

Handleiding Regelgeving Accountancy

Engelstalige voorbeeldteksten

INHOUD

Deze pdf bevat de volgende Engelstalige voorbeeldbrieven van sectie I, deel 3 HRA:

INHOUD	1
1. Opdrachtbevestiging	3
1.1.1 Voorbeeld van een uitgebreide opdrachtbevestiging voor een controle (Nederlandse Standaard 210, par. 6 t/m 12)	4
N.B.: Dit voorbeeld van een opdrachtbevestiging voor een controle is gebaseerd op de tekst van de Nederlandse Standaard 210, "Het overeenkomen van de voorwaarden van controleopdrachten" en verwijst naar de Algemene Voorwaarden. Afhankelijk van de concrete omstandigheden kunnen elementen in de brief worden toegevoegd, weggelaten en/of anders worden geformuleerd.	4
1.2 Voorbeeld van een opdrachtbevestiging voor een beoordeling van een jaarrekening	12
N.B.: Dit voorbeeld van een opdrachtbevestiging voor een beoordeling is gebaseerd op de tekst uit de Nederlandse Standaard 2400, "Opdrachten tot het beoordelen van financiële overzichten" en verwijst naar de Algemene Voorwaarden. Afhankelijk van de concrete omstandigheden kunnen elementen in de brief worden toegevoegd, weggelaten en/of anders worden geformuleerd.	12
1.3 Voorbeeld van een opdrachtbevestiging voor het verrichten van overeengekomen specifieke werkzaamheden met betrekking tot financiële informatie	16
1.4 Voorbeeld van een opdrachtbevestiging voor een samenstellingsopdracht	19
1.5 Voorbeeld van een opdrachtbevestiging voor een assurance-opdracht	22
1.6 Voorbeeld van een opdrachtbevestiging voor het onderzoeken van toekomstgerichte financiële informatie	27
2. Schriftelijke bevestiging bij de jaarrekening	31
2.1 Schriftelijke bevestiging bij de jaarrekening (controleopdracht)	32
2.2 Schriftelijke bevestiging bij de jaarrekening (beoordelingsopdracht)	35
2.3 Schriftelijke bevestiging bij de jaarrekening (samenstellingsopdracht)	38
3. Toestemming openbaarmaking controleverklaring	40
3.1 Toestemmingsbrief openbaarmaking controleverklaring op briefpapier accountantspraktijk in door cliënt opgestelde jaarstukken	41
3.2 Toestemmingsbrief openbaarmaking controleverklaring op papier cliënt in door cliënt opgestelde jaarstukken	43
3.2A Toestemmingsbrief openbaarmaking controleverklaring op papier cliënt in door cliënt opgestelde jaarstukken – OOB	45
3.3 Toestemmingsbrief openbaarmaking controleverklaring in door accountantspraktijk opgestelde jaarstukken	47
4 Vrijwaringsbrieven inzake dossierreviews bij due diligence opdrachten/emissies	49

<i>4.1 Brief Accountant Verkoper aan zijn cliënt Verkoper BV indien sprake is van een controleopdracht</i>	<i>50</i>
<i>4.2 Brief Accountant Verkoper aan Accountant Koper indien sprake is van een controleopdracht</i>	<i>51</i>
<i>4.3 Brief Accountant Verkoper aan Koper BV indien sprake is van een controleopdracht</i>	<i>53</i>
<i>4.4 Brief Accountant Verkoper aan zijn cliënt Verkoper BV indien sprake is van een beoordelingsopdracht</i>	<i>55</i>
<i>4.5 Brief Accountant Verkoper aan Accountant Koper indien sprake is van een beoordelingsopdracht</i>	<i>56</i>
<i>4.6 Brief Accountant Verkoper aan Koper BV indien sprake is van een beoordelingsopdracht</i>	<i>58</i>
<i>4.7 Brief Accountant Verkoper aan zijn cliënt Verkoper BV indien sprake is van een samenstellingsopdracht</i>	<i>60</i>
<i>4.8 Brief Accountant Verkoper aan Accountant Koper indien sprake is van een samenstellingsopdracht</i>	<i>61</i>
<i>4.9 Brief Accountant Verkoper aan Koper BV indien sprake is van een samenstellingsopdracht</i>	<i>63</i>
5. Toestemmingsbrief in verband met een prospectus	65
<i>5.4 Toestemmingsbrief in verband met een prospectus</i>	<i>66</i>
6. Betrokkenheid accountant bij inbrengtransacties	67
<i>6.1.1 Opdrachtbevestiging inzake betrokkenheid accountant bij inbrengtransacties</i>	<i>68</i>
<i>6.1.2 Opdrachtbevestiging inzake betrokkenheid accountant bij Nachgründung</i>	<i>71</i>
<i>6.2.1 Bevestigingsbrief van de oprichters/bestuurders bij inbrengtransacties</i>	<i>74</i>
<i>6.2.2 Bevestigingsbrief van de bestuurders bij Nachgründung</i>	<i>75</i>
7. Toegang tot relevante informatie opvolgende accountant	76
<i>7.1 Verzoek van opvolgende accountant om toegang te verlenen tot relevante informatie</i>	<i>77</i>

Disclaimer

De NBA heeft zich ten doel gesteld voor een zo betrouwbaar mogelijke uitgave te zorgen. Niettemin is de NBA niet aansprakelijk voor onjuistheden die eventueel in deze uitgave voorkomen.

1. Opdrachtbevestiging

1.1.1 Voorbeeld van een uitgebreide opdrachtbevestiging voor een controle (Nederlandse Standaard 210, par. 6 t/m 12)

N.B.: Dit voorbeeld van een opdrachtbevestiging voor een controle is gebaseerd op de tekst van de Nederlandse Standaard 210, "Het overeenkomen van de voorwaarden van controleopdrachten" en verwijst naar de Algemene Voorwaarden. Afhankelijk van de concrete omstandigheden kunnen elementen in de brief worden toegevoegd, weggelaten en/of anders worden geformuleerd.

Bijzondere aandacht moet worden gegeven aan de partij die de opdracht verstrekt. Op basis van de onafhankelijkheidsvoorschriften zal de controleopdracht primair door de algemene vergadering, daarna de raad van commissarissen en in laatste instantie door het bestuur worden verstrekt. De formele afronding van de opdrachtbevestiging zullen deze organen hebben gedelegeerd aan de directie. Het is dan wel wenselijk dat die brief ter kennisneming van de raad van commissarissen wordt gebracht. Daartoe zou aan het eind van de brief bijvoorbeeld deze zin kunnen worden opgenomen. "We kindly request you to provide the Supervisory Board with a copy of this letter for information purposes" of "At your request, we have sent a copy of this letter to ...".

Deze voorbeeldbrief pretendeert niet alle mogelijke relevante onderwerpen te omvatten. In alle gevallen zal de voorbeeldtekst in overeenstemming moeten worden gebracht met de specifieke situatie. Eventuele niet in Algemene Voorwaarden opgenomen aansprakelijkheidsregelingen zullen van geval tot geval specifiek moeten worden geredigeerd. Zo nodig zal over de brief moeten worden overlegd met een jurist.

Dear members of the supervisory board//management board of [Naam Vennootschap],

In accordance with the decision made by the general meeting //supervisory board//management board of [Naam Entiteit(en)] ("the Company") at its//your meeting of [DatumVergadering], you have requested us to audit the financial statements of [Naam Entiteit(en)] for the financial year ending [EindeBoekjaar]. We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

Engagement

We will act as the independent auditor of the Company [Optioneel: in accordance with Section 2:393 of the Dutch Civil Code] for the purpose of determining whether the financial statements give a true and fair view [Optioneel: as prescribed by Section 2:362(1) of the Dutch Civil Code].

The financial statements of the Company comprise the consolidated financial statements and the company financial statements. We will report the results of our audit in an auditor's report on the true and fair view of the financial statements [Optioneel: as defined in Section 2:393(5) of the Dutch Civil Code].

We will also determine whether the financial statements satisfy the requirements specified by or pursuant to Dutch law, whether the management board's report, to the extent we can assess, has been prepared in accordance with Part 9 of Book 2 of the Dutch Civil Code and is consistent with the financial statements, and whether the information required under Sections 2:392(1), (b) to (h), of the Dutch Civil Code has been annexed.

Auditor's responsibility

We will conduct our audit in accordance with Dutch law including the Dutch Standards on Auditing. This requires that we comply with ethical requirements. Upon request, we will send you a copy of the Verordening gedrags- en beroepsregels accountants, which sets out the regulations governing the code of conduct. [Optioneel: Please note that any changes in ... (soort regelgeving: verordeningen, standaarden, anders) could affect our procedures. (Zie ook de NB-tekst bovenaan deze voorbeeldbrief.)]

We are also required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including our assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making

those risk assessments, we consider the internal control relevant to the company's preparation and fair presentation of the financial statements. The purpose of these risk assessments is to design appropriate audit procedures, not to express an opinion on the effectiveness of the company's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Please note that through the use of sample testing and other inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements might not be detected, even though the audit is properly planned and performed in accordance with the Dutch Standards on Auditing.

[Optioneel: Audit for consolidation purposes]

The financial information prepared for consolidation purposes is the responsibility of the company's management. In addition to our statutory audit of the financial statements we will audit this financial information on the instructions of the group auditor. The nature and extent of the audit procedures we perform for consolidation purposes are determined by the group auditor. We will conduct the latter audit in accordance with the instructions of the group auditor [and using the planning materiality he specifies, which is usually larger than that used for the company financial statements]. In accordance with the instructions of the group auditor, we will communicate our findings to him in writing. We will request the company's management board to provide written confirmation of their comments made in the context of our audit of the financial information for consolidation purposes.]

[Optioneel: Audit of subsidiaries in cases where the company acts as ultimate or intermediate holding company]

We will determine the nature and extent of the audit procedures performed by other (foreign) public auditors for consolidation purposes. In addition, we issue written instructions to them, setting out the Standards on Auditing to be applied, as well as the reporting formats and deadlines for submitting reports. We discuss the contents of these instructions with you in advance. We take responsibility for the direction, supervision and performance of the group audit engagement in compliance with professional standards and applicable legal and regulatory requirements, and whether the auditor's report to be issued is appropriate in the circumstances. This is in accordance with the Dutch Standard on Auditing 600 "Special considerations—audits of group financial statements (including the work of component auditors)".]

[Optioneel: Miscellaneous auditor's reports]

Pursuant to certain regulations or agreements [benoemen specifieke (wettelijke) regelingen / overeenkomsten], you have requested us to issue an auditor's report on ... (object van onderzoek, bijvoorbeeld: a project income statement, insured interest statement, payroll summary, etc.). These statements are the responsibility of the company's management. We would like to draw your attention to the fact that the [Benoemen specifieke (wettelijke) regelingen / overeenkomsten] regulation generally requires our audit procedures to be performed to a more detailed level than is usual for the audit of financial statements. We may need to request the Company's management to provide written confirmation of its comments made in the context of our audit on ... (object van onderzoek)]

[Optioneel: Review of interim financial information]

In connection with the audit of the financial statements, we will review the non-audited (consolidated) interim financial information and accompanying information of the Company for the period [Termijn] of the year ending [EindePeriode] before they are published. This review engagement will be conducted in accordance with the Dutch Standard 2410, "Review of interim financial information performed by the independent auditor of the entity". The nature and extent of the procedures to be performed are significantly more limited than those for an audit. Due to the limited extent of the procedures, it is possible that such procedures will not result in the identification of material adjustments that are required to make the interim financial information compliant with the Dutch Accounting Standards Board's Guidelines for annual reporting, or accounting principles generally accepted in the Netherlands/International Financial Reporting Standards as adopted by the European Union. However, we will communicate the results of our procedures to the company's management, including notification of all matters that come to our attention that we consider material adjustments to the interim financial information in order to make the interim financial information compliant with the applicable standards. Our report on the interim financial information is for the sole use of the company.]

Independence

Dutch law, including the 'Wet toezicht accountantsorganisaties (Wta, 'Audit firms supervision act') and Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten (ViO, 'Code of ethics for professional accountants, a regulation with respect to independence')' [**Optioneel:** and the applicable regulations of domestic and foreign stock exchanges regulators, e.g. SEC-regulations,] requires us to be independent of our 'assurance clients'. These regulations include limitations as to the services we may provide to our audit clients.

[Bij een oob of daaraan gelieerde entiteiten op te nemen: Pursuant to Wta and in relation with ViO, an audit firm performing a statutory audit for a public interest entity is not allowed to perform other professional services for that entity and related entities. Section 16 ViO states which services are considered as audit services. The scope of Section 16 ViO also includes services provided by other components of the audit firm's network.]

[Bij een andere entiteit dan een oob of daaraan gelieerde entiteiten op te nemen: The starting point for our service is that we will not participate in decision making processes within your organisation and we will not make decisions on your behalf. In addition, certain types of non-audit services carried out by us or other parts of our network are subject to supplementary conditions and restrictions. If an issue arises, we will discuss the conditions and/or possible restrictions with you.]

If we started with the audit engagement and subsequently identify circumstances that might jeopardise the independent performance of the audit, we may have to suspend the audit engagement immediately. In that case we will seek to find a solution that enables us to continue the audit engagement as soon as possible. If we believe that the situation cannot be resolved, we will possibly need to terminate the audit engagement prematurely.

If the threat arises from a combination of the audit engagement with another engagement related to us or a component of our network and a solution is in our view not possible, it may be necessary to terminate one of the engagements prematurely. We will notify you before we decide to do so. We are not liable for any damage resulting from such a termination.

To continue safeguarding our independence in the most efficient way, we request you to inform us about the legal structure of your company, the names of your direct and indirect shareholders, as well as the names of all other companies, including group companies and affiliates, to which your company is directly or indirectly related, stating which of these companies and shareholders is listed on a recognised stock exchange, or whose shares are marketed under the regulations of a recognised stock exchange or other equivalent body, e.g. a multilateral trading facility. Any change in the composition or structure of your group could cause us to discontinue providing certain services to your company.

If potential threats to our independence arise, we will discuss them with you. Topics to discuss may include:

- Long-term involvement
- Gifts and hospitality
- Business relations
- Working relations (enter into service at the audit client)

[**Optioneel:** We request you to schedule our independence as an item on the agenda of our annual meeting with the company's supervisory body/supervisory board/supervisory committee/audit committee/management].

[**Optioneel: Dutch Corporate Governance Code]**

In performing our audit, we will comply with the principles and best practice provisions regarding the role of the independent auditor, as laid down in the Dutch Corporate Governance Code. The provisions relating to our relationship can mainly be found in sections III and V of the Code. They prescribe, among other things, that we maintain regular contact with the supervisory board and the audit committee about all relevant matters relating to our engagement. Key topics to be discussed are our appointment, our independence, cooperation with the internal auditors and our relationship with the various bodies of the company. Under the provisions of the Code, the audit committee will act as our principal contact if we discover irregularities in the content of the financial reports (best practice provision III.5.5).]

[Optioneel: Using the work of Internal Audit]

In carrying out our work in the context of the services set out in this letter, we may use the work performed by Internal Audit. Agreements will be made with Internal Audit about the joint coordination of the audit planning, the nature and scope of the work to be performed, the report and the documentation. When using the work of Internal Audit, the Dutch Standard on Auditing 610 "Using the Work of Internal Auditing" applies. The Standard requires, among other things, that we evaluate and test relevant work performed by Internal Audit to satisfy ourselves that the work is adequate for our purposes and to establish what work has to be performed by our own professionals. The working papers of Internal Audit, in which work relevant to the audit of the financial statements is documented, must be accessible to us at all times, even after termination of our engagement. This is irrespective of the reasons for and/or method of termination. The Internal Audit working papers will be kept for a minimum of seven years after termination of the work of a given audit year, or longer if we believe it is necessary (for example in the case of threatened or actual civil, criminal or disciplinary proceedings). Partly in view of the developments relating to the auditing profession, including the supervision of auditors by the Netherlands Authority for the Financial Markets (AFM), agreements on documentation are evaluated each year and amended where necessary.]

