

General Terms and Conditions

July 2018

Article 1 - General

1.1 - In these general conditions:

Client: the counterparty of the Contractor with an Agreement as referred to in Article 2.1 as well as the party that negotiates with the Contractor;

Contractor: WE VAT Solutions BV, a limited liability company established under the laws of the Netherlands with its statutory seat in Rotterdam and all companies affiliated to it in any way whatsoever entrusted with the execution of an Agreement in whole or in part. WE VAT Solutions BV is registered with the Chamber of Commerce under number 67000290;

Assignment / Agreement: The Contract of Assignment, whereby the Contractor undertakes towards the Client to perform certain activities.

1.2 - All Orders are only accepted and executed by the Contractor, with the exclusion of Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code;

1.3 - All stipulations in these general terms and conditions have also been made for the benefit of all those who work for the Contractor or for the benefit of third parties for whose actions or negligence the Contractor may be liable.

Article 2 - Applicability

2.1 - These general terms and conditions apply to: all offers, quotations, Assignments, legal relationships and Agreements, however named, whereby the Contractor undertakes to perform work for the Client, as well as all activities resulting therefrom for the Contractor.

2.2 - The applicability of general terms and conditions of the Client is explicitly rejected by the Contractor.

2.3 - Clauses deviating from these conditions are only valid if and insofar as the Contractor has explicitly confirmed these to the Client in writing.

2.4 - If any clause, forming part of these general terms and conditions or of the Agreement, is void or is nullified, the Agreement will remain in force as far as possible and the clause in question will be replaced without delay by a clause that approximate the scope of the original stipulation as much as possible. If this proves impossible, the relevant provision will not apply, with the other provisions of both the Agreement and the general terms and conditions remaining in full force.

Article 3 - Offer and acceptance

3.1 - All quotations and offers made by or on behalf of the Contractor, even if done by a representative or intermediary, in whatever manner, are without obligation and can be revoked at any time.

3.2 - Agreements are concluded by a written confirmation from the Contractor. If the Contractor has not confirmed the Agreement in writing, an Agreement will be concluded because the Contractor has commenced implementing acts.

3.3 - Verbal commitments by representatives or agents of the Contractor are only binding on the Contractor if they have been confirmed by it in writing.

3.4 - Every order confirmation from the Contractor is deemed to reflect the agreement agreed between the parties, unless the Client has protested in writing by registered letter and motivated against this within 8 days of the date of the order confirmation.

3.5 - If the Client makes an amendment to the Agreement or if he issues a further Order, these changes and / or further assignments after acceptance by the Contractor are deemed to form an inseparable whole with the previous Agreement and these conditions are fully applicable thereto. If the amendment to the Agreement results in an increase of the costs, these costs will be indicated separately on the invoice to be sent to the other party. The provision of a further Order or the amendment of an Agreement may result in the agreed delivery times changing, which can never be invoked against the Contractor.

3.6 - Offers and quotations do not automatically apply to future Assignments.

Article 4 - Data and information

4.1 - The Contractor is only obliged to (further) carry out the Assignment if the Client has provided all data and information required by the Contractor, in the form and in the manner desired by the Contractor. Extra costs, caused by the Client not providing the required data or information, not timely or not properly, are at the expense of the Client.

4.2 - The Client is obliged to immediately inform the Contractor about facts and circumstances that may be of importance about the performance of the Assignment.

4.3 - The Client guarantees the correctness, completeness and reliability of the data and information provided by or on behalf of the Contractor, even if these come from third parties.

4.4 - The Contractor is not liable for damage of any kind, because the Contractor has assumed incorrect information and information provided by the Client.

4.5 - If the data and information required for the execution of the Agreement have not been provided to the Contractor or not timely or not properly, the Contractor has the right to suspend the execution of the Contract and / or the delay in the execution of the Agreement. To charge the Client additional costs and additional fees in accordance with the customary rates.

Article 5 - Execution of the Assignment

5.1 - The Contractor will carry out the work to the best of its ability and as a carefully acting professional; The Contractor cannot, however, guarantee the achievement of any intended result.

