

## General Terms and Conditions Migrantic, Tax & Immigration Lawyers May 2018

### 1. Applicability

1.1. These general terms and conditions apply to all assignments commissioned to the cost sharing partnership **Migrantic, Tax & Immigration Lawyers** ("MIGRANTIC"), a partnership established under the laws of the Netherlands, as well as to the legal relationships arising from or in connection with such work. MIGRANTIC is registered with the Chamber of Commerce

1.2 the partners of MIGRANTIC are: the limited liability company Mr. L. van Baal Belastingadviseur B.V./**Van Baal Tax Services**, registered with the Chamber of Commerce under number 27148712, represented by Leon van Baal, for the tax advisory and tax compliance services and **Legal Crossing** registered with the Chamber of Commerce under number 64677613, represented by Hélène Jonker, for the immigration legal advisory and compliance services. Assignments of MIGRANTIC are assignments of these partners of MIGRANTIC.

1.3. The provisions of these general terms and conditions are not only stipulated for MIGRANTIC, its partners, directors of the partners, shareholders, stakeholders and employees. Also former directors, former shareholders and former employees, as well as the heirs of these people and also all persons involved by MIGRANTIC in the execution of the assignment, such as third parties engaged, may invoke these general terms and conditions.

### 2. Assignment

2.1. Assignments will be performed by the partners of MIGRANTIC as good contractors. The partners of MIGRANTIC shall perform the activities to the best of their abilities but do not, however, guarantee the achievement of any intended results. The partners of MIGRANTIC shall determine in what manner and by which person(s) the assignment shall be performed, thereby taking into account, as much as possible, any wishes expressed by Client.

2.2. All assignments are exclusively accepted and carried out by the partners of MIGRANTIC. Articles 7:404 (which relates to the situation where it is the client's intention that an assignment shall be carried out by a specific person) and 7:407 sub 2 (which imposes a joint and several liability where an instruction is given to two or more persons) of the Dutch Civil Code shall not be applicable.

2.3. The assignment shall be executed exclusively for the benefit of the client. Third parties, not being third parties engaged by MIGRANTIC in the sense of article 3, cannot derive any rights from the substance of the work and/or the advice provided. Likewise, the client may not use or rely on the advice in a different situation or for any purpose other than as provided for by the partners of MIGRANTIC.

2.4. The client is liable for the accuracy and completeness of the information provided by him to the partners of MIGRANTIC. The partners of Migrantic shall only be obliged to perform or to continue to perform the assignment if and when client has supplied them with all requested data and information in the form and manner indicated by MIGRANTIC. Any additional costs incurred due to the failure of Client to promptly and properly supply the requested data or information promptly and properly shall be borne by Client. The client shall inform the

partners of Migrantic forthwith of any facts and circumstances which may be of importance with regard to the performance of the assignment.

**2.5** Advice in relation to a particular matter only relates to Dutch law. Any statement made by the partners of MIGRANTIC concerning the law of other jurisdictions is solely for informational purposes based on common knowledge and does not constitute legal advice for which MIGRANTIC is liable. Where necessary, the partners of MIGRANTIC may assist in seeking legal expertise relating to other jurisdictions.

**2.6** Continuing client instructions will amount to the acceptance of these terms and conditions. These general terms and conditions may be accepted by the client by any modern means of communication, including e-mail.

**2.7** The Assignment is performed with due observance of the applicable (professional) regulations and that which is required by or pursuant to the law. The client shall always and fully cooperate with the obligations arising from this for MIGRANTIC.

**2.8** The Client is aware that the MIGRANTIC, on the basis of the Act on the Prevention of Money Laundering and the Financing of Terrorism (Wwft):

- a) may be required to conduct an investigation into the identity of the client and / or client;
- b) may be required to report certain transactions to the authorities appointed by the government.

**2.9** Under (professional) regulations is understood in any case the Rules of Professional Conduct of the Dutch Association of Tax Advisers (NOB) with respect to assignments with Van Baal Tax Services.

**2.10** MIGRANTIC excludes all liability for damage that arises as a result of MIGRANTIC 's compliance with the applicable laws and (professional) regulations.

**2.11** The MIGRANTIC will keep an electronic work file for the Assignment containing scans of relevant documents, which is the property of the MIGRANTIC.

**2.12** During the execution of the Assignment, the client and MIGRANTIC will be able to communicate with each by means of electronic mail. The client and MIGRANTIC are not liable towards each other for damage resulting from the use of electronic mail. Both the client and MIGRANTIC will do what can reasonably be expected to prevent risks such as spreading viruses and deformation.

