of a new provision, which shall come as close as possible to the original provision.
5. Departures from and additions to these general terms and conditions are only valid if these have been agreed upon explicitly and in writing, for example in a (written) agreement of confirmation of the instructions.
6. In the event that these general terms and conditions and the confirmation of the instructions contain conflicting conditions, the conditions included in the confirmation of the instructions will apply.
7. Contractor is entitled to unilaterally amend these General Terms and Conditions. In that case the Contractor will inform the Principal in a timely manner of the changes. There will be at least one month between this notification and the entry in force of the amended conditions. If the change results in a performance being provided to the Principal that differs substantially from the original performance, the Principal is entitled to terminate the Agreement as of the date that the changed conditions come into effect.
8. Irrespective who of the professionals of Contractor accepts or (whether or not in cooperation with others) performs an assignment, Contractor shall be the sole contracting party.
9. Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are not applicable to assignments accepted by or on behalf of Contractor.

Article 4. Commencement and duration of the Agreement

1. Each agreement is established and commences at the time of a verbal agreement between Principal and Contractor regarding the services and related fee. As soon as possible after such agreement, Contractor prepares and sends an agreement to Principal, this agreement lists the joint rights and obligations of parties. Principal will sign such agreement and send a signed copy back to Contractor, together with all required information to confirm it's identity. The confirmation is based on the information which the Principal supplied to the Contractors at the time of the confirmation. The confirmation is deemed to correctly and fully represent the Agreement.
2. The parties are free to prove the establishment of the Agreement by other means.
3. Each Agreement is entered into for an indefinite period of time, unless the nature, contents or purpose of the instructions given show that the Agreement was entered into for a fixed period of time.

Article 5. Information of the principal

1. The Principal is obligated to provide all the data and information requested by Contractor, as well as the data and information that the Principal can reasonably know that Contractor needs for the correct performance of the assignment:
 - a. on time;
 - b. in the form desired by Contractor; and
 - c. in the way desired by Contractor;
 - d. information from the Principal's contact persons who are available during the execution of the work.
2. The Principal guarantees the accuracy, completeness, reliability and legitimacy of the data and information provided to Contractor by the Principal or on the Principal's behalf, also if this data and information have been provided through a third party or originate from a third party, unless the nature of the assignment provides otherwise.
3. The Principal agrees that if the Contractor receives information from third parties in the context of the assignment, the Contractor assumes that this information is correct and complete without further verification of that information.
4. The Principal is obliged to immediately inform Contractor with respect to facts or circumstances that could be important in connection with the performance of the assignment.

5. Contractor has the right to suspend the performance of the assignment until the time that the Principal has fulfilled the obligations referred to in the first, second and fourth paragraphs.
6. Extra costs, extra hours, and other damages that arise for Contractor because the Principal has not fulfilled the obligations referred to in the first, second and fourth paragraphs, are for the expense and risk of the Principal.
7. At the first request of the Principal, Contractor shall return the original documents provided by the Principal.

Article 6. Execution of the assignment

1. Contractor will execute the Work on a best effort basis and as a professional acting with due care; however, Contractor cannot guarantee that any desired result shall be achieved.
2. The Contractor determines the manner in which and by what person(s) the Agreement will be fulfilled. If possible, the Contractor will take any directions from the Principal regarding the fulfilment of the Agreement into account, provided these instructions are sound and are given in a timely fashion.
3. The due dates for completion of the services shall be regarded as strict deadlines only if this has been agreed in writing in advance.
4. The Contractor will fulfil the Agreement in accordance with the rules of conduct and the professional rules that apply to him and in accordance with the statutory requirements.
5. The Principal will respect and facilitate the Contractor's obligations and the obligations for parties working at or for the Contractor, respectively, that arise from these rules of conduct and professional rules and from the law.
6. Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing (Wet ter voorkoming van witwassen en financieren van terrorisme), Contractor is obliged to verify the identity of its Principal and to report certain unusual transactions to the authorities in certain circumstances. Such reporting can also be required in case of tax fraud. By instructing Contractor, Principal's confirm that they are aware of this obligation and give their permission, insofar as this is required.
7. For the Agreement, Contractor shall maintain a work file containing copies of the relevant documents, which is the property of Contractor. These files remain the property of Contractor even after the termination of the agreement.
8. If Contractor performs a valuation for Principal, it is agreed for which purposes the valuation will be used.