5.2 - The Contractor determines the way and by which person (s) the Assignment is executed, while considering the wishes expressed by the Client as much as possible. If and insofar as a proper execution of the Agreement so requires, the Contractor has the right to have certain work carried out by third parties.

5.3 - The Assignment is performed with due observance of the applicable legislation and (professional) regulations.

5.4 - Unless otherwise agreed in writing, the terms indicated by the Contractor within which the work must be completed will always be approximate and can never be regarded as deadlines.

5.5 - Unless it has been established that execution is permanently impossible - the Agreement cannot be terminated by the Client due to a time limit, unless the Contractor does not or does not fully execute the Agreement within a reasonable term made known to him in writing after the agreed delivery period has expired.

Article 6 - (Professional) regulations

6.1 - The Client shall always and fully cooperate with the obligations arising for the Contractor from the applicable (professional) regulations.

6.2 - The Client is aware that the Contractor - including but not exclusively -:

- a. may be obliged under applicable laws and regulations to report certain transactions described in these laws and regulations and known during the performance of their activities to the authorities appointed by the government;
- b. will be required to report fraud in certain situations under applicable laws and regulations;
- c. under applicable laws and regulations may be required to investigate the (identity of) Client.

6.3 - The Contractor excludes all liability for damage that occurs to the Client because of the Contractor's compliance with the applicable laws and (professional) regulations.

Article 7 - Intellectual property rights

7.1 - The execution of the Assignment by the Contractor does not include the intellectual property rights arising during or arising from the execution of the Assignment to the Contractor.

7.2 - The Contractor reserves all intellectual property rights relating to products of the mind that the Contractor uses or has used and / or

develops and / or has developed in the context of the execution of the Assignment, including advice, working methods, (model) contracts, systems, system designs and computer programs and other mental products and in respect of which he has the copyright or other intellectual property rights.

7.3 - With the express prior written consent of the Contractor, the Client is explicitly prohibited from these products, including advice, working methods, (model) contracts, systems, system designs and computer programs and other mental products of the Contractor, this in the broadest sense of the word, with or without the involvement of third parties to multiply, to publicize and / or exploit, other than to obtain an expert opinion regarding the execution of the work by the Contractor. In that case, the Client will impose his obligations based on this article on the third parties engaged by him.

7.4 - The Contractor reserves the right to use the knowledge gained through the execution of the work for other purposes, insofar as no confidential information is brought to the notice of third parties.

Article 8 - Confidentiality

8.1 - The Contractor is obliged to keep the information and information provided by or on behalf of the Client secret from third parties that are not involved in the execution of the Assignment. This obligation does not apply insofar as the Contractor is subject to a legal or professional duty to disclose, including the duty to report arising from the Act on unusual transaction reports and other national or international regulations with a similar scope, or in so far as the Client has discharged the Contractor from the duty of confidentiality. This provision does not prevent confidential consultations with colleagues within the Contractor's organization, insofar as the Contractor deems this necessary for the careful performance of the assignment or for the proper satisfaction of statutory or professional obligations.

8.2 - If he acts for himself in disciplinary, civil or criminal proceedings, the contractor is entitled to use the data and information provided by or on behalf of the Client, as well as other data and information that he has taken note of in the performance of the Assignment, insofar as they may be of importance in his reasonable opinion.

8.3 - With the express prior written permission of the Contractor, the Client is not permitted to make the content of advice, opinions or other

written or otherwise express statements of the Contractor available to third parties or otherwise to make available to third parties, unless this directly results from the Agreement takes place in order to obtain an expert opinion regarding the relevant activities of the Contractor, a legal or professional duty of disclosure is imposed on the Client, or if the Client acts for himself in disciplinary, civil or criminal proceedings.

Article 9 - Honorarium

9.1 - The Contractor and the Client can agree on a fixed fee when the Agreement is concluded.

9.2 - If no fixed fee is agreed, the fee for the work carried out by the Contractor will be determined based on time spent and costs incurred in accordance with the rates, calculation methods and working methods customary at the Contractor.

9.3 - In addition to the fee, the expenses incurred by the Contractor and the invoices of the third parties engaged by the Contractor will be charged to the Client.