Management's responsibility

By signing this engagement letter management and, where appropriate, those charged with governance, acknowledge(s) and understand(s) that they have responsibility:

- a) For the preparation and fair presentation of the financial statements and for the preparation of the Management Board's report, both in accordance with Part 9 of Book 2 of the Dutch Civil Code.
[Optioneel: For the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards as adopted by the European Union and with Part 9 of Book 2 of the Dutch Civil Code, and for the preparation of the Management Board report in accordance with Part 9 of Book 2 of the Dutch Civil Code.
- b) For such internal control as [management] determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c) To provide us with:
 - Access to all information of which [management] is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - Additional information that we may request from [management] for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

The company's management should ensure that the rights and obligations of the company and the consolidated companies are adequately disclosed in the financial statements, including the existing rights and obligations that are not recorded by standard accounting procedures. In certain cases, these rights and obligations might be overlooked during an audit. Known and expected events and circumstances must also be adequately disclosed in the financial statements. In connection with the above aspects, we will request the management board to confirm in writing the information provided to us in this context.

We will also request the management board to confirm to us in writing that in its opinion the effect of any unadjusted misstatements in the financial statements, both individually and in aggregate, is immaterial for the financial statements as a whole. A list of these items will be included in the written confirmations or attached to it.

We are confident in receiving the full cooperation from your staff and trust that all reports, documentation and other information necessary for conducting the audit will be made available. **[Optioneel:** Appendix A describes circumstances that could affect the pursued data of completion and fees significantly.]

[Optioneel: Publication of press releases [if applicable]]

When publishing press releases containing information on the annual results, Section 395(2) of Book 2 of the Dutch Civil Code requires the company's management board to state the opinion given in the auditor's report issued on the financial statements, or to explain why an auditor's report is not yet available. Given the overlap between management's responsibility and the procedures we perform as independent auditor, you need to allow us the opportunity to review press releases on annual results prior to their publication and, if necessary, to give our comments and/or suggestions.]

Fraud

The primary responsibility for the prevention and detection of fraud is borne jointly by the supervisory body and the management of the company. The independent auditor is neither responsible nor accountable for the prevention of fraud.

Because of the characteristics of fraud, particularly those involving concealment through collusion and falsified documentation, an audit, even though designed and conducted in accordance with generally accepted auditing standards, might not detect a material fraud.

As our audit is designed to obtain reasonable assurance that the financial statements as a whole are free from material misstatement, whether caused by fraud or error, our audit engagement is not specifically designed to detect fraud. If we detect signs of fraud during the conducting of the audit, we will carry out a supplementary investigation to determine the nature and extent of the fraud in relation to the financial statements, irrespective of the potential extent and nature of the suspected fraud. If we detect signs of fraud – or have a reasonable suspicion of fraud – we will report this to management and/or the supervisory body. **[Optioneel: [[applies to statutory audits]]** If we have a reasonable suspicion of fraud that is material for the financial statements, we will also act in conformity with Section 26(2) of the Wta].

In accordance with the Dutch Standard on Auditing 240 “The auditor’s responsibility to consider fraud in an audit of financial statements” we will request the Company’s management to confirm to us the following points in writing:

- a) management acknowledges its responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud;
- b) management has disclosed to us the results of its assessment of the risk that the financial statements may be materially misstated as the result of fraud;
- c) management has disclosed to us its knowledge of fraud or suspected fraud affecting the entity involving:
 - management;
 - employees who have significant roles in internal control; or
 - others where the fraud could have a material effect on the financial statements; and
- d) management has disclosed to us its knowledge of any allegations of fraud, or suspected fraud, affecting the entity’s financial statements communicated by employees, former employees, analysts, regulators or others.

Compliance with specific laws and regulations

The company’s management and the supervisory body are also responsible for compliance with statutory and other provisions. In general, an audit engagement will not lead to the discovery of all instances of breaches of laws and regulations. Irrespective of its materiality, the discovery of such a breach will result in consideration of the implications pertaining to the integrity of management and/or other employees of the Company and other aspects of our audit.

We will request the company’s management to confirm to us in writing that it has provided all information concerning all actual or possible breaches of laws and regulations of which it is aware and that need to be taken into account when preparing the financial statements.

Report

We will report to you, in accordance with our audit findings, through an auditor’s report **[Optioneel: two separate auditor’s reports, one on the company financial statements and one on the consolidated financial statements]**. Please find attached [an] example[s] of the expected auditor’s report[s]. The form and content of our report may need to be amended in the light of our audit findings.

The auditor’s report is meant to be submitted to the general meeting together with the financial statements for adoption and to be included in the relevant published documents, including the financial statements, annual report and other information. You will provide us with draft versions of such documents prior to publication. Our auditor’s report shall not be made public until we have given our written permission for this.

Our prior written permission is required for each new publication of the financial statements, including publication on the Internet, the publication of a new financial report in which our name appears, as well as its distribution to third parties, and the use of our name in any other document that is published or made

available to third parties. For each of these situations, you will need to provide us with a draft of the document well in advance of its distribution.

The report pursuant to Section 2:393(4) of the Dutch Civil Code is intended for the supervisory board and the management board. It presents the major conclusions from our procedures that we consider essential for the supervisory board and the management board to be aware of. We will organise regular meetings to keep the supervisory board and the management board informed about important matters requiring immediate attention.

If appropriate, we will also prepare a management letter addressed to the boards of the companies concerned setting out any observed significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit and possible improvements, particularly regarding the embedded internal controls.

[Optioneel: Communication with the supervisory body/supervisory board/supervisory committee/audit committee/management on all aspects of our relationship is also a key safeguard for our independence. To this end, we will report to you annually on the following aspects:

- Confirmation of our independence in relation to your company;
- Fees we have charged and will be charging, broken down by audit and other types of service provided by our organisation;
- Details of relationships between your company and our organisation that might affect our independence;
- Gifts and personal expressions of hospitality, received or provided, as far as these have an (estimated) value of more than € 100;
- Other measures to safeguard our independence.]

[Optioneel: Attendance of the auditor at shareholder meetings

In accordance with the Dutch Corporate Governance Code, we can be requested to attend the general meeting (the “meeting”) and to address our audit procedures and auditor’s report on the financial statements during the meeting. In the event of such a request, we would like to meet prior to the Meeting with the chairman of the meeting [and with the chairman of the audit committee and the CFO] to discuss a number of matters in order to understand:

- how the meeting is being prepared;
- the likely content of expected questions;
- the procedure that the chairman of the meeting will follow regarding how questions will be redirected to us.

We would stress that we can only answer questions concerning our audit and auditor’s report on the financial statements. These could concern the objective and scope of the audit, audit approach, tests of the system of internal controls to the extent they are relevant to the audit of the financial statements, performance of the audit procedures, and the content of the auditor’s report. In principle, all other questions concerning the financial statements or the relationship between the company and the auditor should be addressed by the Chairman of the Meeting or referred to a member of the Management Board or the Chairman of the Audit Committee.

Regarding our attendance at the meeting, you relieve us of our duty of confidentiality for the duration of the meeting.

To allow us the opportunity to verify the correct and complete transcription of our responses to the questions posed, we request you to provide us in good time with the draft minutes of the meeting, in case we are quoted in them.]

[Optioneel: Examination of our working papers by supervisory authorities and other bodies

All working papers, reports and other documentation produced by our organization as part of our audit remain the property of our organization. Based on legal or other provisions, we can be compelled to grant access to our working papers and files to third parties, for example supervisory authorities or the Dutch tax authorities [‘FIOD-ECD’]. Furthermore, third parties can request us to provide information or grant access to our working papers and files.

Based on our confidentiality rules we are, in certain cases, required to obtain your written permission for access to our files. If we receive such a request, we will contact you as soon as possible regarding the

conditions under which this request can be accepted and ask for your permission if necessary. For a regular tax audit in relation with the aforementioned matter, the Dutch tax authorities can also request for information or access to working papers and audit files. Initially, such a request will always be communicated to you and/or your legal or tax advisor by the employee of the tax authorities. We believe that it is in the public interest that the tax authorities can rely on the procedures performed as part of the audit of the financial statements to assist them in the tax audits. We will request you for your written permission. In case of a request by the tax authorities we will contact you as soon as possible. If you do not want to provide your written permission, we are obliged, based on our ethical requirements, to assess the reasons for not providing permission.]

Act on the prevention of money laundering and terrorist financing

Under the Act on the prevention of money laundering and terrorist financing ("Wet ter voorkoming van witwassen en financiering terrorisme" - Wwft) we have to carry out a customer due diligence. Furthermore, this act obliges us to report unusual transactions carried out or intended at or by a client to the Financial Intelligence Unit Nederland in Zoetermeer.

Fees

Our fees are based on the time spent by the members of our audit team, plus expenses. Individual hourly rates vary according to the degree of responsibility involved and the experience and skill required. We will issue monthly invoices, based on the progress of the work. Our payment terms are days.

Validity and General Terms and Conditions

This engagement letter will remain valid until the engagement is completed, modified or replaced by a different type of engagement. The services we provide are subject to the General Terms and Conditions, a copy of which is enclosed. By signing and returning this engagement letter you acknowledge receipt and acceptance of the above mentioned General Terms and Conditions.

Electronic communications

- During the execution of the engagement we both can communicate with one another using electronic means.
- We both shall not be liable towards one another for any loss or damage that may be sustained by either or each of us as a result of the use of electronic means of communication, including – but not restricted to – loss or damage due to non-delivery or delayed delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmitting, receiving or processing electronic communication, transmission of viruses and the failure or poor functioning of the telecommunications network or other resources required for electronic communication, unless the loss or damage is the result of wilful misconduct or gross negligence.
- We both will do or omit to do everything that may reasonably be expected of each of us in order to prevent the risks referred to above from occurring.
- The data abstracts from the sender's computer systems shall constitute conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is furnished by the receiver.

[Optioneel: Services

We devote considerable attention to providing proper working conditions for our staff. The quality of a workplace has a direct bearing on the health of the employee concerned, as well as on the prevention of RSI and other work-related illnesses and health complaints. We therefore request that you provide our staff with an adequate working area and other facilities.]

Confirmation

We are very pleased to accept the engagement. Should you require any further information, please do not hesitate to contact us. If you accept the contents of this letter as being correct, please sign and return the enclosed copy as confirmation that it faithfully reflects the matters on which we have agreed.

Yours sincerely,

... (naam accountantspraktijk)

... (naam accountant)

Signed for approval on behalf of ... (Name of company)

By ... (Name and position)

... (Date)

Enclosures:

- General Terms and Conditions
- Example[s] of the expected auditor's report[s]
- Copy of this letter

1.2 Voorbeeld van een opdrachtbevestiging voor een beoordeling van een jaarrekening

N.B.: Dit voorbeeld van een opdrachtbevestiging voor een beoordeling is gebaseerd op de tekst uit de Nederlandse Standaard 2400, "Opdrachten tot het beoordelen van financiële overzichten" en verwijst naar de Algemene Voorwaarden. Afhankelijk van de concrete omstandigheden kunnen elementen in de brief worden toegevoegd, weggelaten en/of anders worden geformuleerd.

Deze voorbeeldbrief pretendeert niet alle mogelijke relevante onderwerpen te omvatten. In alle gevallen zal de voorbeeldtekst in overeenstemming moeten worden gebracht met de specifieke situatie. Eventuele niet in Algemene Voorwaarden opgenomen aansprakelijkheidsregelingen zullen van geval tot geval specifiek moeten worden geredigeerd. Zo nodig zal over de brief moeten worden overlegd met een jurist.

Dear members of the management board (of andere geschikte vertegenwoordigers van de cliënt die de accountant opdracht heeft gegeven) of [naam vennootschap],

You have engaged us to review the financial statements 201X (or "for the year ended June 30 201X" fiscal year not coinciding with calendar year) of ... (naam vennootschap). In order to prevent any misunderstanding we confirm the terms and the objective of our engagement, as well as the nature and the limitations of the services that we will provide.

Engagement

We will review the financial statements 201X (or "for the year ended June 30 201X" fiscal year not coinciding with calendar year) of ... (naam vennootschap). Please note the review engagement cannot substitute an audit engagement that would be required by law or statute. For the same reason, the review report cannot be included in the "Other Information" with the financial statements.

Accountant's responsibility

We will conduct this engagement in accordance with Dutch law, including the Dutch Standard 2400, "Engagements to review financial statements". This requires that we comply with ethical requirements¹. **[Optioneel:** Please note that any changes in ... (soort regelgeving: verordeningen, standaarden, anders) could affect our procedures. (Zie ook de NB-tekst bovenaan deze voorbeeldbrief.)]

We are also required to plan and perform our review to enable us to conclude whether anything has come to our attention that causes us to believe that the financial statements are not, in all material respects, prepared in accordance with the applicable financial reporting framework.

A review engagement in accordance with the Dutch Standard 2400 is a limited assurance engagement. The procedures to be performed consist primarily of making inquiries of management and others within the entity, as appropriate, applying analytical procedures and evaluating the evidence obtained.

Due to the nature and extent of our work this engagement will only result in limited assurance as to the fair presentation of the financial statements. This level of assurance is less than the reasonable assurance of an audit engagement. In order to prevent any misunderstanding please note that we will neither audit your financial statements nor issue an auditor's report.

Independence

Dutch law, including the 'Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten' (ViO, 'Code of ethics for professional accountants, a regulation with respect to independence'), requires us to be independent of our 'assurance clients'. These regulations include limitations as to the services we may provide to our assurance clients.

[Bij een andere entiteit dan een oob of daaraan gelieerde entiteiten op te nemen: The starting point for our service is that we will not participate in decision making processes within your organisation and we

¹ Upon request, we will send you a copy of the Verordening gedrags- en beroepsregels accountants (VGBA), which sets out the regulations governing the code of conduct.

will not make decisions on your behalf. In addition, certain types of non-audit services carried out by us or other parts of our network are subject to supplementary conditions and restrictions. If an issue arises, we will discuss the conditions and/or possible restrictions with you.]

If we started with the review engagement and subsequently identify circumstances that might jeopardise the independent performance of the review engagement, we may have to suspend the review engagement immediately. In that case we will seek to find a solution that enables us to continue the review engagement as soon as possible. If we believe that the situation cannot be resolved, we will possibly need to terminate the review engagement prematurely.

If the threat arises from a combination of the review engagement with another engagement related to us or a component of our network and a solution is in our view not possible, it may be necessary to terminate one of the engagements prematurely. We will notify you before we decide to do so. We are not liable for any damage resulting from such a termination.

To safeguard our independence in the most efficient way, we request you to inform us about the legal structure of your company, the names of your direct and indirect shareholders, as well as the names of all other companies, including group companies and affiliates, to which your company is directly or indirectly related.. Changes in the (legal) composition or structure of your group could cause us to discontinue providing certain services to your company.

If potential threats to our independence arise, we will discuss them with you. Topics to discuss may include:

- Long-term involvement
- Gifts and hospitality
- Business relations
- Working relations (enter into service at the assurance client)

[**Optioneel:** We request you to schedule our independence as an item on the agenda of our annual meeting with the company's supervisory body/supervisory board/supervisory committee/audit committee/management].

Management's responsibility

By signing this engagement letter management and, where appropriate, those charged with governance, acknowledge(s) and understand(s) that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with Part 9 of Book 2 of the Dutch Civil Code.
- For such internal control as [management] determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and

To provide us with:

- Access to all information of which management [and those charged with governance] is [are] aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
- Additional information that we may request from management [and those charged with governance] for the purpose of the review engagement; and
- Unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

The company's management should ensure that the rights and obligations of the company and the consolidated companies are adequately disclosed in the financial statements, including the existing rights and obligations that are not recorded by standard accounting procedures. In certain cases, these rights and obligations might not be detected during the review engagement. Known and expected events and circumstances must also be adequately disclosed in the financial statements. In connection with the above aspects, we will request the management board to confirm in writing the information provided to us in this context.

We will also request the management board to confirm to us in writing that in its opinion the effect of any unadjusted misstatements in the financial statements, both individually and in aggregate, is immaterial for the financial statements as a whole. A list of these items will be included in the written confirmations or attached to it.

We are confident in receiving the full cooperation from your staff and trust that all records, documentation and other information requested necessary for conducting our engagement will be made available.

[**Optioneel:** Appendix A describes circumstances that could affect the pursued data of completion and fees significantly.]

Fraud and non-compliance

Our engagement is not designed to detect fraud or error or illegal acts. However, we will inform you of any such matters should they come to our attention. The primary responsibility for the prevention and detection of fraud and error rests with both the supervisory body and the management board of the entity. The accountant is neither responsible nor accountable for the prevention of fraud and error.

Report

We will report to you, in accordance with our findings, through a review report. (Optioneel: two separate review reports, one on the company financial statements and one on the consolidated financial statements.) Please find attached [an] example[s] of the expected review report[s]. The form and content of our report may need to be amended in the light of our findings.

(**Optioneel:** We will include the review report and the financial statements reviewed by us in an overall report that will be conveyed to you.)