Article 7. Electronic communication

1. During the performance of the Agreement, the Principal and Contractor, at the request of one of the parties, shall be able communicate with each other by electronic mail. The Principal and Contractor are vis-à-vis each other not liable for any damages that arise from use of electronic mail. Both the Principal and Contractor shall do that which can reasonably be expected to prevent risks, such as spreading viruses and distortion.
2. In the case of doubt concerning the content and/or sending of electronic mail, the data extracts from the Contractor's computer systems shall prevail.

Article 8. Fee and terms of payment

1. Unless otherwise agreed, the fee will be calculated on the basis of the number of hours worked multiplied by the hourly rate to be set by Contractor annually.
2. In the event that an fixed amount per Agreement is agreed upon, the Contractor is entitled to charge a rate per time unit worked on top of this, if and to the extent that the scope of the Work exceeds the scope of the Work provided for in the Agreement, in which case the Principal must also pay this additional amount.
3. The Contractor's fee does not depend on the outcome of the Work performed.
4. The Contractor is entitled to periodically adjust the hourly rates it applies. If after the conclusion of the Agreement, but before the Work has been fully carried out, wages and/ or prices undergo a change, the Contractor is entitled to adjust the agreed rate accordingly, unless the Principal and the Contractor have made other agreements about this.
5. The Contractor has the right to adjust the fees for recurring services annually (or more if the annual services price index is higher (CBS / DPI).
6. In the event that the Contractor is of the opinion that the Principal's financial position or payment record gives rise to this, the Contractor is entitled to demand that the Principal furnish (additional) security in a form to be specified by the Contractor. Initially, an advance paid by the Principal will be set off against the final invoice. In the event that the Principal fails to furnish the requested security, the Contractor is entitled -without prejudice to any other rights he may have to immediately suspend the further fulfilment of the Agreement and everything that the Principal owes the Contractor on any account whatsoever will be due and payable at once.
7. Expenses and/or costs paid by Contractor for the benefit of the Principal will be charged separately.
8. In the event of liquidation, bankruptcy or suspension of payment of the Principal the claims against the Principal shall become due immediately.

9. The Work shall be charged to the Principal on a monthly, quarterly and yearly basis subject to payment within 15 days from the date of the invoice. Principal is obliged to pay this invoices within the payment term in euro's.
10. In the event that the Principal fails to pay within the term mentioned in paragraph nine or within the term further agreed upon, the Principal will be legally in default and the Contractor is entitled to charge the statutory (commercial) interest from the due date until the day of payment in full, without any further summons or notice of default being required, all this without prejudice to the Contractor's further rights.
11. If the Principal, acting in the course of a business or profession, has not paid within the term stated in the ninth paragraph, the Principal is obliged to pay all the out-of-court and court collection and other costs incurred by the Contractor, also insofar as these costs surpass any court order for costs, unless Contractor, as the losing party, is ordered to pay the costs.
12. The Contractor is entitled to deduct the payments made by the Principal in the first place from the out-of-court and court collection costs, then from the interest due and finally from the principal sums that have been payable the longest and the accrued interest.
13. The Principal is obliged to pay the amounts charged by the Contractor in accordance with the agreed payment conditions, or as agreed on the invoice. The Principal is not entitled to suspend the obligation to pay invoices to the Contractor and /or to request settlement.
14. The Contractor is entitled to set off prepaid amounts for periodic services (recurring services) against payment arrears with regard to other services that have been charged to the Principal. The Contractor is also entitled to set off prepaid amounts for periodic services to the Principal against payment arrears with regard to other services charged to affiliated entities of the Principal.
15. In the event of instructions issued jointly, the Principals are jointly and severally liable for the payment of the invoice amount to the extent that the Work has been performed for the collective Principals.
16. All fees and any expenses and/or advances charged are exclusive of VAT and other levies that can be levied by the government.

Article 9. Liability

1. Contractor is liable vis-à-vis to the Principal only for any shortcoming in the performance of the assignment insofar as a shortcoming has arisen due to the non-observance of due care and expertise, as a result of which the performance of the assignment cannot be trusted.