9.4 - The Contractor has the right to request an advance payment from the Client.

9.5 - If after the realization of the agreement, but before the Assignment has been fully executed, wages and / or prices undergo a change, the Contractor is entitled to adjust the agreed rate accordingly.

9.6 - The fee, plus if necessary advances and invoices from engaged third parties and expenses incurred, will be charged per month, unless the Contractor and the Client have made other agreements about this.

Article 10 – Payment

10.1 - Payment by the Client of the amounts owed to the Contractor, without any deduction, discount or settlement in Dutch currency, by deposit or transfer to the bank or giro account indicated on the invoice, within fourteen days after the invoice date, unless otherwise agreed. The day of payment is the day on which the amount due is credited to the Contractor's account.

10.2 - If payment does not take place on the date referred to in paragraph 1, or if no payment takes place at the agreed time, the Client will be in default by operation of law and will owe interest of 2% per month from that time.

10.3 - All extrajudicial costs that the Contractor incurs in connection with the collection of a claim against the Client are at the expense of the Client, which costs are set at 15% of the unpaid amounts with a minimum of € 250.00.

10.4 - All costs incurred by the Contractor in connection with legal proceedings against the Client shall be borne by the Client, also insofar as these costs exceed the legal costs of the costs, unless the Contractor is ordered to pay the costs as the losing party.

10.5 - In the case of a joint Assignment, Clients are jointly and severally liable for the payment of the invoice amount and the due interest (s) and costs, insofar as the work has been performed for the benefit of the joint Clients.

10.6 - The Contractor reserves the right - even during the execution of an assignment, if the financial position or the payment behavior of the Client gives rise to this in the opinion of the Contractor - of the Client to pay full or partial prepayment and / or the provision of security. desire, in the absence of which the Contractor is entitled to suspend the fulfillment of its obligations and all that which the Client owes to the Contractor for whatever reason, shall be immediately due and payable.

Article 11 - Complaints

11.1 - A complaint regarding work performed and / or the invoice amount must be made on pain of forfeiture of all claims within 30 days after completion of the work in question or within 30 days of the date of dispatch of the invoice, or, if the Client demonstrates that he / she defect could not reasonably have discovered within 8 days after the discovery of the defect, to be made known in writing to the Contractor.

11.2 - A complaint does not suspend the payment obligation of the Client.

11.3 - In the case of a correctly communicated complaint, the Contractor has the choice between adjusting the fee charged, improving or relinquishing the relevant work free of charge, or completely or partially

(no longer) carrying out the assignment for a refund of Client already paid fee in proportion.

Article 12 - Liability

12.1 - The Contractor is only liable towards the Client for damage that is the direct result of a (coherent series of) attributable shortcoming (s) in the performance of the Assignment. This liability is limited to the amount that is paid out in accordance with the liability insurer of the Contractor for the relevant case, plus the excess that may be borne by the Contractor under the insurance policy.

12.2 - If the insurance does not pay out or the damage is not covered by the insurance, the liability is limited to the net (partial) invoice value of the delivery or service provided, but in any case, up to a maximum amount of € 10,000 (in words: ten thousand euros).

12.3 - Contractor shall in no case be liable for indirect damage suffered by the Client, including consequential damage, lost profit, missed savings and damage due to business stagnation.

12.4 - The client is obliged to take measures to mitigate harm.

12.5 - The liability limitations set out in this article are also stipulated for the benefit of third parties engaged by the Contractor, who therefore have a direct appeal to these liability limitations.

12.6 - The Contractor is not responsible for the correct and complete transfer of the contents of a sent e-mail, nor for the timely receipt thereof.

12.7 - The Client indemnifies the Contractor against claims by third parties regarding intellectual property rights on materials or data provided by the Client that are used in the execution of the agreement.

12.8 - If the Client provides the Contractor with information carriers, electronic files or software etc., the Client indemnifies the Contractor against damage caused by viruses and defects.

12.9 - The Client indemnifies the Contractor against third-party claims for damage caused by the Client providing incorrect or incomplete data and information to the Contractor.