Act on the prevention of money laundering and terrorist financing

Under the Act on the prevention of money laundering and terrorist financing ("Wet ter voorkoming van witwassen en financiering terrorisme" - Wwft) we have to carry out a customer due diligence.

Furthermore, this act obliges us to report unusual transactions carried out or intended at or by a client to the Financial Intelligence Unit Nederland in Zoetermeer.

Fees

Our fees are based on the time spent by the members of our team assigned to the engagement, including additional costs incurred. Individual hourly rates vary according to the degree of responsibility involved and the experience and skills required. We will issue monthly invoices, based on the progress of the work. Our payment terms are days.

Validity and General Terms and Conditions

This engagement letter will remain valid until the engagement ends, is modified or is replaced by a another engagement. The services we provide are subject to the General Terms and Conditions, a copy of which is enclosed. By signing and returning this engagement letter you acknowledge receipt and acceptance of the above mentioned General Terms and Conditions.

Electronic Communications

- During the execution of the Engagement we both can communicate with one another using electronic means.
- We both shall not be liable towards one another for any loss or damage that may be sustained by either or each of us as a result of the use of electronic means of communication, including – but not restricted to – loss or damage due to non-delivery or delayed delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmitting, receiving or processing electronic communication, transmission of viruses and the failure or poor functioning of the telecommunications network or other resources required for electronic communication, unless the loss or damage is the result of wilful misconduct or gross negligence.
- We both will do or omit to do everything that may reasonably be expected of each of us in order to prevent the risks referred to above from occurring.
- The data abstracts from the sender's computer systems shall constitute conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is furnished by the receiver.

Facilities²

We devote considerable attention to providing proper working conditions for our staff. The quality of a workplace has a direct bearing on the health of the employee concerned, as well as on the prevention of

² Deze passage is facultatief/optioneel.

RSI and other work-related illnesses and health complaints. We therefore request that you provide our staff with an adequate working area and other facilities.

Confirmation

We are very pleased to accept the engagement. Should you require any further information, please do not hesitate to contact us. If you accept the contents of this letter as being correct, please sign and return the enclosed copy as confirmation that it faithfully reflects the matters on which we have agreed.

Yours sincerely,

... (naam accountantspraktijk)

... (naam accountant)

Signed for approval on behalf of ... (Name of company)

By ... (Name and position)

... (Date)

Enclosures:

- General Terms and Conditions
- Example[s] of the expected review report[s]
- Copy of this letter

1.3 Voorbeeld van een opdrachtbevestiging voor het verrichten van overeengekomen specifieke werkzaamheden met betrekking tot financiële informatie

N.B.: Dit voorbeeld van een opdrachtbevestiging voor het verrichten van overeengekomen specifieke werkzaamheden met betrekking tot financiële informatie is gebaseerd op de tekst uit de Nederlandse Standaard 4400, "Opdrachten tot het verrichten van overeengekomen specifieke werkzaamheden met betrekking tot financiële informatie" en verwijst naar de Algemene Voorwaarden. Afhankelijk van de concrete omstandigheden kunnen elementen in de brief worden toegevoegd, weggelaten en/of anders worden geformuleerd.

Deze voorbeeldbrief pretendeert niet alle mogelijke relevante onderwerpen te omvatten. In alle gevallen zal de voorbeeldtekst in overeenstemming moeten worden gebracht met de specifieke situatie. Eventuele niet in Algemene Voorwaarden opgenomen aansprakelijkheidsregelingen zullen van geval tot geval specifiek moeten worden geredigeerd. Zo nodig zal over de brief moeten worden overlegd met een jurist.

Dear members of the management board (of andere geschikte vertegenwoordigers van de cliënt die de accountant opdracht heeft gegeven) of ... (naam vennootschap),

You have engaged us to perform agreed-upon procedures regarding financial information¹ of ... (naam entiteit(en)). In order to prevent any misunderstanding we hereby/hereafter confirm the terms and the objective of our engagement, as well as the nature and the limitations of the services that we will provide.

Engagement

We will perform the agreed-upon procedures regarding ... (aanduiding van de financiële informatie waarop de overeengekomen specifieke werkzaamheden uitgevoerd zullen worden) and will report to you the factual findings resulting from this work.

The procedures that we will perform are solely to assist you in ... (doel). The procedures have been agreed with ... (naam entiteit en mogelijke andere belanghebbenden) and will not constitute an audit or a review, or any other assurance engagement conducted in accordance with the Dutch Standards on Auditing or other Dutch Standards and, consequently, no assurance will be expressed. This means that we will not express any assurance as to the fair presentation of the financial data and notes thereto as included in ... (object van onderzoek).

Rules of professional conduct and practice

We will conduct this engagement in accordance with Dutch law, including the Dutch Standard 4400, "Engagements to perform agreed-upon procedures regarding financial information". This requires that we comply with ethical requirements². [**Optioneel:** Please note that any changes in ... (soort regelgeving: verordeningen, standaarden, anders) could affect our procedures. (Zie ook de NB-tekst bovenaan deze voorbeeldbrief.)]

Management's responsibility

We draw attention to the fact that management is responsible for the selection of the engagement to perform agreed-upon procedures (rather than an assurance engagement) and for the coordination thereof with ... (andere belanghebbenden dan de entiteit zelf). Furthermore, management is responsible for the distribution of the report of factual findings exclusively to the intended users with whom these procedures are agreed.

Scope

(Beschrijf de aard, timing en omvang van de werkzaamheden die verricht zullen worden, inclusief

¹ Het opdrachtobject kan ook bestaan uit niet-financiële informatie, vooropgesteld dat de accountant voldoende kennis bezit van het opdrachtobject en er redelijke normen bestaan waarop de bevindingen kunnen worden gebaseerd. Aanwijzingen die in andere Standaarden zijn opgenomen kunnen voor de accountant bij het toepassen van deze Standaard van dienst zijn.

² Upon request, we will send you a copy of the Verordening gedrags- en beroepsregels (VGBA), which sets out the regulations governing the code of conduct.

specifieke referenties, indien van toepassing, naar de documentatie en vastleggingen die gelezen zullen worden, individuen die gesproken zullen worden en partijen waarvan bevestigingen zullen worden verkregen).

Our engagement is not designed to detect fraud or error or illegal acts. However, we will inform you of any such matters should they come to our attention. The primary responsibility for the prevention and detection of fraud and error rests with both the supervisory body and the Management Board of the entity. The auditor is neither responsible nor accountable for the prevention of fraud and error.

We are confident in receiving the full cooperation from your staff and trust that all records, documentation and other information requested necessary for conducting our engagement will be made available.

Report

The purpose of the engagement is that you assess for yourself the procedures and findings to be reported by us and draw your own conclusions therefrom. We note that had we performed additional procedures or conducted an audit or a review, or another assurance engagement, perhaps other matters would have been identified that would have qualified to be reported.

(Optioneel: (indien van toepassing) This report on factual findings is limited to ... (benoemen specifieke elementen e.d.). Therefore, the financial information of ... (naam entiteit) as a whole is not within the scope of this report.)

Our report is not to be used for any other purpose and is solely for your information. This report (or part of it) is not to be made available to others than ... (naam entiteit en mogelijke andere belanghebbenden) without our express prior consent.

Act on the prevention of money laundering and terrorist financing

Under the Act on the prevention of money laundering and terrorist financing ("Wet ter voorkoming van witwassen en financiering terrorisme" - Wwft) we have to carry out a customer due diligence.

Furthermore, this act obliges us to report unusual transactions carried out or intended at or by a client to the Financial Intelligence Unit Nederland in Zoetermeer.

Fees

Our fees are based on the time spent by the members of our team, plus expenses. Individual hourly rates vary according to the degree of responsibility involved and the experience and skill required. We will issue monthly invoices, based on the progress of the work. Our payment terms are days.

General Terms and Conditions

The services we provide are subject to the General Terms and Conditions, a copy of which is enclosed. By signing and returning this engagement letter you acknowledge receipt and acceptance of the above mentioned General Terms and Conditions.

Electronic Communications

- During the execution of the engagement we both can communicate with one another using electronic means.
- We both shall not be liable towards one another for any loss or damage that may be sustained by either or each of us as a result of the use of electronic means of communication, including – but not restricted to – loss or damage due to non-delivery or delayed delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmitting, receiving or processing electronic communication, transmission of viruses and the failure or poor functioning of the telecommunications network or other resources required for electronic communication, unless the loss or damage is the result of wilful misconduct or gross negligence.
- We both will do or omit to do everything that may reasonably be expected of each of us in order to prevent the risks referred to above from occurring.
- The data abstracts from the sender's computer systems shall constitute conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is furnished by the receiver.

Facilities³

We devote considerable attention to providing proper working conditions for our staff. The quality of a workplace has a direct bearing on the health of the employee concerned, as well as on the prevention of RSI and other work-related illnesses and health complaints. We therefore request that you provide our staff with an adequate working area and other facilities.

Confirmation

We are very pleased to accept the engagement. Should you require any further information, please do not hesitate to contact us. Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the terms of the engagement including the specific procedures which we have agreed will be performed.

Yours sincerely,

... (naam accountantspraktijk)

... (naam accountant)

Signed for approval on behalf of ... (Name of company)

By ... (Name and position)

... (Date)

Enclosures:

- General Terms and Conditions
- Copy of this letter

³ Deze passage is facultatief/optioneel.

1.4 Voorbeeld van een opdrachtbevestiging voor een samenstellingsopdracht

Dit voorbeeld van een opdrachtbevestiging voor een samenstellingsopdracht is gebaseerd op de tekst uit de Nederlandse Standaard 4410, "Opdrachten tot het samenstellen van financiële overzichten" en verwijst naar de Algemene Voorwaarden. Afhankelijk van de concrete omstandigheden kunnen elementen in de brief worden toegevoegd, weggelaten en/of anders worden geformuleerd.

Deze voorbeeldbrief pretendeert niet alle mogelijke relevante onderwerpen te omvatten. In alle gevallen zal de voorbeeldtekst in overeenstemming moeten worden gebracht met de specifieke situatie. Eventuele niet in Algemene Voorwaarden opgenomen aansprakelijkheidsregelingen zullen van geval tot geval specifiek moeten worden geredigeerd. Zo nodig zal over de brief moeten worden overlegd met een jurist.

Dear members of the management board (of andere geschikte vertegenwoordigers van de cliënt die de accountant opdracht heeft gegeven) of [naam vennootschap],

You have engaged us to compile the financial statements 201X (or "for the year ended June 30 201X" fiscal year not coinciding with calendar year) of ... (naam vennootschap). In order to prevent any misunderstanding we hereby/hereafter confirm the terms and the objective of our engagement, as well as the nature and the limitations of the services that we will provide.

Engagement

Based on the information you supply, we will compile the financial statements 201X (or "for the year ended June 30 201X" fiscal year not coinciding with calendar year) of ... (naam vennootschap). Please note that we will not audit or review these financial statements and consequently no assurance thereon will be expressed.

Rules of professional conduct and practice

We will conduct this engagement in accordance with Dutch law, including the Dutch Standard 4410, "Engagement to compile financial statements". This requires that we comply with ethical requirements¹. [**Optioneel:** Please note that any changes in ... (soort regelgeving: verordeningen, standaarden, anders) could affect our procedures. (Zie ook de NB-tekst bovenaan deze voorbeeldbrief.)]

Management's responsibility

We draw attention to the fact that management is responsible for both the accuracy and completeness of the information made supplied to us. Furthermore, management is responsible to users for the financial statements compiled by us. This responsibility also extends to maintaining proper accounts and the use of an adequate system of internal control, as well as the selection and application of the accounting policies to be used.

As part of our compilation procedures we will request management to acknowledge its responsibility for the content of the financial statements, as well as a written representation from management regarding the intended use of the financial statements.

Scope

The procedures that we will perform in the context of this compilation engagement will primarily consist of gathering, processing, classifying and summarizing financial information. Furthermore we will evaluate the appropriateness of the accounting policies to be used to compile the financial statements, based on the information supplied by management.

Our engagement is not designed to detect fraud or error or illegal acts. However, we will inform you of any such matters should they come to our attention. The primary responsibility for the prevention and detection of fraud and error rests with both the supervisory body and the Management Board of the entity. The auditor is neither responsible nor accountable for the prevention of fraud and error.

¹ Upon request, we will send you a copy of the Verordening gedrags- beroepsregels (VGBA), which sets out the regulations governing the code of conduct.

We are confident in receiving the full cooperation from your staff and trust that all records, documentation and other information requested necessary for conducting our engagement will be made available.

Report

We will compile the financial statements in accordance with ... (de van toepassing zijnde grondslagen voor de financiële verslaggeving). You have informed us that the intended use and distribution of the information compiled by us is intended for ... (specificeren). Should this change significantly, you have agreed to inform us. Furthermore, we would like to draw your attention to the fact that you are not allowed to publish the compilation report without our written permission.

Act on the prevention of money laundering and terrorist financing

Under the Act on the prevention of money laundering and terrorist financing ("Wet ter voorkoming van witwassen en financiering terrorisme" - Wwft) we have to carry out a customer due diligence. Furthermore, this act obliges us to report unusual transactions carried out or intended at or by a client to the Financial Intelligence Unit Nederland in Zoetermeer.

Fees

Our fees are based on the time spent by the members of our team assigned to the engagement, including additional costs incurred. Individual hourly rates vary according to the degree of responsibility involved and the experience and skill required. We will issue monthly invoices, based on the progress of the work. Our payment terms are days.

Validity and General Terms and Conditions

This engagement letter will remain valid until the engagement ends, is modified or is replaced by another engagement. The services we provide are subject to the General Terms and Conditions, a copy of which is enclosed. By signing and returning this engagement letter you acknowledge receipt and acceptance of the above mentioned General Terms and Conditions.

Electronic Communications

- During the execution of the engagement we both can communicate with one another using electronic means.
- We both shall not be liable towards one another for any loss or damage that may be sustained by either or each of us as a result of the use of electronic means of communication, including – but not restricted to – loss or damage due to non-delivery or delayed delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmitting, receiving or processing electronic communication, transmission of viruses and the failure or poor functioning of the telecommunications network or other resources required for electronic communication, unless the loss or damage is the result of wilful misconduct or gross negligence.
- We both will do or omit to do everything that may reasonably be expected of each of us in order to prevent the risks referred to above from occurring.
- The data abstracts from the sender's computer systems shall constitute conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is furnished by the receiver.

Facilities²

We devote considerable attention to providing proper working conditions for our staff. The quality of a workplace has a direct bearing on the health of the employee concerned, as well as on the prevention of RSI and other work-related illnesses and health complaints. We therefore request that you provide our staff with an adequate working area and other facilities.

Confirmation

We are very pleased to accept the engagement. Should you require any further information, please do not hesitate to contact us. If you accept the contents of this letter as being correct, please sign and return the enclosed copy as confirmation that it faithfully reflects the matters on which we have agreed.

Yours sincerely,

² Deze passage is facultatief/optioneel.

... (naam accountantspraktijk)

... (naam accountant)

Signed for approval on behalf of ... (Name of company)

By ... (Name and position)

... (Date)

Enclosures:

- General Terms and Conditions
- Copy of this letter

1.5 Voorbeeld van een opdrachtbevestiging voor een assurance-opdracht

N.B.: Dit voorbeeld van een opdrachtbevestiging voor een assurance-opdracht is gebaseerd op de tekst uit de Nederlandse Standaard 3000, "Assurance-opdrachten anders dan opdrachten tot controle of beoordeling van historische financiële informatie" en verwijst naar de Algemene Voorwaarden. Afhankelijk van de concrete omstandigheden kunnen elementen in deze brief worden toegevoegd, weggelaten en/of anders worden geformuleerd.

Deze voorbeeldbrief pretendeert niet alle mogelijke relevante onderwerpen te omvatten. In alle gevallen zal de voorbeeldtekst in overeenstemming moeten worden gebracht met de specifieke situatie. Eventuele niet in Algemene Voorwaarden opgenomen aansprakelijkheidsregelingen zullen van geval tot geval specifiek moeten worden geredigeerd. Zo nodig zal over de brief moeten worden overlegd met een jurist.

Dear members of the supervisory board or management board of ... (naam vennootschap),

You have engaged us to examine and report on the ... (benaming opstelling) of ... (naam entiteit(en)) regarding ... (de elementen van het opdrachtobject waarop de assurance-opdracht zich richt). In order to prevent any misunderstanding we hereby confirm the terms and the objective of our engagement, as well as the nature and the limitations of the services that we will provide.