2. In case of a valuation, based on the previous paragraph the Contractor is only liable if the valuation has been used for the purpose as agreed with Principal. Contractor is not liable vis-à-vis, other parties for possible shortcomings in the performance of the valuation assignment.
3. The limitation of the liability referred to in the previous paragraph does not apply insofar as the loss or damage is a result of wilful misconduct or gross negligence on the part of Contractor:
 - a. Any loss or damage arising for the Principal or third parties that is the result of incorrect or incomplete data or information provided by the Principal to Contractor or which is otherwise the result of acts or omissions by the Principal;
 - b. The inadequate functioning of the equipment, software, data and files, registers or other matters used in the performance of the Agreement;
 - c. Damage occurring at the Principal or third parties which is the result of acts or omissions on the part of agents called in by the Contractor (not including employees of the Contractor), also if these work for an organisation which is affiliated with the Contractor. This amongst others includes a loss of data when using online software services;
 - d. Business, indirect or consequential damage and / or loss of profit incurred by the Principal or third parties;
 - e. Damage that arises as a result of the Contractor's compliance with the applicable laws and (professional) regulations;
 - f. Damage or loss of documents during transport or during dispatch by post, regardless of whether the transport or dispatch is carried out by or on behalf of the Principal, Contractor or third parties.
4. If, in the course of an assignment, an event occurs that could lead to any liability on the part of Contractor, such liability is limited to the amount paid for the event in question according to the Contractor's liability insurer. If the liability insurer does not pay for any reason whatsoever, the Contractor's liability is limited to three times the amount of the fee charged by Contractor in relation to the liability inducing event.
5. A claim for the reimbursement of loss or damage must be submitted Contractor no later than 12 months after the Principal has discovered or reasonably could have discovered the loss or damage. If this does not occur, the right to compensation for loss or damage shall be forfeited.
6. The condition for liability is also that the Principal notifies the Contractor within 30 days and in writing after discovering a defect. The Contractor will at all times be

entitled to remedy or limit the Principal's damage by rectifying or correcting the defective product if and to the extent possible.

Article 10. Indemnity

1. The Principal indemnifies the Contractor against all claims from third parties, including shareholders, directors, supervisory directors and employees of the Principal, as well as affiliated legal entities and enterprises and others involved in the Principal's organisation and directly or indirectly related to the fulfilment of the Agreement. The Principal specifically indemnifies the Contractor against claims from third parties on account of damaged caused because the Principal provided incorrect or incomplete information to the Contractor, unless the Principal demonstrates that the damage is not related to any culpable act or omission on his part, or has been caused by willful misconduct or gross negligence on the part of the Contractor.
2. The Principal indemnifies the Contractor against all possible claims from third parties in the event that the Contractor is forced by law and/or his professional rules to return the instructions and/or is forced to render his assistance to government agencies which are entitled to receive information -both when asked and at their own initiative- which the Contractor received from the Principal or third parties in the course of fulfilling the instructions.

Article 11. Sub-contractors

1. When third parties that do not work within the organization of Contractor (hereinafter referred to as: "sub-contractors") are engaged in order to perform an Work, Contractor shall exercise due care in selecting these third parties and shall consult with the Principal in the selection as far as appropriate.
2. Contractor shall not be liable for mistakes or shortcomings of these third parties. Contractor states that any assignment shall entail the power to accept on behalf by the Principal any limitations of liability of third parties.
3. Not only Contractor but also all persons who have been engaged in the performance of the Principal Work shall have the right to invoke these General Terms and Conditions.

Article 12. Confidentiality

1. The Contractor is required to maintain confidentiality with respect to third parties who are not involved in the fulfilment of the Agreement. This confidentiality involves all confidential information which the Principal made available to the Contractor and the results obtained by processing this information. This confidentiality does not apply to the extent that statutory or professional rules, including but not limited to the notification duty resulting from the Dutch Act on Measures to Prevent Money Laundering and the Financing of Terrorism and other national or international rules

with a similar purpose, impose a duty of disclosure on the Contractor, or in as far as the Principal has released the Contractor from the confidentiality obligation. This stipulation does not prevent confidential consultations between colleagues within the Contractor's organisation to the extent that the Contractor deems this necessary for careful fulfilment of the Agreement or the due observance of statutory or professional rules.

2. Contractor has the right to state the name of the Principal and the main points of the performed Work to commercial and other business associates of Contractor to indicate the Principal's experience, unless the Principal has indicated otherwise.
3. The Contractor is entitled to use the figures obtained after processing for statistical or comparative purposes, provided these figures cannot be traced back to individual Principals.
4. Confidentiality does not apply to Contractor for information which:
 - a. is or becomes public other than through a breach of this Agreement;
 - b. is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - c. was known to the recipient at the time of disclosure or is thereafter created independently.