**2.13** In case of doubt concerning the content and / or sending of electronic mail, the data extracts from the computer systems of MIGRANTIC are decisive.

### **3. Engaging third parties**

**3.1.** On behalf of the client MIGRANTIC or its partners are entitled to engage third parties insofar as MIGRANTIC or its partners deem it necessary for the proper execution of the assignment. MIGRANTIC or its partners shall consult the client in advance as much as possible with respect to engaging third parties and MIGRANTIC and its partners shall observe due care in the selection of third parties.

**3.2.** The third party shall be deemed to be acting independently. MIGRANTIC and its partners shall not be liable for any shortcoming caused by the third party. The applicability of article 6:76 of the Dutch Civil Code is expressly excluded. The client indemnifies MIGRANTIC and its partners against all claims of third parties engaged by MIGRANTIC or its partners who claim to have been harmed by the actions of the client.

3.3 MIGRANTIC shall not be liable to pay any fees or expenses charged by the third party. The client shall reimburse MIGRANTIC in full if MIGRANTIC pays a third party of behalf of the client.

3.4 During the execution of the assignment, the third party, MIGRANTIC and client will be able to communicate with each other by means of electronic mail and are allowed to share information via e-mail with each other. The third party, MIGRANTIC and client are not liable towards each other for damage from the use of electronic mail. All e-mail, data, audio, fax and telephone communications are unencoded unless the client requests otherwise in writing in advance.

## 4. Fees and payment

4.1 Invoices will be raised by Legal Crossing for the immigration legal advisory work and immigration compliance services and by Mr. L. van Baal Belastingadviseur B.V./Van Baal Tax Services for the tax advisory and tax compliance services. Payment of the invoices to these entities will fully discharge payment.

4.2 Unless otherwise agreed, fees are calculated based on the nature and scope of the matter, as well as the time expended on the matter. Our fees are primarily based on time spent dealing with a matter including meetings with the client; any time spent travelling, considering, preparing and working on papers; correspondence and making and receiving telephone calls.

4.3 The rates take into account a number of factors which include the complexity of the issue, the speed at which action needs to be taken and the expertise or specialist knowledge which the case requires. Accordingly, the rate may be increased if, for example, the matter becomes more complex than expected. If the scope of work changes, a revised fee arrangement will be discussed with the client.

4.4 Any fees quoted are exclusive of VAT which will be added where appropriate.

4.5 Unless otherwise agreed, invoices are payable within fourteen days of the invoice date. In the event the client fails to make timely payment, MIGRANTIC reserves the right, after giving notice to the client, to cease performing any further work for the client and to cease acting on the matter.

4.6 If the client has any queries about an invoice, the client must contact the responsible partner within five working days.

4.7 The partners are entitled to charge the client in advance. Deduction shall be made for the advance payment in the regular invoices.

4.8 Payment shall be made in Euros, without any deduction, discount or set-off, by deposit in or transfer to the bank account stated on the invoice, within fourteen (14) days of the invoice date, failing which client shall be in default.

4.9 All extra-judicial costs incurred by the partners of Migrantic in connection with the collection of any amounts owed by client shall be borne by client.

## 5. Data

5.1. All information, data and documents provided by the client to MIGRANTIC and its partners in order for MIGRANTIC and its partners to perform the assignment and which reasonably have to be regarded as confidential and secret shall be treated as such by MIGRANTIC and its partners.

5.2. As a consequence of applicable regulations, including the Act on Prevention of Money Laundering and Financing of Terrorism (In Dutch “*Wet ter voorkoming van witwassen en financieren van terrorisme*”), under certain circumstances MIGRANTIC and/or its partners are obliged, without informing the client in this regard, to report unusual transactions to the authorities.

5.3. By commissioning an assignment to MIGRANTIC and therefore to its partners, the client confirms to be familiar with the obligation as defined in article 5.2 and that MIGRANTIC and its partners in no way can and/or will be held liable for any damages resulting from MIGRANTIC’s and its partners compliance with the obligations imposed to MIGRANTIC and its partners. The client will indemnify MIGRANTIC and its partners against all claims of third parties who claim to have been harmed resulting from MIGRANTIC’s and its partners compliance with the obligation as defined in article 5.2.

5.4. Under conditions of confidentiality, the client consents that client data known at MIGRANTIC and its partners may be shared with third parties within the meaning of Article 3.

5.5 The partners of Migrantic are authorised to remove and destroy files and the documents contained therein from its archives without notice, in the event 8 years or more have elapsed after the relevant case, has been closed.