Engagement

We will examine whether the ... (benaming opstelling) of ... (naam entiteit(en)) complies with the applicable criteria. Our procedures are designed to obtain sufficient appropriate evidence as to whether:

- ... ;
- ... (omschrijf de relevante kenmerken van het opdrachtobject).

This assurance engagement as to whether the ... (benaming opstelling) is presented in accordance with ... (van toepassing zijnde criteria) results in [an opinion with reasonable assurance /a conclusion with limited assurance.]

Rules of professional conduct and practice [optioneel: en reikwijdte¹ van de assurance-opdracht]

We will conduct this engagement in accordance with Dutch law, including the Dutch Standard 3000, "Assurance engagements other than audits or review engagements of financial statements" [optioneel: and the conditions in accordance with ... (aanvullende wet- of regelgeving)]. This requires that we comply with ethical requirements.² [Optioneel: Please note that any changes in ... (soort regelgeving: verordeningen, standaarden, anders) could affect our procedures. (Zie ook de NB-tekst bovenaan deze voorbeeldbrief.)]

Independence

Dutch law, including the 'Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten' (ViO, 'Code of ethics for professional accountants, a regulation with respect to independence') requires us to be independent of our 'assurance clients'. These regulations include limitations as to the services we may provide to our assurance clients.

[Bij een andere entiteit dan een oob of daaraan gelieerde entiteiten op te nemen: The starting point for our service is that we will not participate in decision making processes within your organisation and we will not make decisions on your behalf. In addition, certain types of non-audit services carried out by us or other parts of our network are subject to supplementary conditions and restrictions. If issue arises, we will discuss the conditions and/or possible restrictions with you.]

¹ Opnemen indien aanvullende wet- of regelgeving geldt (bijvoorbeeld ingeval van een richtlijn of protocol).

² Indien u prijs stelt op een exemplaar van de Verordening gedrags- en beroepsregels accountants (VGBA) kunnen wij u die toesturen.

If we started with the assurance engagement and subsequently identify circumstances that might jeopardise the independent performance of the assurance engagement, we may have to suspend the assurance engagement immediately. In that case we will seek to find a solution that enables us to continue the assurance engagement as soon as possible. If we believe that the situation cannot be resolved, we will possibly need to terminate the assurance engagement prematurely.

If the threat arises from a combination of the assurance engagement with another engagement related to us or a component of our network and a solution is in our view not possible, it may be necessary to terminate one of the engagements prematurely. We will notify you before we decide to do so. We are not liable for any damage resulting from such a termination.

To safeguard our independence in the most efficient way, we request you to inform us about the legal structure of your company, the names of your direct and indirect shareholders, as well as the names of all other companies, including group companies and affiliates, to which your company is directly or indirectly related.. Changes in the (legal) composition or structure of your group could cause us to discontinue providing certain services to your company.

If potential threats to our independence arise, we will discuss them with you. Topics to discuss may include:

- Long-term involvement
- Gifts and hospitality
- Business relations
- Working relations (enter into service at the assurance client)

[Optioneel: We request you to schedule our independence as an item on the agenda of our annual meeting with the company's supervisory body/supervisory board/supervisory committee/audit committee/management].

Management's responsibility

We draw attention to the fact that management is responsible for the preparation and presentation of the ... (benaming opstelling) in accordance with ... (van toepassing zijnde criteria).

As part of our assurance engagement procedures, we will request management to acknowledge its responsibility for the content of the ... (benaming opstelling), as well as a written representation from management regarding the intended use of the ... (benaming opstelling).

Fraud

The primary responsibility for the prevention and detection of fraud is borne jointly by the supervisory body and the management of the Company. The independent accountant is neither responsible nor accountable for the prevention of fraud.

Because of the characteristics of fraud, particularly those involving concealment through collusion and falsified documentation, an assurance engagement, even though designed and conducted in accordance with the Dutch Standard 3000, "Assurance engagements other than audits or review engagements of financial statements" [optioneel: and the conditions in accordance with ... (aanvullende wet- of regelgeving)], might not detect a material fraud.

As our assurance engagement is designed to obtain reasonable/limited assurance that the ... (benaming opstelling) is free from material misstatement, whether caused by fraud or error, our assurance engagement is not specifically designed to detect fraud. If we detect signs of fraud during the conducting of the assurance engagement, we will carry out a supplementary investigation to determine the nature and extent of the fraud in relation to the ... (benaming opstelling), irrespective of the potential extent and nature of the suspected fraud. If we detect signs of fraud we will report this to management and/or the supervisory body.

In accordance with the Dutch Standard on Auditing 240 "The auditor's responsibility to consider fraud in an audit of financial statements" we will request the Company's management to confirm to us the following points in writing:

- a. management acknowledges its responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud;

- b. management has disclosed to us the results of its assessment of the risk that the ... (benaming opstelling) may be materially misstated as the result of fraud;
- c. management has disclosed to us its knowledge of fraud or suspected fraud affecting the entity involving:
 - management;
 - employees who have significant roles in internal control; or
 - others where the fraud could have a material effect on the ... (benaming opstelling); and
- d. management has disclosed to us its knowledge of any allegations of fraud, or suspected fraud, affecting the entity's ... (benaming opstelling) communicated by employees, former employees, analysts, regulators or others.

Compliance with specific laws and regulations

The Company's management and the supervisory body are also responsible for compliance with statutory and other provisions. In general, an audit engagement will not lead to the discovery of all instances of breaches of laws and regulations. Irrespective of its materiality, the discovery of such a breach will result in consideration of the implications pertaining to the integrity of management and/or other employees of the Company and other aspects of our audit.

We will request the Company's management to confirm to us in writing that it has provided all information concerning all actual or possible breaches of laws and regulations of which it is aware and that need to be taken into account when preparing the financial statements.

Scope

We are required to plan and perform our assurance engagement to obtain reasonable/limited assurance that the ... (benaming opstelling) is free from material misstatement.

[Bij assurance-opdracht met een beperkte mate van zekerheid: Due to the nature and extent of the assurance engagement procedures our assurance engagement as to whether the ... (benaming opstelling) is presented in accordance with ... (van toepassing zijnde criteria) can only result in providing a conclusion with limited assurance.

The assurance engagement procedures selected depend on our professional judgment. *(Beschrijf de aard, timing en omvang van de werkzaamheden die verricht zullen worden, inclusief specifieke referenties, indien van toepassing, naar de documentatie en vastleggingen die gelezen zullen worden, individuen die gesproken zullen worden en partijen waarvan bevestigingen zullen worden verkregen.)*

We would like to draw your attention to the fact that, through the use of sample testing and other inherent limitations of an assurance engagement, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements might not be detected.

[Bij assurance-opdracht met een beperkte mate van zekerheid: Due to the nature and extent of the examination procedures that result in limited assurance last mentioned risk is greater than in an assurance engagement that results in reasonable assurance.]

We are confident in receiving the full cooperation from your staff and we trust that all records, documentation and other information requested necessary for conducting our engagement will be made available.

Report

We will report the outcome of our assurance engagement in an assurance report. We will issue [an opinion with reasonable assurance as to whether the ... (benaming opstelling) is, in all material respects, correctly presented in accordance with ... (van toepassing zijnde criteria). Of:]

[a conclusion with limited assurance as to whether nothing has come to our attention that causes us to believe that the ... (benaming opstelling) is, in all material respects, not correctly presented in accordance with ... (van toepassing zijnde criteria).]

Restriction on use and distribution of the ... (benaming opstelling)

You have informed us that the ... (benaming opstelling) and our assurance report are intended exclusively for ... (doel) and for specific users ... (gebruikersgroep definiëren)³. In our assurance report we will mention its intended use and kindly request you not to distribute our report to others than the intended users without our explicit prior consent.

[Optioneel: **Examination of our working papers by supervisory authorities and other bodies**

All working papers, reports and other documentation produced by ... (naam accountantspraktijk) as part of our engagement remain the property of ... (naam accountantspraktijk).

Based on legal or other provisions, we can be compelled to grant access to our working papers and files to third parties, for example supervisory authorities or the Dutch tax authorities ['FIOD-ECD'].

Furthermore, third parties can request us to provide information or grant access to our working papers and files. Based on our confidentiality rules we are, in certain cases, required to obtain your written permission for access to our files. If we receive such a request, we will contact you as soon as possible regarding the conditions under which this request can be accepted and ask for your permission if necessary. For a regular tax audit in relation with the aforementioned matter, the Dutch tax authorities can also request for information or access to working papers and audit files. Initially, such a request will always communicated to you and/or your legal or tax advisor by the employee of the tax authorities.

We believe that it is in the public interest that the tax authorities can rely on the procedures performed as part of the audit of the financial statements to assist them in the tax audits. We will request you for your written permission. In case of a request by the tax authorities we will contact you as soon as possible.

If you do not want to provide your written permission, we are obliged, based on our ethical requirements, to assess the reasons for not providing permission.^{4]}

Act on the prevention of money laundering and terrorist financing

Under the Act on the prevention of money laundering and terrorist financing ("Wet ter voorkoming van witwassen en financiering terrorisme"- Wwft) we have to carry out a customer due diligence. Furthermore, this act obliges us to report unusual transactions carried out or intended at or by a client to the Financial Intelligence Unit Nederland in Zoetermeer.

Fees

Our fees are based on the time spent by the members of our team assigned to the engagement, including additional costs incurred. Individual hourly rates vary according to the degree of responsibility involved and the experience and skill required. We will issue monthly invoices, based on the progress of the work. Our payment terms are ... days.

General Terms and Conditions

The services we provide are subject to the General Terms and Conditions, a copy of which is enclosed. By signing and returning this engagement letter you acknowledge receipt and acceptance of the above mentioned General Terms and Conditions.

Electronic Communications

- During the execution of the engagement we both can communicate with one another using electronic means.
- We both shall not be liable towards one another for any loss or damage that may be sustained by either or each of us as a result of the use of electronic means of communication, including – but not restricted to – loss or damage due to non-delivery or delayed delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmitting, receiving or processing electronic communication, transmission of viruses and the failure or poor functioning of the telecommunications network or other resources required for electronic communication, unless the loss or damage is the result of wilful misconduct or gross negligence.
- We both will do or omit to do everything that may reasonably be expected of each of us in order to prevent the risks referred to above from occurring.

³ Waar mogelijk de gebruikersgroep specifiek benoemen.

⁴ Het al dan niet opnemen van een paragraaf over het verstrekken van inzage in de dossiers is opdrachtafhankelijk.

- The data abstracts from the sender's computer systems shall constitute conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is furnished by the receiver.

Facilities

We devote considerable attention to providing proper working conditions for our staff. The quality of a workplace has a direct bearing on the health of the employee concerned, as well as on the prevention of RSI and other work-related illnesses and health complaints. We therefore request that you provide our staff with an adequate working area and other facilities.⁵

Confirmation

We are very pleased to accept the engagement. Should you require any further information, please do not hesitate to contact us. If you accept the contents of this letter as being correct, please sign and return the enclosed copy as confirmation that it faithfully reflects the matters on which we have agreed.

Yours sincerely,

... (naam accountantspraktijk)

... (naam accountant)

Signed for approval on behalf of ... (Name of company)

By ... (Name and position)

... (Date)

Enclosures:

- General Terms and Conditions
- Copy of this letter

⁵ Het al dan niet opnemen van een paragraaf over de dienstverlening is facultatief.

1.6 Voorbeeld van een opdrachtbevestiging voor het onderzoeken van toekomstgerichte financiële informatie

N.B.: Dit voorbeeld van een opdrachtbevestiging voor het onderzoeken van toekomstgerichte financiële informatie is gebaseerd op de tekst uit de Nederlandse Standaard 3400, "Onderzoek van toekomstgerichte financiële informatie" en verwijst naar de Algemene Voorwaarden. Afhankelijk van de concrete omstandigheden kunnen elementen in deze brief worden toegevoegd, weggelaten en/of anders worden geformuleerd.

Deze voorbeeldbrief pretendeert niet alle mogelijke relevante onderwerpen te omvatten. In alle gevallen zal de voorbeeldtekst in overeenstemming moeten worden gebracht met de specifieke situatie. Eventuele niet in Algemene Voorwaarden opgenomen aansprakelijkheidsregelingen zullen van geval tot geval specifiek moeten worden geredigeerd. Zo nodig zal over de brief moeten worden overlegd met een jurist.

Dear members of the supervisory board or management board of [naam Vennootschap],

You have engaged us to examine and report on the ... (benaming opstelling) of ... (naam vennootschap) for the period ... (periode van het onderzoek). As agreed, the prospective financial information will consist of ... (elementen toekomstgerichte informatie). In order to prevent any misunderstanding we hereby confirm the terms and the objective of our engagement, as well as the nature and the limitations of the services that we will provide.

Engagement

We will examine the ... (benaming opstelling) of ... (naam vennootschap) for the period ... (periode van het onderzoek). Our examination procedures are designed to obtain sufficient appropriate evidence as to whether:

- Management's best-estimate assumptions on which the ... (benaming opstelling) is based are not unreasonable (Optioneel: and, in the case of hypothetical assumptions, such assumptions are consistent with the purpose of the information¹);
- The ... (benaming opstelling) is properly prepared on the basis of the assumptions;
- The ... (benaming opstelling) is properly presented and all material assumptions are adequately disclosed, including a clear indication as to whether they are best-estimate assumptions or hypothetical assumptions; and
- The ... (benaming opstelling) is prepared on a consistent basis with the financial statements, using appropriate accounting principles.

Due to the nature of our work this examination of the data on which the assumptions are based, can only result in a conclusion with moderate assurance. Our examination of the presentation and the disclosure of ... (benaming opstelling) in accordance with ... (grondslagen voor de financiële verslaggeving) will result in an opinion with reasonable assurance.

Rules of Professional Conduct and Practice

We will conduct this engagement in accordance with Dutch law, including the Dutch Standard 3400, "The examination of prospective financial information". This requires that we comply with ethical requirements.² [Optioneel: Please note that any changes in ... (soort regelgeving: verordeningen, standaarden, anders) could affect our procedures. (Zie ook de NB-tekst bovenaan deze voorbeeldbrief.)]

¹ Hypothetical assumptions play a role when it's a matter of projection (see Standard 3400, par. 5).

² Upon request, we will send you a copy of the Verordening Gedragscode, which sets out the regulations governing the code of conduct.

Independence

Dutch law, including the 'Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten' (ViO, 'Code of ethics for professional accountants, a regulation with respect to independence') requires us to be independent of our 'assurance clients'. These regulations include limitations as to the services we may provide to our assurance clients.

[Bij een andere entiteit dan een oob of daaraan gelieerde entiteiten op te nemen: The starting point for our service is that we will not participate in decision making processes within your organisation and we will not make decisions on your behalf. In addition, certain types of non-audit services carried out by us or other parts of our network are subject to supplementary conditions and restrictions. If an issue arises, we will discuss the conditions and/or possible restrictions with you.]

If we started with the examination and subsequently identify circumstances that might jeopardise the independent performance of the examination, we may have to suspend the examination immediately. In that case we will seek to find a solution that enables us to continue the examination as soon as possible. If we believe that the situation cannot be resolved, we will possibly need to terminate the examination prematurely.

If the threat arises from a combination of the examination with another engagement related to us or a component of our network and a solution is in our view not possible, it may be necessary to terminate one of the engagements prematurely. We will notify you before we decide to do so. We are not liable for any damage resulting from such a termination.

To safeguard our independence in the most efficient way, we request you to inform us about the legal structure of your company, the names of your direct and indirect shareholders, as well as the names of all other companies, including group companies and affiliates, to which your company is directly or indirectly related.. Changes in the (legal) composition or structure of your group could cause us to discontinue providing certain services to your company.

If potential threats to our independence arise, we will discuss them with you. Topics to discuss may include:

- Long-term involvement
- Gifts and hospitality
- Business relations
- Working relations (enter into service at the audit client)

[Optioneel: We request you to schedule our independence as an item on the agenda of our annual meeting with the company's supervisory body/supervisory board/supervisory committee/audit committee/management].

Management's responsibility

We draw attention to the fact that management is responsible for the preparation and presentation of the ... (benaming opstelling), including the identification and disclosure of the assumptions on which it is based.

As part of our examination, we will request written representations from management regarding the intended use of the ... (benaming opstelling), the completeness of significant assumptions and the acknowledgement of its responsibility for the content of the ... (benaming opstelling).

As part of our examination, we will request management to acknowledge its responsibility for the content of the ... (benaming opstelling) and the completeness of significant assumptions, as well as a written representation from management regarding the intended use of the ... (benaming opstelling).