Article 13. Complaints

1. Complaints regarding the work performed and/or the invoice amount must be notified to the Contractor in writing within 30 days after the documents or information about which the Principal complains have been sent or within 30 days after the defect is discovered, in the event that the Principal demonstrates that he reasonably was unable to discover the defect earlier, specifying the exact nature and grounds for the complaints.
2. Complaints as referred to in the first paragraph do not suspend the Principal's payment obligation, except to the extent that the Contractor indicates that he believes the complaint is valid.
3. In the event of a valid complaint, the Contractor can either adjust the fee charged, rectify or redo the rejected Work at no cost or not (or no longer) perform all or part of the instructions in exchange for restitution in proportion to the fee which the Principal already paid.

Article 14. Intellectual property

1. All rights concerning products of the mind that Contractor develops or uses in the performance of the assignment, also including recommendations, working

methods model or other contracts, systems, system designs and computer programs, belong to Contractor, insofar as they do not already belong to third parties.

2. Except for with the express written advance permission of Contractor, the Principal is not permitted to reproduce, make public or exploit products of the mind or the recording thereof on data carriers, including together with or through the engagement of third parties.

Article 15. Termination

1. The Principal and the Contractor can terminate the Agreement at any time with reasonable periods by giving notice in writing.
2. The parties may terminate the Agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, in the event that the other party is granted suspension of payment, whether or not provisionally, if the other party is granted bankruptcy or if its bankruptcy is granted or if the company is liquidated or terminated.
3. If the Principal has proceeded with premature termination, the Contractor has the right to compensation for the already performed Work and costs that the Contractor reasonably had to incur as a result of the early termination of the Agreement (such as, among other things, costs related to subcontracting), unless facts and circumstances underlying the termination that can be attributed to the Contractor. If the Contractor has proceeded to premature termination, the Principal is entitled to cooperation of Contractor in the transfer of Work to third parties, unless there are facts and circumstances underlying that cancellation that can be attributed to the Principal.

Article 16. Personal data

1. In the context of the Agreement or in the context of the fulfilment of the Contractor's statutory obligations, the Contractor may process personal data concerning the Principal and or persons associated with or working for the Principle.
2. For details, we refer to the "Verwerkersovereenkomst."

Article 17. Expiry period

1. Unless otherwise stipulated in these general terms and conditions, rights of action and other powers of the Principal on any account whatsoever towards the Contractor in connection with the performance of Work by the Contractor will in any case become null and void one year after the time at which the Principal learned or reasonably could have learned of the existence of these rights and powers. This term does not regard the possibility to file a complaint with the appropriate body (bodies) for complaint handling.

Article 18. Right of suspension

1. The Contractor is entitled to suspend fulfilment of all his obligations, including the surrender of documents or other matters to the Principal or third parties, until all payable claims against the Principal are paid in full. The Contractor may only refuse to surrender Documents after making a careful consideration of interests.

Article 19. Force majeure

1. In the event that the Contractor is unable to fulfil his obligations under the Agreement or is unable to fulfil these obligations in time or properly as a result of a cause that cannot be attributed to him, breakdowns in the computer network and other interruptions of the normal conduct of business within his enterprise, these obligations will be suspended until the time the Contractor can still fulfil these obligations in the manner agreed upon.
2. In the event that the situation referred to in the first paragraph occurs, the Principal is entitled to cancel all or part of the Agreement in writing, without this giving rise to any right to damages.
3. Where at the time of the occurrence of force majeure the Contractor has by then partially fulfilled his obligations under the Agreement or will be able to fulfil them, the Contractor shall be entitled to charge separately for the part already fulfilled or to be fulfilled. The Principal is obliged to pay this invoice as if it were a separate Agreement.

Article 20. Applicable law and jurisdiction

1. All Agreements between the Principal and the Contractor to which these general terms and conditions apply are governed by Dutch law.
2. Unless the Parties explicitly and in writing opt for a different method of settling disputes, the Amsterdam District Court, location Amsterdam, has exclusive jurisdiction to judge disputes related to or arising from this Agreement.