12.10 - The Client indemnifies the Contractor against all claims from third parties - including shareholders, directors, supervisory directors and staff of the Client, as well as affiliated legal entities and companies and others who are involved in the organization of the Client - arising from or in connection with the activities from the Contractor for the benefit of the Client.

Article 13 - Expiry period

Unless otherwise provided in these general terms and conditions, the Client's right of action on any account whatsoever will lapse in respect of the Contractor in connection with the performance of work by the Contractor in any event after one year after the moment at which the Client became aware or could reasonably have been aware of the existence of these rights.

Article 14 - Cancellation and cancellation

14.1 - Both parties can terminate the Agreement in writing at any time with due observance of a notice period of 2 months.

14.2 - If the notice period is not or not fully observed due to loss of turnover on the (remaining) notice period, unless there are facts and circumstances underlying the termination that can only be attributed to the contractor. In addition, the Client is then obliged to pay the invoices for work done up to that time. The preliminary results of the work carried out up to that time will therefore be made available to the Client with reservation.

14.3 - If the Agreement is terminated prematurely by the Contractor, the Contractor will, in consultation with the Client, ensure the transfer of work still to be performed to third parties, unless there are facts and circumstances underlying the termination that can be attributed to the Client.

14.4 - If the transfer of the work involves extra costs for the Contractor, these will be charged to the Client.

14.5 - If an Assignment with an agreed fixed Assignment Price is canceled by the Client, the Contractor is entitled to 100% of the agreed Assignment Price.

Article 15 - Suspension and dissolution

15.1 - The Contractor is entitled to suspend the fulfillment of the obligation or to dissolve the Agreement if the Client does not or not fully comply with the obligations under the Agreement.

15.2 - The Contractor is furthermore entitled to terminate the Contract (or have it dissolved) if circumstances arise which are of such a nature that compliance with the Agreement cannot be expected or, according to standards of reasonableness and fairness, or if circumstances arise nature that unaltered maintenance of the Agreement cannot reasonably be expected.

15.3 - If the Agreement is dissolved, the Contractor's claims against the Client will be immediately due and payable. If the Contractor suspends fulfillment of the obligations, he will retain his rights under the law and the Agreement

15.4 - The Contractor always reserves the right to claim compensation.

Article 16 - Return of goods made available

If the Contractor has made goods available to the Client during the execution of the Agreement, the Client shall at the first request of the Contractor be obliged to return the delivered goods within 8 days in their original state, free of defects and in full. If the Client does not comply with this obligation, all resulting costs will be for his account.

Article 17 - Other provisions

17.1 - If the Contractor carries out work at the Client's location, the Client shall ensure a suitable workplace that complies with the statutory occupational health and safety standards and with other applicable regulations regarding working conditions. The Client must ensure that in that case the Contractor is provided with office, meeting and / or classroom space and other facilities that, in the opinion of the Contractor, are necessary or useful to execute the Agreement and that satisfy all of them. (legal requirements. With regard to available (computer) facilities, the Client is obliged to ensure continuity, among other things through adequate back-up, security and virus control procedures. The Contractor will apply virus control procedures when the Contractor uses the facilities of the Client.

17.2 - The Client shall not hire or approach any employees involved in the execution of the work in order to enter the Employer, whether temporarily or indirectly, directly or indirectly, or directly or indirectly for the benefit of the Client, whether or not in paid employment, activities to perform during the term of the Agreement or any extension thereof and during the 12 months thereafter.

17.3 - These general terms and conditions are both available in the Dutch language and the English language. In case of a dispute over the content or scope of these general terms and conditions the version in the Dutch language shall prevail.

Article 18 - Choice of law and forum

18.1 - All Contracts entered into by Contractor, all agreements resulting from it, the establishment, execution and interpretation of these agreements and all actions performed by Contractor are governed exclusively by Dutch law.

18.2 - Disputes which are not part of the competence of the sub district court judge shall be submitted to the competent court in the place where the Contractor is established.

18.3 - Contrary to the provisions of the previous paragraph, the Client and the Contractor may opt for a different method of dispute resolution.