Scope

The procedures that we will perform in the context of this examination will primarily consist of inquiries of company personnel, analytical procedures applied to financial data and determination that the assumptions are properly applied.

Our engagement is not designed to detect fraud or error or illegal acts. However, we will inform you of any such matters should they come to our attention. The primary responsibility for the prevention and

detection of fraud and error rests with both the supervisory body and the management board of the entity. The auditor is neither responsible nor accountable for the prevention of fraud and error.

We are confident in receiving the full cooperation from your staff and trust that all records, documentation and other information requested necessary for conducting our engagement will be made available.

Report

We will report the outcome of our examination in a report on examination, consisting of two components. We will issue a conclusion with moderate assurance as to whether the assumptions provide a not unreasonable basis for the ... (benaming opstelling). We will also issue an opinion with reasonable assurance as to whether the ... (benaming opstelling) is properly based on the assumptions and is presented in accordance with the relevant financial reporting framework.

Restriction on use and distribution of the ... (benaming opstelling)

You have informed us that the ... (benaming opstelling) and our report on examination thereon are intended exclusively for ... (doel) and for specific users ... (gebruikersgroep definiëren)³. In our report on examination we will mention its intended use and kindly request you not to distribute our report to others than the intended users without our explicit prior consent.

Achievability of the results indicated

Prospective financial information relates to events and actions that have not yet occurred and may not occur. While evidence may be available to support the assumptions on which the prospective financial information is based, such evidence is itself generally future oriented and, therefore, speculative in nature. We are, therefore, not in a position to express an opinion as to whether the results shown in the prospective financial information will be achieved. We will mention this explicitly in our report on examination.

Act on the prevention of money laundering and terrorist financing

Under the Act on the prevention of money laundering and terrorist financing ("Wet ter voorkoming van witwassen en financiering terrorisme" - Wwft) we have to carry out a customer due diligence. Furthermore, this act obliges us to report unusual transactions carried out or intended at or by a client to the Financial Intelligence Unit Nederland in Zoetermeer.

Fees

Our fees are based on the time spent by the members of our team assigned to the engagement, including additional costs incurred. Individual hourly rates vary according to the degree of responsibility involved and the experience and skills required. We will issue monthly invoices, based on the progress of the work. Our payment terms are days.

General Terms and Conditions

The services we provide are subject to the General Terms and Conditions, a copy of which is enclosed. By signing and returning this engagement letter you acknowledge receipt and acceptance of the above mentioned General Terms and Conditions.

Electronic Communications

- During the execution of the engagement we both can communicate with one another using electronic means.
- We both shall not be liable towards one another for any loss or damage that may be sustained by either or each of us as a result of the use of electronic means of communication, including – but not restricted to – loss or damage due to non-delivery or delayed delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmitting, receiving or processing electronic communication, transmission of viruses and the failure or poor functioning of the telecommunications network or other resources required for electronic communication, unless the loss or damage is the result of wilful misconduct or gross negligence.
- We both will do or omit to do everything that may reasonably be expected of each of us in order to prevent the risks referred to above from occurring.

³ Waar mogelijk de gebruikersgroep specifiek benoemen.

- The data abstracts from the sender's computer systems shall constitute conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is furnished by the receiver.

Facilities⁴

We devote considerable attention to providing proper working conditions for our staff. The quality of a workplace has a direct bearing on the health of the employee concerned, as well as on the prevention of RSI and other work-related illnesses and health complaints. We therefore request that you provide our staff with an adequate working area and other facilities.

Confirmation

We are very pleased to accept the engagement. Should you require any further information, please do not hesitate to contact us. If you accept the contents of this letter as being correct, please sign and return the enclosed copy as confirmation that it faithfully reflects the matters on which we have agreed.

Yours sincerely,

... (naam accountantspraktijk)

... (naam accountant)

Signed for approval on behalf of ... (Name of company)

By ... (Name and position)

... (Date)

Enclosures:

- General Terms and Conditions
- Copy of this letter

⁴ Deze passage is facultatief/optioneel.

2.Schriftelijke bevestiging bij de jaarrekening

2.1 Schriftelijke bevestiging bij de jaarrekening (controleopdracht)

[Onderstaand voorbeeld van de schriftelijke bevestiging is niet bedoeld als een standaardbrief. Mededelingen van het bestuur zullen per entiteit en van jaar tot jaar verschillen.]

Het vragen van mededelingen aangaande verschillende onderwerpen kan ertoe leiden dat het bestuur van de entiteit haar aandacht meer op dergelijke zaken concentreert dan anders het geval zou zijn. De accountant zal zich echter bewust moeten zijn van de beperkingen van mededelingen van het bestuur als controle-informatie zoals in Nederlandse Standaard 580 is uiteengezet. Het opdrachtteam is verantwoordelijk voor het cliëntspecifiek maken van de voorbeeldbrief.

Bevestigingen die vereist zijn om schriftelijk te verkrijgen volgens de Nadere voorschriften controle- en overige standaarden zijn in deze brief vetgedrukt weergegeven, om te benadrukken dat deze bevestigingen niet kunnen worden weggelaten bij het cliëntspecifiek maken, zonder dat het team op een andere wijze de schriftelijke bevestiging van het management verkrijgt.

Deze bevestigingsbrief dient zoveel mogelijk aan te sluiten bij de jaarrekening en de daar gehanteerde terminologie.

Verder dient deze bevestigingsbrief zoveel mogelijk cliëntspecifiek te worden gemaakt. Overwogen kan worden om bijvoorbeeld van andere personen of organen een bevestiging te vragen en over specifieke onderwerpen.]

(Briefhoofd van de entiteit)

To Auditor...

... (datum)

Subject: Representation in connection with the financial statements 201X [gebroken boekjaar: for the year ended].

Dear (geadresseerde),

This representation letter is provided in connection with your audit of the [Group and Parent's separate] financial statements 201X [gebroken boekjaar: for the year ended] of [NaamHuishouding] for the purpose of expressing an opinion as to whether the financial statements give a true and fair view of the financial position of [NaamHuishouding] as at [BalansPer] and of the result for the year then ended in accordance with Part 9 of Book 2 of the Dutch Civil Code. We have made appropriate inquiries of management and officers of the entity with the relevant knowledge and experience, as we considered necessary and relevant for the purpose of appropriately informing ourselves. Accordingly, we confirm, to the best of our knowledge and belief, the following representations [Dutch Standard on Auditing 580.9]:

Financial Statements

- 1. [On behalf of the Management Board (of vergelijkbaar orgaan) we]/We acknowledge our responsibility for the preparation and fair presentation of the financial statements and for the preparation of the management board report, both in accordance with Part 9 of Book 2 of the Dutch Civil Code. We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated [insert date], for the preparation of the financial statements including its fair presentation [Dutch Standard on Auditing 580.10].**
- 2. All transactions have been recorded in the accounting records and are reflected in the financial statements [Dutch Standard on Auditing 580.11(b)].**
- 3. We believe that significant assumptions used by us in making accounting estimates, including those measured at fair value and...(name of elements with accounting estimates), are reasonable. [Dutch Standard on Auditing 540.22]**
- 4. All events subsequent to the date of the financial statements and for which Part 9 of Book 2 of the Dutch Civil Code requires adjustment or disclosure have been adjusted or disclosed.**

[Dutch Standard on Auditing 560.9]

5. **[Optioneel, bij een besloten vennootschap en ingeval van een voorgestelde dividenduitkering:** With regard to the proposal for profit appropriation as included in the other information we confirm that, to the best of our knowledge and belief to date and information available to us to date, the proposed profit distribution is permissible and will not cause the company not to be able to repay its outstanding debts now or in the foreseeable future. We confirm that the proposed profit distribution as included in the financial statements has a conditional nature. The actual profit distribution depends on a balance sheet test and a distribution test to be carried out in due course.]
6. **We believe that the effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter. [Dutch Standard on Auditing 450.14]**
7. **[The auditor shall obtain a specific written representation regarding any restatement made to correct a material misstatement in prior period financial statements that affect the comparative information. Dutch Standard on Auditing 710.9] The restatement as a result of the adjustment of a material misstatement in the prior period financial statements has been appropriately recorded and disclosed in accordance with the requirements of Part 9 of Book 2 of the Dutch Civil Code.**
8. **[The auditor shall also obtain a specific written representation if events or conditions have been identified that may cast significant doubt on the entity's ability to continue as a going concern. Dutch Standard on Auditing 570.16(e)] The financial statements disclose all information of which we are aware that is deemed relevant for our assessment with respect to the entity's ability to continue as a going concern. This includes all relevant key events and circumstances, mitigating factors and our plans for future action. We intend to execute these plans and consider these to be feasible. We confirm that the attached schedule contains our plans for future action relevant to the entity's ability as a going concern, which is the base for our assessment that the entity will be able to continue as a going concern [overview of plans].**

Information provided

9. We have provided you with:
- Access to all information of which we are aware that is relevant to the preparation of the financial statements such as records, supporting documentation and other matters including all minutes of the General Meetings, Supervisory Board/Audit Committee (or similar body) and the Management Board, namely those held on [Data], respectively, and when applicable, summaries of actions of meetings held after period end for which minutes have not yet been prepared, namely those held on [Date].
 - Additional information that you have requested from us for the purpose of the audit; and
 - **Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence as part of the audit of the financial statements. [Dutch Standard on Auditing 580.11(a)]**

Fraud and compliance with law and regulation

10. **The term fraud refers to an intentional act by one or more individuals among management, those charged with governance, employees, or third parties, involving the use of deception to obtain an unjust or illegal advantage. Fraud also includes misstatements resulting from misappropriation of assets, including pledging of assets without proper authorization. Fraudulent financial reporting involves intentional misstatements or omissions of amounts or disclosures in the financial statements to deceive financial statement users.**
11. **We acknowledge responsibility for the design and implementation of internal control to prevent and detect fraud. [Dutch Standard on Auditing 240.39(a)]**
12. **We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. [Dutch Standard on Auditing 240.39(b)]**
13. **We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the entity and involves:**
- management;
 - employees who have significant roles in internal control; or
 - others where the fraud could have a material effect on the financial statements. [Dutch Standard on Auditing 240.39(c)].
14. **We have disclosed to you all information in relation to any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, analysts, regulators or others. [Dutch Standard on Auditing 240.39(d)]**

15. We have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing financial statements. [Dutch Standard on Auditing 250.16]

Related parties

16. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware. [Dutch Standard on Auditing 550.26(a)]

17. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of Part 9 of Book 2 of the Dutch Civil Code. [Dutch Standard on Auditing 550.26b]

Claims and litigations

18. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements and have appropriately accounted for and/or disclosed these in the financial statements in accordance with Part 9 of Book 2 of the Dutch Civil Code. [Andere bevestigingen die de accountant noodzakelijk acht. Dutch Standard on Auditing 501.12]

Additional representation [if deemed relevant]

19. Presentation and disclosure of fair value measurements are in accordance with Part 9 of Book 2 of the Dutch Civil Code. The amounts disclosed represent our best estimate of fair value of assets and liabilities required to be disclosed by these standards. The measurement methods and significant assumptions used in determining fair value have been applied in a consistent way, are reasonable and such assumptions appropriately reflect our intent and ability to carry out specific courses of action on behalf of the entity where relevant to the fair value measurements or disclosures.

20. We have no plans or intentions that may materially alter the carrying value or classification of assets and liabilities reflected in the financial statements.

21. We believe that the carrying amounts of all fixed assets will be recoverable.

22. Information regarding financial risks exposure and our financial risk management objectives and policies has been adequately disclosed in the financial statements. [as required by the Guidelines for Annual Reporting in the Dutch 290, Financial Instruments]

23. The entity has economic title to all assets. There are no pledges or mortgage rights on the entity's assets, except for those that are disclosed in [NoteX] to the financial statements.

24. We have properly recorded or disclosed in the financial statements the capital stock repurchase options and agreements, and capital stock reserved for options, warrants, conversions and other requirements.

25. We have requested the legal advisors who perform services for us to provide you with all required information and have requested them to disclose to you any matters you may request in this respect.

Yours sincerely,

[Chief Executive Officer]

[Chief Financial Officer]

Optional cc: Audit Committee

Enclosure: Schedule of uncorrected financial statement misstatements

Voor een voorbeeld overzicht van niet-gecorrigeerde afwijkingen in de jaarrekening wordt u verwezen naar de website voor de webversie van deze brief. Daarnaast is op de website tevens de volledige versie te vinden, inclusief voetnoten en voorbeelden waarvoor (additioneel) bevestiging kan worden gevraagd.

2.2 Schriftelijke bevestiging bij de jaarrekening (beoordelingsopdracht)

Onderstaand voorbeeld van de schriftelijke bevestiging is niet bedoeld als een standaardbrief. Mededelingen van het bestuur zullen per entiteit en van jaar tot jaar verschillen.

Het vragen van mededelingen aangaande verschillende onderwerpen kan ertoe leiden dat het bestuur van de entiteit haar aandacht meer op dergelijke zaken concentreert dan anders het geval zou zijn. De accountant zal zich echter bewust moeten zijn van de beperkingen van mededelingen van het bestuur. Het opdrachtteam is verantwoordelijk voor het cliëntspecifiek maken van de voorbeeldbrief.

Deze bevestigingsbrief dient zoveel mogelijk aan te sluiten bij de jaarrekening en de daar gehanteerde terminologie. Verder dient deze bevestigingsbrief zoveel mogelijk cliëntspecifiek te worden gemaakt. Overwogen kan worden om bijvoorbeeld van andere personen of organen een bevestiging te vragen en over specifieke onderwerpen.

(Briefhoofd van de entiteit)

To Accountant...

... (datum)

Subject: Representation in connection with the financial statements 201X [gebroken boekjaar: for the year ended ...].

Dear (geadresseerde),

This representation letter is provided in connection with your review engagement of the financial statements 201X of ... (naam entiteit(en)) for the purpose of issuing a review report that nothing has come to your attention that causes you to believe that the financial statements do not give a true and fair view of the financial position of ... (naam entiteit(en)) as at 31 december ... (jaartal(len)) and of the result for the year then ended in accordance with Part 9 of Book 2 of the Dutch Civil Code.

We acknowledge that the purpose of the engagement is to provide a review report and that accordingly, you have not performed an audit and an auditor's report is not provided.

We have made appropriate inquiries of management and officers of the entity with the relevant knowledge and experience, as we considered necessary and relevant for the purpose of appropriately informing ourselves. Accordingly, we confirm, to the best of our knowledge and belief, the following representations [Dutch Standard 2400.61]:

Financial Statements

1. [On behalf of the Board of Directors (of overeenkomstig orgaan) we]/We acknowledge our responsibility for the preparation of the financial statements [optioneel: with due consideration of the restriction on use and distribution] (alleen van toepassing indien geen sprake is van een statutaire jaarrekening) and for the preparation of the management board report, both in accordance with Part 9 of Book 2 of the Dutch Civil Code.

We have fulfilled our responsibilities, as set out in the terms of the review engagement (zie de opdrachtbevestiging d.d. [datum]), for the preparation of the financial statements 201X including its fair presentation [Dutch Standard 2400.61(a)].

2. All transactions have been recorded in the accounting records and are reflected in the financial statements [Dutch Standard 2400.61(b)].
3. We believe that the significant assumptions used in making estimates with respect to [noemen onderdelen waar schattingen zijn gehanteerd], are reasonable. [Dutch Standard 2400.48(a)]

4. All events subsequent to the date of the financial statements and for which Part 9 of Book 2 of the Dutch Civil Code requires adjustment or disclosure have been adjusted or disclosed. [Dutch Standard 2400.62(e)]
5. **[Optioneel, bij een besloten vennootschap en ingeval van een voorgestelde dividenduitkering:** With regard to the proposal for profit appropriation as included in the other information we confirm that, to the best of our knowledge and belief to date and information available to us to date, the proposed profit distribution is permissible and will not cause the company not to be able to repay its outstanding debts now or in the foreseeable future. We confirm that the proposed profit distribution as included in the financial statements has a conditional nature. The actual profit distribution depends on a balance sheet test and distribution test to be carried out in due course.]
6. We believe that the effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter. [Dutch Standard 2400.70(a)]
7. [The auditor shall obtain a specific written representation regarding any restatement made to correct a material misstatement in prior period financial statements that affect the comparative information. Dutch Standard on Auditing 710.9] The restatement as a result of the adjustment of a material misstatement in the prior period financial statements has been appropriately recorded and disclosed in accordance with the requirements of Part 9 of Book 2 of the Dutch Civil Code.
8. [The auditor shall also obtain a specific written representation if events or conditions have been identified that may cast significant doubt on the entity's ability to continue as a going concern. Dutch Standard 2400.62(d) juncto 2400.48(g)]. The financial statement discloses all information of which we are aware that is deemed relevant for our assessment with respect to the entity's ability to continue as a going concern. This includes all relevant key events and circumstances, mitigating factors and our plans for future action. We intend to execute these plans and consider these to be feasible. We confirm that the attached schedule contains our plans for future action relevant to the entity's ability as a going concern, which is the base for our assessment that the entity will be able to continue as a going concern [overview of plans].