Article 21. Other Provisions

1. These General Terms and Conditions and the “Further specification of the scope of the services provided” are in both Dutch and English. In the event of any discrepancy between the Dutch and English versions, the Dutch version shall prevail.
2. These General Terms and Conditions are stated on the Contractor's website and are sent to interested parties upon request.

FURTHER SPECIFICATION OF SCOPE

Further specification of the scope of the services provided by us

Performance of the Work

1. The scope of the work is restricted to the specific taxes, laws and matters on which Contractor advises in the particular case. If instructed to do so advise on other taxes, laws and matters can be provided.
2. Principal is obliged to request to review any advice already given if a transaction is delayed, or is to be repeated, or if an apparently similar transaction is to be undertaken. The original advice may not be applicable or appropriate in such circumstances.
3. In the advice, areas of risk and possible exposure to challenge by relevant (tax) authorities and the means by which such risk may be mitigated can be included. Inevitably, it is not possible to guarantee that the (tax) authorities will not challenge a transaction nor to guarantee the outcome of such a challenge if raised.
4. Should Principal have any contact from (tax) authorities in respect of transactions related to the Services, Principal is recommended to contact Contractor for advice on how to proceed.
5. As part of the Agreement Contractor could review legal documents when requested to do so in order to advise on their (tax) consequences, and will highlight any areas which Contractor believes do not reflect the (tax) planning intended. It will not be a legal review and Principal's lawyers will retain responsibility for the legal drafting. In order for Contractor to carry out this review, Principal or Principal's advisers will need to notify Contractor of any changes made to the documentation. Contractor assumes no responsibility for the effects of any changes that are not notified to Contractor.
6. The nature and content of any (tax) advice Contractor provides will necessarily reflect the specific scope and limitations of assistance that is requested, the amount and accuracy of information provided to Contractor and the timescale within which the (tax) advice is required. If Contractor is asked to provide Contractor's (tax) advice in an abbreviated format or timescale, Principal accepts that Principal will not receive all the information Principal would have received had Contractor provided a full written report or had been able to perform the work without an abbreviated timescale.
7. If, during the provision of the Services, Contractor determines that any additional work is necessary, whether at Principal request or because the complexity of the project increases, Contractor will promptly contact Principal to discuss any adjustments to the scope of work or Contractor's fees. In the event that Contractor

form the view that Contractor's fees will exceed the upper end of the estimated range, Contractor will advise Principal and discuss this with Principal.

8. From time to time, Contractor will distribute tax related material to Principal in connection with significant, current (Dutch) tax issues which Contractor believes may be of interest to Principal. It is agreed that such information does relate to generic issues and ideas that usually require further consideration. If any action is to be taken by Principal/on behalf of Principal, Contractor will have no responsibility to take matters further unless Principal specifically instructs Contractor to do so in writing.
9. Some matters on which Contractor may be asked to advise Principal may have personal taxation repercussions for (managing) directors, employees or other persons, for which Contractor will bear no responsibility unless Principal has requested Contractor to advise on such taxation repercussions and Contractor has accepted that assignment.
10. Contractor assumes no responsibility for any changes of the facts and/or circumstances that Contractor have taken into account while rendering the Work and which changes have occurred before acting by Principal upon Contractor's advice unless Principal have/has notified Contractor in time about such changes.
11. Contractor will not observe the execution of agreements or other arrangements concluded by Principal with third parties (tax authorities included) despite the fact Contractor provided tax services with respect to issues that are subject to those agreements or other arrangements, unless Principal specifically instructs Contractor to do so in writing.
12. The services of Contractor are based on the then prevailing (Dutch) tax laws, as may reasonably be assumed to be known to Contractor at the time of drawing up the tax return and performing the Work. The Contractor has not carried out an exhaustive analysis of lower case law that could possibly be explained to the benefit of Principal, unless Principal has requested this in writing from the Contractor and the Contractor has agreed to this. Changes in the law and in its interpretations (or the determination of being inoperative as a result of the applicability of EU law and/or EU Directives or international law) may take place after Contractor have completed the Work or may be retrospective in effect and Contractor assumes no responsibility for such changes.
13. Contractor expects that Principal will provide timely, accurate and complete information and reasonable assistance, and Contractor will perform the Work on that basis. Furthermore Principal are/is responsible for understanding and agreeing with the various amounts, computations and statements made in the tax returns before they are filed with the taxing authorities.