## 6. Communication

6.1. All e-mail, data, audio, fax and telephone communications are unencoded unless the client explicitly requests otherwise in writing in advance.

6.2. MIGRANTIC, its partners and the client are not liable to each other for damage possibly caused by using audio and/or data transmissions by telephone, fax, e-mail or other (electronic) means, such as interception, distortion, delays and viruses.

## 7. Termination

7.1 The client may withdraw instructions at any time by written notice to the MIGRANTIC partners.

7.2 The partners of MIGRANTIC will only stop acting for the client if there is good reason, for example, if interim bills are not paid or if the client fails to give proper instructions or if the instructions conflict with the rules of professional conduct.

7.3 If the client or the partners of MIGRANTIC decide to terminate the client relationship, the client will be responsible to pay outstanding fees, expenses, disbursements and VAT (including those not yet billed) to the date of termination. Cancellation fees will be requested.

## 8. Liability

8.1. The partners of MIGRANTIC have taken out a professional liability insurance. Any liability in connection with the execution of an assignment or otherwise will be addressed to the applicable partner of MIGRANTIC (Van Baal Tax Services for tax matters and Legal Crossing for immigration matters) and will be limited to the insured amount under the applicable insurance policy in the matter concerned under the applicable policy terms and conditions of that partner. It is expressly acknowledged that MIGRANTIC is a *maatschap*; a partnership under Dutch law without joint and several liability of the partners. Clients may therefore not hold other partners of MIGRANTIC liable for advice, actions and/or neglect of one specific partner. For example, in case of a combined and co-signed immigration and tax

advice, liability for tax advice, if any, should be borne by Van Baal Tax Services whereas any liability for immigration advice should be borne by Legal Crossing.

Information concerning the professional liability insurance will be made available upon request.

**8.2.** If and insofar, for whatsoever reason, no or partial payment is to be made under the professional liability insurance as under paragraph 8.1 and the partner(s) of MIGRANTIC may nevertheless be obliged to compensate for (uninsured) damages, then the compensation shall always be limited to an amount equal to two times the fee that the matter concerned is invoiced in the twelve months prior to the event which created the liability, with a maximum of € 10,000.

**8.3.** A claim for damages expires in any case where MIGRANTIC and its applicable partner was not notified thereof in writing within three months after the client became aware or could reasonably have known of the event or omission which caused the damage.

**8.4.** Especially articles 2.4, 3.2, 5.2 and 5.3 remain valid and fully effective.

**8.5** The Client is obliged to hold the MIGRANTIC harmless and to indemnify it against all third-party claims - including the 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 of the MIGRANTIC for the benefit of the Client, except insofar as these claims are the result of intent or gross negligence on the part of the MIGRANTIC.

## **9 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 MIGRANTIC in connection with the performance of work by the MIGRANTIC in any event after three Months after the moment at which the Client became aware or could reasonably have been aware of the existence of these rights.

## **Article 10 - Personal Data and the General Data Protection Regulation**

**10.1** The client shall comply with the General Data Protection Regulation and other applicable laws and regulations in the area of the protection of personal data when providing and making personal data available to MIGRANTIC.

**10.2** In the performance of the assignment, MIGRANTIC will observe the General Data Protection Regulation and other applicable laws and regulations relating to the protection of personal data and will only process the personal data obtained insofar as this is not incompatible with the purpose for which the personal data are obtained.

**10.3** If necessary, the Client and MIGRANTIC will conclude a processing agreement.

**10.4** MIGRANTIC will take appropriate technical and organizational measures to protect the personal data against destruction, loss and unauthorized access.

**10.5** The client agrees that the MIGRANTIC may work with sub-contractors and works with third parties such as ICT service providers and suppliers of administrative tools for the purpose of providing services and optimizing them and in that respect shares personal data with these third parties. In accordance with the provisions of the General Data Protection Regulation, the MIGRANTIC will enter into a processing agreement with the (sub) processors it has engaged.

**11. Amendments to the terms and conditions**

These general terms and conditions may be amended from time to time. The most recent version is available on the website ([www.migrantic.com](http://www.migrantic.com)). Amendments to the terms and conditions shall only apply to services and complaints commencing after the date on which the amended version is published on the website.

**12. Validity, governing Law and competent court**

**12.1.** If, at any time, any provision of these general terms and conditions is or becomes illegal, invalid or unenforceable in any respect, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision shall in any way be affected or impaired thereby.

**12.2** The relationship between MIGRANTIC, its partners and the client are governed by Dutch law.

**12.3.** Any disputes between MIGRANTIC, its partners and their clients shall be submitted to the exclusive jurisdiction of the district court of the Hague.