Information provided

9. We have provided you with:
 - Access to all information of which we are aware that is relevant to the preparation of the financial statements such as records, supporting documentation and other matters including all minutes of the General Meetings, Supervisory Board/Audit Committee (of equivalent) and the Board of Directors, namely those held on 15 March ... (jaartal(len)), 30 September ... (jaartal(len)), etc., and when applicable, summaries of actions of meetings held after period end for which minutes have not yet been prepared, namely those held on (date).
 - Additional information that you have requested from us for the purpose of the review.
 - Unrestricted access to persons within the entity from whom you determined it necessary for the review of the financial statements. [Dutch Standard 2400.30(b)(iii)(c)]

Fraud and compliance with law and regulation

10. The term fraud refers to an intentional act by one or more individuals among management, those charged with governance, employees, or third parties, involving the use of deception to obtain an unjust or illegal advantage. Fraud also includes misstatements resulting from misappropriation of assets, including pledging of assets without proper authorization. Fraudulent financial reporting involves intentional misstatements or omissions of amounts or disclosures in the financial statements to deceive financial statement users.
11. We acknowledge responsibility for the design and implementation of internal control to prevent and detect fraud. [Dutch Standard 2400.30(b)(ii)]
12. We have disclosed to you the existence of any actual, suspected or alleged fraud that we are aware of and that affects the entity. [Dutch Standard 2400.48(d)(i)]
13. We have disclosed to you all known significant facts relating to any frauds or suspected frauds that may have affected the entity. [Dutch Standard 2400.62(b)]

14. We have disclosed to you all known actual or possible non-compliance with laws and regulations for which the effects of non-compliance affect the entity's financial statements. [Dutch Standard 2400.62(c)]

Related parties

15. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware. [Dutch Standard 2400.48(b) juncto 2400.62(a)]

Commitments, contractual obligations or contingencies, non-monetary transactions or transactions for no consideration

16. We have disclosed to you:

- Material commitments, contractual obligations or contingencies that have affected or may affect the entity's financial statements, including disclosures; [Dutch Standard 2400.62(f)] and
- Material non-monetary transactions or transactions for no consideration undertaken by the entity in the financial reporting period under consideration. [Andere bevestigingen die de accountant noodzakelijk acht – Dutch Standard 2400.62(g)]

Additional representation [indien relevant]

17. Presentation and disclosure of fair value measurements are in accordance with Part 9 of Book 2 of the Dutch Civil Code. The amounts disclosed represent our best estimate of fair value of assets and liabilities required to be disclosed by these standards. The measurement methods and significant assumptions used in determining fair value have been applied in a consistent way, are reasonable and such assumptions appropriately reflect our intent and ability to carry out specific courses of action on behalf of the entity where relevant to the fair value measurements or disclosures.
18. We have no plans or intentions that may materially alter the carrying value or classification of assets and liabilities reflected in the financial statements.
19. We believe that the carrying amounts of all fixed assets included in the balance sheet will be recoverable.
20. Information regarding financial risks exposure and our financial risk management objectives and policies has been adequately disclosed in the financial statements. [as required by the Guidelines for Annual Reporting in the Dutch 290, Financial Instruments]
21. The entity has economic title to all assets. There are no pledges or mortgage rights on the entity's assets, except for those that are disclosed in note [X] to the financial statements.
22. We have properly recorded or disclosed in the financial statements the capital stock repurchase options and agreements, and capital stock reserved for options, warrants, conversions and other requirements.
23. We have requested the legal advisors who perform services for us to provide you with all required information and have requested them to disclose to you any matters you may request in this respect.

Yours sincerely,

Client

[Chief Executive Officer]

[Chief Financial Officer]

[Optioneel] cc: Audit Committee

Voor een voorbeeld overzicht van niet-gecorrigeerde afwijkingen in de jaarrekening wordt u verwezen naar de website voor de webversie van deze brief. Daarnaast is op de website tevens de volledige versie te vinden, inclusief voetnoten en voorbeelden waarvoor (additioneel) bevestiging kan worden gevraagd.

2.3 Schriftelijke bevestiging bij de jaarrekening (samenstellingsopdracht)

NB-tekst Dit is slechts een voorbeeld van een bevestiging bij de jaarrekening. Het voorbeeld moet in alle gevallen worden aangepast teneinde de specifieke omstandigheden van de opdracht weer te geven. Uitgangspunt bij het opstellen van de brief zijn de voorschriften in de Nederlandse Standaard 4410.

(Briefhoofd van de entiteit)

To: Accountant...
... (datum)

Subject: Representation in connection with the financial statements 201X [gebroken boekjaar: for the year ended].

Dear (geadresseerde),

In relation to your compilation engagement of the [Group and Parent's separate] financial statements 201X [gebroken boekjaar: for the year ended] of [NaamHuishouding] we confirm to the best of our knowledge and belief the following:

1. [On behalf of the Board of Directors (of vergelijkbaar orgaan) we]/We acknowledge our responsibility for the preparation of the financial statements [optioneel: and for the preparation of the management board report, both] in accordance with Part 9 of Book 2 of the Dutch Civil Code.¹
2. We have provided you with access to all information and supporting documentation and all minutes of the General Meetings, Supervisory Board and the Board of Directors.
3. We have provided you with all information regarding:
 - any litigation and claims;
 - significant liabilities or possible or contingent assets or liabilities to be recognized or disclosed;
 - events subsequent to the date of the financial statements and which do deviate the actual financial position significantly from that presented at the date of the financial statements, or which require adjustment or disclosure in the [Group and Parent's separate] financial statements;
 - losses resulting from whether or not complying with sales commitments;
 - losses resulting from excess inventory or stated at an amount in excess of net realisable value;
 - related party transactions and related amounts receivable or payable, including sales, purchases, loans, payments, leasing agreements and guarantees;
 - the capital stock repurchase options and agreements, and capital stock reserved for options, warrants, conversions and other requirements.
 - arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements;
 - arrangements with obligation or right of purchase of sold assets.
4. We have no plans or intentions that may materially alter the carrying value or classification of assets and liabilities reflected in the financial statements.
5. The entity has economic title to all assets. There are no pledges or mortgage rights on the entity's assets, except for[those that are disclosed in [NoteX] to the financial statements.]
6. The entity has complied with all requirements and agreements that would affect the financial statements significantly.

¹ Indien geen sprake is van een besloten vennootschap, is Titel 9 Boek 2 BW niet verplicht.

7. [**Optioneel, bij een besloten vennootschap en ingeval van een voorgestelde dividenduitkering:**

With regard to the proposal for profit appropriation as included in the other information we confirm that, to the best of our knowledge and belief to date and information² available to us to date, the proposed profit distribution is permissible and will not cause the company not to be able to repay its outstanding debts now or in the foreseeable future. We confirm that the proposed profit distribution as included in the financial statements has a conditional nature. The actual profit distribution depends on a balance sheet test and distribution test to be carried out in due course.]

8. We confirm our agreement to the financial statements submitted to us.

Yours sincerely,

... (naam entiteit(en))

[Chief Executive Officer]

[Chief Financial Officer]

² Het ligt voor de hand dat als het bestuur een voorstel tot uitkering doet in de jaarrekening dat het bestuur dan ook zal toetsen of dit mogelijk is. Bij de daadwerkelijke uitkeringstoets op het moment van uitbetaling zou het mogelijk kunnen zijn dat de situatie dan is gewijzigd.

3. Toestemming openbaarmaking controleverklaring

3.1 Toestemmingsbrief openbaarmaking controleverklaring op briefpapier accountantspraktijk in door cliënt opgestelde jaarstukken

NB: In onderstaande voorbeeldbrief wordt geen rekening gehouden met de volgende wijziging per 1 oktober 2012 in de BV-wetgeving.

Wanneer de cliënt een besloten vennootschap is waarbij alle aandeelhouders tevens bestuurder zijn, is artikel 2:210 lid 5 BW van toepassing. Dit artikel bepaalt dat, wanneer de bestuurders (en alle commissarissen) de opgemaakte jaarrekening ondertekenen, de jaarrekening daarmee tevens op de datum van ondertekening is vastgesteld. Een apart besluit van de algemene vergadering is dan niet vereist. Voorwaarde is wel dat alle overige vergadergerechtigden (art. 2:227 lid 2 BW) in de gelegenheid zijn gesteld om kennis te nemen van de opgemaakte jaarrekening en hebben ingestemd met deze wijze van vaststelling buiten vergadering.

Is de jaarrekening op deze wijze vastgesteld, dan dient deponering bij het handelsregister binnen acht dagen na datum van ondertekening plaats te vinden (art. 2:394 lid 1 BW).

De statuten kunnen de toepassing van artikel 210 lid 5 echter uitsluiten. In dat geval vindt vaststelling van de jaarrekening bij besluit van de algemene vergadering plaats en dient deponering binnen acht dagen na de datum van de algemene vergadering plaats te vinden. De voorbeeldbrief is dan volledig van toepassing.

To: (opdrachtgever)

Place, date of letter

Dear (geadresseerde),

Please find enclosed a copy of the annual report of ...(naam entiteit) for the year 20XX that has been initialled for identification purposes, and our auditor's report thereon dated ...20XX.

We also send you ...(aantal exemplaren van de controleverklaring) copies of the aforementioned auditor's report. We confirm our permission to include this auditor's report in copies of the annual report 20XX provided that they are identical to the enclosed copy that has been initialled for identification purposes.

We have enclosed one copy (dit kunnen er meer zijn) of our auditor's report with an original handwritten signature. This copy is meant for your own filing purposes (bij meerdere exemplaren: ten behoeve van eigen gebruik). The other copies of our auditor's report state the name of our firm and the name of the responsible audit partner, but without a handwritten signature. We kindly request you to use the copies of the auditor's report without handwritten signature in the version of the annual report that will be published.

We confirm our permission to publish our auditor's¹ report without a handwritten signature, as included in the section "other information" of the enclosed annual report (signed for identification purposes), subject to adoption of the financial statements, without modification, by the General Meeting and on the condition that filing with the Trade Register of the Chamber of Commerce takes place within one month of (datum brief). Publication of our auditor's report is only allowed together with the corresponding complete set of the annual report. If you wish to publish the annual report and our auditor's report on the Internet, it is your responsibility to ensure proper separation of the annual report from other information on the website. For example, by presenting the annual report as a separate, read-only file, or by issuing a warning if readers switch from the web page containing the annual report ("You are now leaving the secure page containing the audited annual report.").

¹ Toestemming tot openbaarmaking van de verklaring bij publicatiestukken van een middelgrote entiteit kan slechts gegeven worden nadat is vastgesteld dat de wettelijke vrijstellingen juist zijn toegepast.

A copy of the annual report is to be signed by the Management Board and by the Supervisory Board and should be presented to the shareholders. The annual report should be adopted by the General Meeting and adoption should be recorded in the minutes.

If prior to the General Meeting circumstances arise that require a modification to the annual report, please note that under Section 2: 362 sub 6 and Section 2: 392 subsection 1 at g of the Dutch Civil Code such modifications should be made prior to the General Meeting. In this situation, of course, we withdraw our permission granted above.

The annual report needs to be filed with the Trade Register of the Chamber of Commerce in ... (plaats handelsregister) no later than 8 days after adoption by the General Meeting and prior to (datum deponeringstermijn). To prevent the abuse of signatures we recommend to have one copy of the documents signed by the Management Board and by the Supervisory Board for your files and to file a version without handwritten signatures with the Chamber of Commerce. The date of adoption by the General Meeting must be recorded on the documents that are published with the Trade Register of the Chamber of Commerce.

Please note that it's legally required to file the annual report with the Trade Register of the Chamber of Commerce and non-compliance is an offence punishable by law. In certain situations by not complying with the publication requirements could even lead to personal liability for management and for the supervisory board.

[Optioneel bij besloten vennootschap en ingeval van een voorgestelde dividenduitkering:

Furthermore, please note that, as per the date on which the dividend is made payable, the Management Board is required to assess, with due observance of the information then available, whether the company will, following dividend payments, be able to continue to pay its exigible debts. Should dividends be paid and the company turn out at a later stage, following and owing to the dividend payments, to be unable to continue to pay its exigible debts, the Management Board may be held jointly and severally liable for payment to the company of the deficit created by the dividend payments if they knew or should have foreseen at the time when the dividend was made payable that such situation would arise owing to the dividend payments.]

Yours sincerely,

Plaats en datum

... (naam accountantspraktijk)

... (naam accountant)

3.2 Toestemmingsbrief openbaarmaking controleverklaring op papier cliënt in door cliënt opgestelde jaarstukken

NB: In onderstaande voorbeeldbrief wordt geen rekening gehouden met de volgende wijziging per 1 oktober 2012 in de BV-wetgeving.

Wanneer de cliënt een besloten vennootschap is waarbij alle aandeelhouders tevens bestuurder zijn, is artikel 2:210 lid 5 BW van toepassing. Dit artikel bepaalt dat, wanneer de bestuurders (en alle commissarissen) de opgemaakte jaarrekening ondertekenen, de jaarrekening daarmee tevens op de datum van ondertekening is vastgesteld. Een apart besluit van de algemene vergadering is dan niet vereist. Voorwaarde is wel dat alle overige vergadergerechtigden (art. 2:227 lid 2 BW) in de gelegenheid zijn gesteld om kennis te nemen van de opgemaakte jaarrekening en hebben ingestemd met deze wijze van vaststelling buiten vergadering.

Is de jaarrekening op deze wijze vastgesteld, dan dient deponering bij het handelsregister binnen acht dagen na datum van ondertekening plaats te vinden (art. 2:394 lid 1 BW).

De statuten kunnen de toepassing van artikel 210 lid 5 echter uitsluiten. In dat geval vindt vaststelling van de jaarrekening bij besluit van de algemene vergadering plaats en dient deponering binnen acht dagen na de datum van de algemene vergadering plaats te vinden. De voorbeeldbrief is dan volledig van toepassing.

To: (opdrachtgever)

Place, date of letter

Dear (geadresseerde),

We confirm our permission to include the following text of our auditor's report in the section "other information" related to the annual report of ...(naam entiteit) for the year (boekjaar) dated (datum controleverklaring) as part of the annual report that equals the final draft presented to us [Optional: including modifications as marked,] of which an initialled copy is enclosed.

INDEPENDENT AUDITOR'S REPORT

"To: appropriate addressee..... Text of the auditor's report..... XYZ Accountants Signed by....."
--

The text of our auditor's report states the name of our firm and the name of the responsible audit partner but without a handwritten signature. We kindly request you to include the text of the auditor's report without handwritten signature in the version of the annual report that will be published. We have enclosed one copy (dit kunnen er meer zijn) of our auditor's report with an original handwritten signature. This copy is meant for your own filing purposes (bij meerdere exemplaren: ten behoeve van eigen gebruik).

We confirm our permission to publish our auditor's report¹, without a handwritten signature, subject to adoption of the annual report, without modification, by the General Meeting and on the condition that filing with the Trade Register of the Chamber of Commerce takes place within one month of (datum brief).

¹ Toestemming tot openbaarmaking van de verklaring bij publicatiestukken van middelgrote entiteiten kan slechts gegeven worden wanneer is vastgesteld dat de wettelijke vrijstellingen juist zijn toegepast.

Publication of our auditor's report is only allowed together with the corresponding complete set of the annual report.

If you wish to publish the annual report and our auditor's report on the Internet, it is your responsibility to ensure proper separation of the annual report from other information on the website. For example, by presenting the annual report as a separate, read-only file, or by issuing a warning if readers switch from the web page containing the annual report ("You are now leaving the secure page containing the audited annual report.").

A copy of the annual report is to be signed by the Management Board and by the Supervisory Board and should be presented to the shareholders. The annual report should be adopted by the General Meeting and adoption should be recorded in the minutes.

If prior to the General Meeting circumstances arise that require a modification to the annual report, please note that under Section 2: 362 sub 6 and Section 2:392 sub 1g of the Dutch Civil Code such modifications should be made prior to the General Meeting. In this situation, of course, we withdraw our permission granted above.