14. Principal authorizes Contractor to participate in discussions with and to disclose Principal's information, including Principal's tax return information, to Principal's agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as Contractor may direct.
15. Contractor is providing Contractor's services solely for Principal's use and benefit and pursuant to a Principal's relationship exclusively with Principal. Contractor disclaims any contractual or other responsibility to others based upon Contractor's Work or upon any deliverables or advice Contractor provides.
16. Elements of the prevailing tax laws of the Netherlands may be in breach with EU law and/ or EU Directives. Contractor assumes no responsibility in this respect unless Principal have specifically instructed Contractor to advice on such a possible breach.

17. General

1. Our fee estimate assumes that the scope and complexity of such services are consistent with Parties prior discussions, as well as the description thereof above.
2. Any fee estimate agreed with Principal is necessarily based on the assumption that the information required for Contractor's work is made available by Principal (or any third party providers engaged by Principal) in accordance with agreed timetables, and that Principal's key executives and personnel are available during the course of the Work. If delays or other unanticipated problems which are beyond Contractor's control occur this may result in additional fees for which invoices will be raised.
3. An increase in the number or complexity of transactions and/or employees will trigger an increase of Contractor's fees for agreed recurring services.
4. For Contractor's recurring services Contractor makes use of third party software providers, any price increases of those providers will trigger an increase of Contractor's fees for agreed recurring services.
5. In case Contractor requires information Contractor will ask Principal to share all information digitally and complete digital questionnaires for efficient workflow (eg for annual report / tax return).

18. The Fee for recurring services shall amongst others not include:

1. advising on disclosure/presentation in the tax return relating to transactions which are complex from a tax perspective;

2. acting for Principal in tax authority enquiries, in particular matters relating to the underlying systems and processes which governed the generation of the figures contained within the returns;
3. attendance at on-site tax authority audits;
4. preparing/agreeing valuations required for tax purposes, e.g. capital gains/losses calculations;
5. considering the adequacy of the [company/group] transfer pricing arrangements and documentation.

19. Contractor provides payroll services

When Contractor provides payroll services to Principal and in case the remuneration of Principal's employee(s) depends on the number of hours worked, Principal should submit the relevant data within 10 working days after the end of a month in order for timely processing of that data in the payslips.

20. When Principal does the bookkeeping and Contractor files VAT returns / EC Sales

List Principal will perform the day to day bookkeeping of the entities and provide Contractor with (online) access to these records. VAT returns / EC Sales List will be based on the information "as is" available in the bookkeeping software. The bookkeeping of any quarter should be up to date within 10 working days from the end of any quarter or month (depending on the filing frequency that applies to Principal) in order for Contractor to timely file the VAT return.

21. When Principal does the bookkeeping and Contractor prepares the annual report / tax return

In case Principal does the bookkeeping and a material number of questions come up during review for the annual report of tax return, Contractor will contact Principal since in that case Contractor's fee might exceed the estimate.

22. When Contractor does the bookkeeping

Principal sends sales invoices through the bookkeeping system and invoices for purchases are forwarded to a specific email address or scanned through an app. Invoices for sales and purchases should be uploaded/send within 5 working days from the end of any quarter or month (depending on the filing frequency that applies to Principal) in order for Contractor to timely update the bookkeeping for filing of the VAT return. Circumstances which might cause that the estimated fee is exceeded:

1. In case there is a bank transaction for which Contractor did not receive backup (before the transaction) the transaction will be booked as 'unknown', without VAT effects. Subsequently processing these transactions might cause Contractor's fees to exceed this estimate.

2. In case of more complex transactions such as but not limited to multiple setoffs between eg accounts / creditors / debtors, multiple group accounts receivable, other transactions not apparent from the bank account / sales invoices / purchases, Contractor's processing time increases and Contractor's fee might exceed this estimate.

23. When Contractor prepares the annual report / tax return

1. In case of more complex transactions such as but not limited to multiple setoffs between eg accounts / creditors / debtors, multiple group accounts receivable, other transactions not apparent from the bank account / sales invoices / purchases, Contractor's processing time increases and Contractor's fee might exceed this estimate.
2. In case of (i) transactions with specific GAAP rules and/or (ii) more book-to-tax adjustments and/or (iii) specific tax requirements to meet, before Contractor starts the Work on these items Contractor will discuss an additional fee with Principal for proper processing in the annual report or tax return.