

**Agreement to act as Fiscal Representative with a Limited licence –
Top Group International B.V.**

Between,

Name:
Address:
Zip code, place:
Country:
Registration number Trade Register¹:
VAT-ID number / TAX number:

and,

Name: **Top Group International B.V.**, 'Fiscal Representative'
Address: Bossekamp 2
Zip code, place: 5301 LZ Zaltbommel
Country: The Netherlands
Registration number Trade Register: 2431 9943

Start-date of this agreement: _____

Parties hereby declare that they have agreed as follows:

Foreign Importer / Power of Attorney:

The Foreign Importer hereby states to be a foreign enterprise without permanent establishment in the Netherlands whose activities involve dealing with Dutch turnover tax. The Foreign Importer hereby designates the Fiscal Representative to carry out the operations and activities prescribed pursuant to the 'Wet op de Omzetbelasting 1968' [Turnover Tax Act 1968] and associated legislation and regulations concerning consignments of goods brought in by/on behalf of Foreign Importer or intended for Foreign Importer.

The Foreign Importer gives Power of Attorney to the Fiscal Representative, according to article 33a of the 'Turnover Tax Act 1968', to act as Fiscal Representative with a limited licence.

Fiscal Representative:

The Fiscal Representative declares to act as Fiscal Representative with a limited licence on behalf of the Foreign Importer regarding all VAT taxable transactions in the Netherlands.

Article 1. GENERAL CONDITIONS

- 1.1 Use of the VAT identification number of Fiscal Representative by Foreign Importer shall only be permitted to the extent that such ensues from the present contract and is necessary in order to meet legal obligations.
- 1.2 The Fiscal Representative shall only use Foreign Importer's documents, information and data for operations / activities ensuing from the present contract. Fiscal Representative shall not make such documents, information or data available to third parties, unless such ensues from the present contract or be required in order to achieve an accurate tax levy or ensues from a legal obligation.
- 1.3 Barring deviations / supplementary rulings in the present contract, the '**Dutch Forwarding Conditions**' shall apply to the relationship between parties. The latest version of the Dutch Forwarding Conditions at the time such operations/activities are performed shall apply.²
- 1.4 The following **appendices** constitute part of this contract:
- annex a)** Recent copy of registration in the trade register of the Foreign Importer.
annex b) Dutch forwarding conditions, latest version.
annex c) Working instructions, required information and documents per type of transaction.

¹ Annex a : Recent copy of the registration in the trade register of the Foreign Importer

² Annex b: The Dutch forwarding conditions. These are also available at www.fenex.nl under downloads.

Article 2. DESCRIPTION / NATURE OF AGREED ACTIVITIES

- 2.1 Fiscal Representative shall act on behalf of Foreign Importer in respect of all obligations ensuing from Dutch regulations concerning Fiscal Representation with a limited licence.
- 2.2 Fiscal Representative shall carry out the following activities on behalf of / for the benefit of Foreign Importer:
- Periodical VAT declaration under the VAT identification number allocated to Fiscal Representative.
 - Monthly report of intra-Community supplies.
 - CBS / Intrastat report.
- 2.3 In his declaration of intra-Community supplies to acquiring parties registered for turnover tax, Fiscal Representative shall, wherever possible on the basis of the invoice supplied or other documents, information and data, apply the zero rate tariff. If so requested by Foreign Importer in writing, Fiscal Representative shall periodically verify the VAT identification number of the intra-Community acquiring party with the tax authorities.
- 2.4 Without prejudice to the foregoing, Fiscal Representative is subject to the following legal obligations:
- If so required, supply information to the tax authorities.
 - Keep proper records in order to show in the case of audits that correct tax levy has taken place.

Article 3. RIGHTS ACCRUING TO FISCAL REPRESENTATIVE

- 3.1 For all operations / activities and formalities relating to the agreement, if Fiscal Representative should have any doubts concerning the correct application of the VAT rate (including the zero rate tariff) / transfer of turnover tax, he shall be entitled to file the VAT declaration or amend a VAT declaration already filed, applying the valid rates for turnover tax.³
- 3.2 Fiscal Representative shall retain the right to suspend operations and activities until the amount due within the framework of the present agreement or the relevant conditions has been settled. In the case that operations and/or activities should be suspended, Fiscal Representative shall inform Foreign Importer accordingly.

Article 4. OBLIGATIONS FOREIGN IMPORTER

The Foreign Importer shall be obliged to:

- 4.1 provide Fiscal Representative with all required documents, information and data - also per individual consignment/transaction - required pursuant to the relevant regulations and under the present Agreement, in conformity with Appendix C. Foreign Importer shall guarantee the accuracy of said documents, information and data;
- 4.2 make all efforts required in connection with the application of Article 3.1, such upon first request by Fiscal Representative;
- 4.3 hold Fiscal Representative indemnified against claims by third parties in connection with failure on the part of Foreign Importer and his contractual parties to meet any obligations that may exist under the present Agreement and/or relevant general conditions, including the provision of correct VAT identification numbers and correct documents, information and data;
- 4.4 reimburse / pay Fiscal Representative at all times upon first request for any amounts to be levied or additionally demanded by any authority in connection with the present agreement, as well as any fines imposed and interest due;
- 4.5 Foreign Importer shall be liable for any damages resulting from failure by Foreign Importer and/or his contractual parties to meet any obligations existing pursuant to the present agreement and/or relevant general conditions, including the provision of accurate VAT identification numbers and correct documents, information and data.
- 4.6 The Foreign Importer is obliged to provide a security to the Tax Authorities. This guarantee is required to get the licence for fiscal representation, with VAT-ID registration for the Foreign Importer.

³ Ref. to Article 4.2.

Article 5 SECURITY

- 5.1 In conformity with the Dutch Forwarding Conditions, Foreign Importer has the obligation to provide sufficient security upon first request of Fiscal Representative.
- 5.2 Upon commencement of fiscal representation, Foreign Importer has the obligation to provide a bank guarantee - the nature and content of which shall be considered adequate by Fiscal Representative - to cover anything that may ensue from the present agreement.

Article 6 DURATION / TERMINATION AGREEMENT

- 6.1 This agreement has been entered into for an indefinite period. The agreement may be terminated with due observance of a period of notice of 3 months.
- 6.2 The agreement shall be terminated by written notice by registered letter.
- 6.3 Either party may terminate the agreement prematurely by means of dissolution with immediate effect, without consequences and without intervention by the courts/arbitration, provided:
- a) other party to the contract, after written notice of default, does not fulfil its obligations as recorded in the present agreement, or;
 - b) it is proven that Fiscal Representative evidently is not able to act in that capacity.
- 6.4 Upon termination and dissolution of the agreement, all claims - including future claims - by Fiscal Representative ensuing from the operations and activities carried out by Fiscal Representative within the framework of the present agreement, shall be immediately and fully due and payable.
- 6.5 The provisions of this agreement will continue to apply after termination of the agreement, to the extent that such shall be relevant in connection with amounts to be levied or additionally demanded by any authority, meeting obligations to any authority or any other payments.

Article 7 INVALID PROVISION / AMENDMENTS BY THE STATE

- 7.1 If one or more individual provision(s) of this Agreement should be null and void or be annulled, this shall not affect the validity of the remaining provisions hereof.
- 7.2 In the event that stipulations of the agreement should prove null and void / subject to annulment, or if this contract should need to be amended due to changes in legislation / regulations, Fiscal Representative shall retain the right to terminate this contract without consequences or, in consultation, to amend the stipulation into a valid version without prejudice to the other provisions.