The annual report needs to be filed with the Trade Register of the Chamber of Commerce in ... (plaats handelsregister) no later than 8 days after adoption by the General Meeting and prior to (datum deponeringstermijn). To prevent the abuse of signatures we recommend to have one copy of the documents signed by management and by the supervisory board for your files and to file a version without handwritten signatures with the Trade Register of the Chamber of Commerce. The date of adoption by the General Meeting must be recorded on the documents that are published with the Trade Register of the Chamber of Commerce.

Please note that it's legally required to file the annual report with the Trade Register of the Chamber of Commerce and non-compliance is an offence punishable by law. In certain situations by not complying with the publication requirements could even lead to personal liability for management and for the supervisory board.

[Optioneel bij besloten vennootschap en ingeval van een voorgestelde dividenduitkering:

Furthermore, please note that, as per the date on which the dividend is made payable, the Management Board is required to assess, with due observance of the information then available, whether the company will, following dividend payments, be able to continue to pay its exigible debts. Should dividends be paid and the company turn out at a later stage, following and owing to the dividend payments, to be unable to continue to pay its exigible debts, the Management Board may be held jointly and severally liable for payment to the company of the deficit created by the dividend payments if they knew or should have foreseen at the time when the dividend was made payable that such situation would arise owing to the dividend payments.]

Yours sincerely,

Plaats en datum

... (naam accountantspraktijk)

... (naam accountant)

3.2A Toestemmingsbrief openbaarmaking controleverklaring op papier cliënt in door cliënt opgestelde jaarstukken – OOB

Deze voorbeeldbrief toestemming openbaarmaking is bedoeld voor de openbaarmaking van jaarstukken van ondernemingen waarvan effecten zijn toegelaten tot de handel op een EU gereguleerde markt en die in Nederland hun zetel hebben.

De jaarstukken (jaarverslag, jaarrekening en de overige gegevens, alsmede de verantwoordingsverklaring en een beschrijving van de voornaamste risico's en onzekerheden) worden binnen 4 maanden na afloop van het boekjaar algemeen verkrijgbaar gesteld (Wft art. 5:25c) en toegezonden aan de AFM (Wft art. 5:25m).

Binnen 5 dagen na vaststelling van de jaarrekening zendt de onderneming de jaarrekening, het jaarverslag en de overige gegevens aan de AFM. De AFM zendt deze stukken binnen 3 dagen na ontvangst aan het handelsregister (Wft art. 5:250).

Om misbruik van handtekeningen te voorkomen dient de controleverklaring bij stukken die openbaar worden gemaakt, niet te worden voorzien van een persoonlijke handtekening.

To: (opdrachtgever)

Place, date of letter

Dear (geadresseerde),

We confirm our permission to include the following text of our auditor's report in the section "other information" related to the annual report of ... (naam entiteit) for the year (boekjaar) dated (datum controleverklaring) as part of the annual report that equals the final draft presented to us [Optional: including modifications as marked,] of which an initialled copy is enclosed.

INDEPENDENT AUDITOR'S REPORT

"To: appropriate addressee..... Text of the auditor's report..... XYZ Accountants Signed by....."
--

The text of our auditor's report states the name of our firm and the name of the responsible audit partner but without a handwritten signature. We kindly request you to include the text of the auditor's report without handwritten signature in the version of the annual report that will be published. We have enclosed one copy (dit kunnen er meer zijn) of our auditor's report including an original handwritten signature. This copy is meant for your own filing purposes (bij meerdere exemplaren: ten behoeve van eigen gebruik).

Within four months after the reporting period, the completed annual report as referred to in the Financial Supervision Act (*Wet op het financieel toezicht*; Wft), are made available to the public (Wft Section 5:25c). These annual report should be simultaneously sent to the Authority for the Financial Markets (AFM) (Wft Section 5:25m).

If you wish to publish the annual report and our auditor's report on the Internet, it is your responsibility to ensure proper separation of the annual report from other information on the website. For example, by presenting the annual report as a separate, read-only file, or by issuing a warning if readers switch from the web page containing the annual report ("You are now leaving the secure page containing the audited annual report.").

A copy of the annual report is to be signed by the Management and by the Supervisory Board and should be presented to the shareholders. The annual report should be adopted by the General Meeting and adoption should be recorded in the minutes.

If prior to the General Meeting circumstances arise that require a modification to the annual report, please note that under Section 2: 362 sub 6 and Section 2:392 sub 1g of the Dutch Civil Code such modifications should be made prior to the General Meeting. In this situation, of course, we withdraw our permission granted above.

[Optioneel bij besloten vennootschap en ingeval van een voorgestelde dividenduitkering:

Furthermore, please note that, as per the date on which the dividend is made payable, the Management Board is required to assess, with due observance of the information then available, whether the company will, following dividend payments, be able to continue to pay its exigible debts. Should dividends be paid and the company turn out at a later stage, following and owing to the dividend payments, to be unable to continue to pay its exigible debts, the Management Board may be held jointly and severally liable for payment to the company of the deficit created by the dividend payments if they knew or should have foreseen at the time when the dividend was made payable that such situation would arise owing to the dividend payments.]

Within five days after the adoption by the General Meeting, the annual report should be sent to the Authority for the Financial Markets (AFM) (Wft Section 5:25o). The AFM will send this annual report to the Trade Register of the Chamber of Commerce within three days after receipt.

[Optional: *In case management limits itself with publishing on internet the corporate governance statement, the following sentence can be reported: "You have decided to publish on internet the corporate governance statement as follows from the 'Vaststellingsbesluit nadere voorschriften inhoud jaarverslag' and to sustain with a reference in the annual report thereto. We would like to remind you to your responsibility to ensure that this statement is properly separated from any other information on the internet site and that it stays unchangeable during the statutory filing terms which are also applicable to the annual report and other information. Aforementioned permission to use our auditor's report with the annual report lapses if these conditions are not met.*]

Yours sincerely,

Plaats en datum

... (naam accountantspraktijk)

... (naam accountant)

3.3 Toestemmingsbrief openbaarmaking controleverklaring in door accountantspraktijk opgestelde jaarstukken

NB: In onderstaande voorbeeldbrief wordt geen rekening gehouden met de volgende wijziging per 1 oktober 2012 in de BV-wetgeving.

Wanneer de cliënt een besloten vennootschap is waarbij alle aandeelhouders tevens bestuurder zijn, is artikel 2:210 lid 5 BW van toepassing. Dit artikel bepaalt dat, wanneer de bestuurders (en alle commissarissen) de opgemaakte jaarrekening ondertekenen, de jaarrekening daarmee tevens op de datum van ondertekening is vastgesteld. Een apart besluit van de algemene vergadering is dan niet vereist. Voorwaarde is wel dat alle overige vergadergerechtigden (art. 2:227 lid 2 BW) in de gelegenheid zijn gesteld om kennis te nemen van de opgemaakte jaarrekening en hebben ingestemd met deze wijze van vaststelling buiten vergadering.

Is de jaarrekening op deze wijze vastgesteld, dan dient deponering bij het handelsregister binnen acht dagen na datum van ondertekening plaats te vinden (art. 2:394 lid 1 BW).

De statuten kunnen de toepassing van artikel 210 lid 5 echter uitsluiten. In dat geval vindt vaststelling van de jaarrekening bij besluit van de algemene vergadering plaats en dient deponering binnen acht dagen na de datum van de algemene vergadering plaats te vinden. De voorbeeldbrief is dan volledig van toepassing.

To: (opdrachtgever)

Place, date of letter

Dear (geadresseerde),

Please find enclosed (aantal_1) copies of the annual report and (aantal_2) copies of the annual report for filing purposes of ...(naam entiteit) for the year ended (balans per).

We have enclosed one copy (dit kunnen er meer zijn) of our auditor's report with an original handwritten signature. This copy is meant for your own filing purposes (bij meerdere exemplaren: ten behoeve van eigen gebruik). The other copies of our auditor's report state the name of our firm and the name of the responsible audit partner, but without a handwritten signature. We kindly request you to use the copies of the auditor's report without handwritten signature in the version of the annual report that will be published.

We confirm our permission to publish our auditor's report¹ without a handwritten signature, as included in the section "other information" of the enclosed annual report (signed for identification purposes), subject to adoption of the annual report, without modification, by the General Meeting and on the condition that filing with the Trade Register of the Chamber of Commerce takes place within one month of (datum brief). Publication of our auditor's report is only allowed together with the corresponding complete set of the annual report. If you wish to publish the annual report and our auditor's report on the Internet, it is your responsibility to ensure proper separation of the annual report from other information on the website. For example, by presenting the annual report as a separate, read-only file, or by issuing a warning if readers switch the web page containing the annual report ("You are now leaving the secure page containing the audited annual report.").

A copy of the annual report is to be signed by the Management and by the Supervisory Board and should be presented to the shareholders. The annual report should be adopted by the General Meeting and adoption should be recorded in the minutes.

¹ Toestemming tot openbaarmaking van de verklaring bij publicatiestukken van middelgrote entiteiten kan slechts gegeven worden wanneer is vastgesteld dat de wettelijke vrijstellingen juist zijn toegepast.

If prior to the General Meeting circumstances arise that require a modification to the annual report, please note that under Section 2: 362 sub 6 and Section 2: 392 sub 1g of the Dutch Civil Code such modifications should be made prior to the General Meeting. In this situation, of course, we withdraw our permission granted above.

The annual report needs to be filed with the Trade Register of the Chamber of Commerce in ... (plaats handelsregister) no later than 8 days after adoption by the General Meeting and prior to (datum deponeringstermijn). To prevent abuse of signatures we recommend to have one copy of the documents signed by the Management Board and by the Supervisory Board for your files and to file a version without handwritten signatures with the Trade Register of the Chamber of Commerce. The date of adoption by the General Meeting must be recorded on the documents that are published with the Trade Register of the Chamber of Commerce.

Please note that it's legally required to file the annual report with the Trade Register of the Chamber of Commerce and non-compliance is an offence punishable by law. In certain situations by not complying with the publication requirements could even lead to personal liability for management and for the supervisory board.

[Optioneel bij besloten vennootschap en ingeval van een voorgestelde dividenduitkering:

Furthermore, please note that, as per the date on which the dividend is made payable, the Management Board is required to assess, with due observance of the information then available, whether the company will, following dividend payments, be able to continue to pay its exigible debts. Should dividends be paid and the company turn out at a later stage, following and owing to the dividend payments, to be unable to continue to pay its exigible debts, the Management Board may be held jointly and severally liable for payment to the company of the deficit created by the dividend payments if they knew or should have foreseen at the time when the dividend was made payable that such situation would arise owing to the dividend payments.]

Yours sincerely,

Plaats en datum

... (naam accountantspraktijk)

... (naam accountant)

4 Vrijwaringsbrieven inzake dossierreviews bij due diligence opdrachten/emissies

4.1 Brief Accountant Verkoper aan zijn cliënt Verkoper BV indien sprake is van een controleopdracht

... (naam verkoper bv)

Address, place

Place, date

Dear members of the Management Board/Board of Directors,

In connection with the possible acquisition of ... (naam verkoper bv) by ... (naam koper bv), you have requested us to allow ... (naam accountantspraktijk) confidential access to our working papers prepared in connection with our audit of the financial statements 201X (of voor een gebroken boekjaar: for the year ended 30 June 201X) of ... (naam verkoper bv) as well as answering the questions posed by ... (naam accountantspraktijk) about the records in our audit files.

Our working papers were prepared to serve as evidence supporting our audit report on the financial statements 201X (of voor een gebroken boekjaar: for the year ended 30 June 201X) taken as a whole and to assist us in performing (and in supervising) our audit engagement. The working papers contain the documentation on our audit approach, the work performed, information obtained and relevant conclusions. They do not necessarily address all matters relevant to a potential buyer. In addition there may be sensitive information in our working papers with respect to the company which may be wrongly interpreted by a third party and thus may affect the possible acquisition referred to above.

We will request ... (naam koper bv) and ... (naam accountantspraktijk) to return to us signed copies of the attached (draft) letters. In these letters, it is stated, among other matters, that you have given us consent to allow ... (naam accountantspraktijk) access to the files, as well as to answer the questions posed by ... (naam accountantspraktijk)

We kindly request you to sign and date the copy of this letter as a confirmation of this consent.

Yours faithfully,

... (ondertekenende accountantspraktijk)

For and on behalf of these,

... (naam partner)

Enclosures:

- letter to be sent to ... (naam accountantspraktijk)
- letter to be sent to ... (naam koper bv)

You have our permission to make your working papers available for confidential access and to answer questions as indicated above.

... (naam verkoper bv)

... (naam en functie)

... (datum ondertekening)

4.2 Brief Accountant Verkoper aan Accountant Koper indien sprake is van een controleopdracht

... (naam accountantspraktijk)

Adres en plaats

Plaats en datum

Dear ... (naam partner/vennoot/directeur),

Our client, ... (naam verkoper bv), has requested us to allow you confidential access to our working papers concerning the audit of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv). This request was made in connection with the possible acquisition of ... (naam verkoper bv) by your client ... (naam koper bv).

Management [Optioneel: The management board] of ... (naam verkoper bv) granted us written permission on ... (datum schriftelijke toestemming tot inzage) to allow you confidential access to the working papers concerned. This permission is limited to allowing you confidential access and answering your questions in that regard. It is our firm's policy not to make any copies of the working papers.

Our audit of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) was performed in accordance with Dutch law. The work was performed for the purpose of issuing an auditor's report on the financial statements. On ... (datum) we issued an (unmodified/adverse/qualified) auditor's report (with a disclaimer of opinion) on the financial statements of 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X").

Under Dutch law it is our responsibility to perform the audit, subject to the inherent limitations therein, to obtain reasonable assurance about whether the financial statements are free from material misstatement and whether they have been prepared in accordance with [optioneel: Part 9 of Book 2 of the Dutch Civil Code/IFRS].

Our audit was not planned and performed in the context of a possible acquisition of ... (naam verkoper bv). As a consequence, matters that may be of importance to ... (naam koper bv)'s assessment of that company may not have been considered at all or not considered in full in the audit and may therefore not be documented in our working papers.

We have not performed any work in connection with the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) since the date of our auditor's report ... (datum).

The notes, discussions and individual conclusions contained in our audit working papers should be considered in the context of our opinion on whether the financial statements taken as a whole give a true and fair view and should not be viewed in isolation. They must not be viewed as an opinion or conclusion with regard to any individual amounts, accounts, balances, transactions or notes, nor with regard to the quality of the accounting system and the related internal controls.

The foregoing means that access to our working papers cannot in any way serve as a substitute for other enquiries and procedures that ... (naam koper bv) and/or ... (naam accountantspraktijk) should undertake in connection with the aforementioned possible transaction.

You acknowledges that ... (ondertekenende accountantspraktijk) has not assumed any obligation, or given any commitment, to you or your client by allowing said access.

In view of the fact that, as indicated above, we did not plan and perform our audit in the context of (a review by your client of) any acquisition of ... (naam verkoper bv), ... (ondertekenende

accountantspraktijk) hereby disclaims any liability in relation to the access that ... (naam accountantspraktijk) was allowed to the aforementioned audit working papers.

Please note that you shall not be permitted to distribute to other parties than your client ... (naam koper bv) any information that you might collect as a result of the confidential access, or to publicly disclose such information. If you should violate this condition and distribute or disclose such information to third parties, you shall fully indemnify... (ondertekenende accountantspraktijk) and its employees and hold us harmless against any resulting third party claim.

We kindly request you to confirm the above by dating and signing the enclosed copy of this letter, and returning it to us.

In addition, we would ask you to present the enclosed letter of similar wording addressed to ... (naam koper bv) to your client, and request your client to date and sign the enclosed copy of said letter, and to return it to us.

After having received both letters, signed for acceptance, we will proceed to allow you confidential access to the working papers described in the first sentence of this letter.

Yours faithfully,

For and on behalf of ... (ondertekenende accountantspraktijk),

... (naam partner)

Accepted

For and on behalf of ... (naam accountantspraktijk)

... (naam en functie)

... (datum ondertekening)

4.3 Brief Accountant Verkoper aan Koper BV indien sprake is van een controleopdracht

... (naam koper bv)

Adres en plaats

Plaats en datum

Dear members of the management board/board of directors,

Our client, ... (naam verkoper bv), has requested us to allow your auditors, ... (naam accountantspraktijk), confidential access to our working papers concerning the audit of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv). This request was made in connection with the possible acquisition of ... (naam verkoper bv) by you.

Management (optioneel: The management board) of ... (naam verkoper bv) granted us written permission on ... (datum schriftelijke toestemming tot inzage) to allow ... (naam accountantspraktijk) confidential access to the working papers concerned as well as answering the questions posed by ... (naam accountantspraktijk) about the records in our audit files.

Our audit of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) was performed in accordance with Dutch law. The work was performed for the purpose of issuing an auditor's report on the financial statements. On ... (datum) we issued a(n) [unmodified/adverse/qualified] auditor's report [with a disclaimer of opinion] on the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X").

Under Dutch law it is our responsibility to perform the audit, subject to the inherent limitations therein, to obtain reasonable assurance about whether the financial statements are free from material misstatement and whether they have been prepared in accordance with [optioneel: Part 9 of Book 2 of the Dutch Civil Code/IFRS].

Our audit was not planned and performed in the context of a possible acquisition of ... (naam verkoper bv). As a consequence, matters that may be of importance to your assessment of that company may not have been considered at all or not considered in full in the audit and may therefore not be documented in our working papers.

We have not performed any work in connection with the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) since the date of our auditor's report, ... (date).

The notes, discussions and individual conclusions contained in our audit working papers should be considered in the context of the assessment as to whether the financial statements taken as a whole give a true and fair view and should not be viewed in isolation. They must not be viewed as an opinion or conclusion with regard to any individual amounts, accounts, balances, transactions or notes, nor with regard to the quality of the accounting system and the related internal controls.

The foregoing means that access to our working papers cannot in any way serve as a substitute for other enquiries and procedures that you and/or ... (naam accountantspraktijk) should undertake in connection with the afore-mentioned possible transaction.

You acknowledge that ... (ondertekenende accountantspraktijk) has not assumed any obligation, or given any commitment, to you or your client by allowing said access.

In view of the fact that, as indicated above, we did not plan and perform our audit in the context of (a review by your client of) any acquisition of ... (naam verkoper bv), ... (ondertekenende accountantspraktijk) hereby disclaims any liability in relation to the access that ... (naam

accountantspraktijk) was allowed to the aforementioned audit working papers. Please note that you shall not be permitted to distribute to third parties any information that you might collect as a result of the confidential access, nor to publicly disclose such information. You shall fully indemnify... (ondertekenende accountantspraktijk) and its employees and hold us harmless against any resulting third party claim..

We kindly request that you confirm the above by dating and signing the enclosed copy of this letter, and returning it to us.

We have sent your auditor a letter of similar wording. After having received both letters, signed for acceptance, we will proceed to allow ... (naam accountantspraktijk) confidential access to the working papers described in the first sentence of this letter.

Yours faithfully,

For and on behalf of ... (ondertekenende accountantspraktijk)

... (naam partner)

Accepted

For and on behalf of ... (naam koper bv)

... (naam en functie)

... (datum ondertekening)

4.4 Brief Accountant Verkoper aan zijn cliënt Verkoper BV indien sprake is van een beoordelingsopdracht

... (naam verkoper bv)

Adres en plaats

Plaats en datum

Dear members of the management board/board of directors,

In connection with the possible acquisition of ... (naam verkoper bv). by ... (naam koper bv), you have requested us to allow ... (naam accountantspraktijk) confidential access to our working papers prepared in connection with our review of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv). as well as answering the questions posed by ... (naam accountantspraktijk) about the records in our review files.

Our working papers were prepared to serve as assurance evidence supporting our review report on the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") taken as a whole and to assist us in performing (and in supervising) our review engagement. The working papers contain the documentation on our review approach, the work performed, information obtained and relevant conclusions. They do not necessarily address all matters relevant to a potential buyer. In addition there may be sensitive information in our working papers with respect to the company which may be wrongly interpreted by a third party and thus may affect the possible acquisition referred to above.

We will request ... (naam koper bv). and ... (naam accountantspraktijk) to return to us signed copies of the attached draft letters. In these letters, it is stated, among other matters, that you have given us consent to allow ... (naam accountantspraktijk) access to the files, as well as to answer the questions posed by ... (naam accountantspraktijk).

We kindly request you to sign and date the copy of this letter as a confirmation of this consent.

Yours faithfully,

For and on behalf of ... (ondertekenende accountantspraktijk),

... (naam partner)

Enclosures:

- letter to be sent to ... (naam accountantspraktijk)
- letter to be sent to ... (naam koper bv).

You have our permission to make your working papers available for confidential access and to answer questions as indicated above.

For and on behalf of ... (naam verkoper bv).

... (naam en functie)

... (datum ondertekening)

4.5 Brief Accountant Verkoper aan Accountant Koper indien sprake is van een beoordelingsopdracht

... (naam accountantspraktijk)

Adres en plaats

Plaats en datum

Dear ... (naam partner/vennoot/directeur),

Our client, ... (naam verkoper bv), has requested us to allow you confidential access to our working papers concerning the review of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) This request was made in connection with the possible acquisition of ... (naam verkoper bv) by your client ... (naam koper bv).

Management [of The management board] of ... (naam verkoper bv) granted us written permission on ... (datum schriftelijke toestemming tot inzage) to allow you confidential access to the working papers concerned. This permission is limited to allowing you confidential access and answering your questions in that regard. It is our firm's policy not to make any copies of the working papers.

Our review of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) was performed in accordance with Dutch law, including the Dutch Standard 2400, "Engagements to review financial statements". The work was performed for the purpose of issuing an review report on the financial statements. On ... (datum) we issued a(n) [unmodified/adverse/qualified] review report [with a disclaimer of conclusion] on the financial statements of 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X"). The financial statements are the responsibility of the company's management.

Under Dutch law, including the Dutch Standard 2400 it is our responsibility to perform the review, subject to the inherent limitations therein, to obtain limited assurance on the true and fair view of the financial statements taken as a whole. We refer to the Framework for Assurance engagements.

Our review was not planned and performed in the context of a possible acquisition of ... (naam verkoper bv) As a consequence, matters that may be of importance to ... (naam koper bv)'s assessment of that company may not have been considered at all or not considered in full in the review and may therefore not be documented in our working papers.

We have not performed any work in connection with the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) since the date of our review report ... (datum).

The notes, discussions and individual conclusions contained in our review working papers should be considered in the context of our review of the true and fair view given by the financial statements taken as a whole and should not be viewed in isolation. They must not be viewed as an opinion or conclusion with regard to any individual amounts, accounts, balances, transactions or notes, or with regard to the quality of the accounting system and the related internal controls.

The foregoing means that access to of our working papers cannot in any way serve as a substitute for other enquiries and procedures that ... (naam koper bv) and/or ... (naam accountantspraktijk) should undertake in connection with the afore-mentioned possible transaction.

You acknowledge that ... (ondertekenende accountantspraktijk) has not assumed any obligation, or given any commitment, to you or your client by allowing said access.

In view of the fact that, as indicated above, we did not plan and perform our review in the context of (a review by your client of) any acquisition of ... (naam verkoper bv), ... (ondertekenende

accountantspraktijk) hereby disclaims any liability in relation to the access that ... (naam accountantspraktijk) was allowed to the aforementioned review working papers.

Please note that you shall not be permitted to distribute to other parties than your client ... (naam koper bv) any information that you might collect as a result of the confidential access, or to publicly disclose such information. If you should violate this condition and distribute or disclose such information to third parties, you shall fully indemnify... (ondertekenende accountantspraktijk) and its employees and hold us harmless against any resulting third party claim.

We kindly request you to confirm the above by dating and signing the enclosed copy of this letter, and returning it to us.

In addition, we would ask that you present the enclosed letter of similar wording addressed to ... (naam koper bv) to your client, and request your client to date and sign the enclosed copy of said letter, and to return it to us.

After having received both letters, signed for acceptance, we will proceed to allow you confidential access to the working papers described in the first sentence of this letter.

Yours faithfully,

For and on behalf of ... (ondertekenende accountantspraktijk),

... (naam partner)

Accepted

For and on behalf of ... (naam accountantspraktijk)

... (naam en functie)

... (datum ondertekening)

4.6 Brief Accountant Verkoper aan Koper BV indien sprake is van een beoordelingsopdracht

... (naam koper bv)

Adres en plaats

Plaats en datum

Dear members of the management board/board of directors,

Our client, ... (naam verkoper bv), has requested us to allow your accountants, ... (naam accountantspraktijk), confidential access to our working papers concerning the review of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) This request was made in connection with the possible acquisition of ... (naam verkoper bv) by you.

Management (of: The management board) of ... (naam verkoper bv) granted us written permission on ... (datum schriftelijke toestemming tot inzage) to allow ... (naam accountantspraktijk) confidential access to the working papers concerned as well as answering the questions posed by ... (naam accountantspraktijk) about the records in our review files.

Our review of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) was performed in accordance with Dutch law, including the Dutch Standard 2400, "Engagements to review financial statements". The work was performed for the purpose of issuing an review report on the financial statements. On ... (datum) we issued a(n) [unmodified/adverse/qualified] review report [with a disclaimer of conclusion] on the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X").

Under Dutch law, including the Dutch Standard 2400, it is our responsibility to perform the review, subject to the inherent limitations therein, to obtain limited assurance on the true and fair view of the financial statements taken as a whole. The financial statements are the responsibility of the company's management.

Our review was not planned and performed in the context of a possible acquisition of ... (naam verkoper bv). As a consequence, matters that may be of importance to your assessment of that company may not have been considered at all or not considered in full in the review and may therefore not be documented in our working papers.

We have not performed any work in connection with the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) since the date of our review report ... (datum).

The notes, discussions and individual conclusions contained in our review working papers should be considered in the context of our review of the true and fair view given by the financial statements taken as a whole and should not be viewed in isolation. They must not be viewed as an opinion or conclusion with regard to any individual amounts, accounts, balances, transactions or notes, or with regard to the quality of the accounting system and the related internal controls.

The foregoing means that access to our working papers cannot in any way serve as a substitute for other enquiries and procedures that you and/or ... (naam accountantspraktijk) should undertake in connection with the afore-mentioned possible transaction.

You acknowledge that ... (ondertekenende accountantspraktijk) has not assumed any obligation, or given any commitment, to you or your accountants by allowing said access.

In view of the fact that, as indicated above, we did not plan and perform our review in the context of (a review by your client of) any acquisition of ... (naam verkoper bv), ... (ondertekenende accountantspraktijk) hereby disclaims any liability in relation to the access that ... (naam accountantspraktijk) was allowed to the aforementioned review working papers.

Please note that you shall not be permitted to distribute to third parties any information that you might collect as a result of the confidential access, or to publicly disclose such information. You shall fully indemnify... (ondertekenende accountantspraktijk) and its employees and hold us harmless against any resulting third party claim

We kindly request that you confirm the above by dating and signing the enclosed copy of this letter, and returning it to us.

We have sent your accountant a letter of similar wording. After having received both letters, signed for acceptance, we will proceed to allow ... (naam accountantspraktijk) confidential access to the working papers described in the first sentence of this letter.

Yours faithfully,

For and on behalf of ... (ondertekenende accountantspraktijk)

... (naam partner)

Accepted

For and on behalf of ... (naam koper bv)

... (naam en functie)

... (datum ondertekening)

4.7 Brief Accountant Verkoper aan zijn cliënt Verkoper BV indien sprake is van een samenstellingsopdracht

... (naam verkoper bv)

Adres en plaats

Plaats en datum

Dear members of the management board/board of directors,

In connection with the possible acquisition of ... (naam verkoper bv) by ... (naam koper bv), you have requested us to allow ... (naam accountantspraktijk) confidential access to our working papers prepared in connection with our compilation of the financial statements (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) as well as answering the questions posed by ... (naam accountantspraktijk) about the records in our compilation files.

Our working papers were prepared to serve as evidence support our compilation report on the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") taken as a whole and to assist us in performing (and in supervising) our compilation engagement. The working papers contain the documentation on our approach, the work performed, and information obtained. They do not necessarily address all matters relevant to a potential buyer. In addition there may be sensitive information in our working papers with respect to the company which may be wrongly interpreted by a third party and thus may affect the possible acquisition referred to above.

We will request ... (naam koper bv) and ... (naam accountantspraktijk) to return to us signed copies of the attached (draft) letters. In these letters, it is stated, among other matters, that you have given us consent to allow ... (naam accountantspraktijk) access to the files, as well as to answer the questions posed by ... (naam accountantspraktijk).

We kindly request you to sign and date the copy of this letter as a confirmation of this consent.

Yours faithfully,

For and on behalf of ... (ondertekenende accountantspraktijk),

... (naam partner)

Enclosures:

- letter to be sent to ... (naam accountantspraktijk)
- letter to be sent to ... (naam koper bv)

You have our permission to make your working papers available for confidential access and to answer questions as indicated above.

For and on behalf of ... (naam verkoper bv)

... (naam en functie)

... (datum ondertekening)

4.8 Brief Accountant Verkoper aan Accountant Koper indien sprake is van een samenstellingsopdracht

... (naam accountantspraktijk)

Adres en plaats

Plaats en datum

Dear Name partner/vennoot/directeur,

Our client, ... (naam verkoper bv), has requested us to allow you confidential access to our working papers concerning the compilation of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) This request was made in connection with the possible acquisition of ... (naam verkoper bv) by your client ... (naam koper bv).

Management (of The management board of The board of directors) of ... (naam verkoper bv) granted us written permission on ... (datum schriftelijke toestemming tot inzage) to allow you confidential access to the working papers concerned. This permission is limited to allowing you confidential access and answering your questions in that regard. It is our firm's policy not to make any copies of the working papers.

Our compilation of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) was performed in accordance with Dutch law, including the Dutch Standard 4410, "Engagements to compile financial statements" (of: 4410H "Compilation engagements"). The work was performed for the purpose of issuing a compilation report on the financial statements. On ... (datum) we issued a compilation report on the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X"). These financial statements are the responsibility of the management of ... (naam verkoper bv).

Under Dutch law, including the Dutch Standard 4410 (of: "4410H") it is our responsibility to compile the financial statements without the object of obtaining any assurance on the true and fair view of the financial statements. We refer to the Framework for Assurance engagements. This means that we did not perform an audit or a review engagement on the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv).

Our compilation was not planned and performed in the context of a possible acquisition of ... (naam verkoper bv). As a consequence, matters that may be of importance to ... (naam koper bv)'s assessment of that company may not have been considered at all or not considered in full in the compilation and may therefore not be documented in our working papers.

We have not performed any work in connection with the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) since the date of our compilation report ... (datum).

The notes, discussions and individual conclusions contained in our compilation working papers should be considered in the context of our compilation of the financial statements taken as a whole and should not be viewed in isolation. They must not be viewed as an opinion or conclusion with regard to any individual amounts, accounts, balances, transactions or notes, or with regard to the quality of the accounting system and the related internal controls.

The foregoing means that access to our working papers cannot in any way serve as a substitute for other enquiries and procedures that ... (naam koper bv) and/or ... (naam accountantspraktijk) should undertake in connection with the afore-mentioned possible transaction.

You acknowledge that ... (ondertekenende accountantspraktijk) has not assumed any obligation, or given any commitment, to you or your client by allowing said access. In view of the fact that, as indicated

above, we did not plan and perform our compilation in the context of (a review by your client of) any acquisition of ... (naam verkoper bv), ... (ondertekenende accountantspraktijk) hereby disclaims any liability in relation to the access that ... (naam accountantspraktijk) was allowed to the aforementioned compilation working papers.

Please note that you shall not be permitted to distribute to other parties than your client ... (naam koper bv) any information that you might collect as a result of the confidential access, or to publicly disclose such information. If you should violate this condition and disseminate or disclose such information to third parties, you shall fully indemnify... (ondertekenende accountantspraktijk) and its employees and hold us harmless against any resulting third party claim.

We kindly request you to confirm the above by dating and signing the enclosed copy of this letter, and returning it to us.

In addition, we would ask that you present the enclosed letter of similar wording addressed to ... (naam koper bv) to your client, and request your client to date and sign the enclosed copy of said letter, and to return it to us.

After having received both letters, signed for acceptance, we will proceed to allow you confidential access to the working papers described in the first sentence of this letter.

Yours faithfully,

For and on behalf of ... (ondertekenende accountantspraktijk)

... (naam partner)

Accepted

For and on behalf of ... (naam accountantspraktijk)

... (naam en functie)

... (datum ondertekening)

4.9 Brief Accountant Verkoper aan Koper BV indien sprake is van een samenstellingsopdracht

... (naam koper bv)

Adres en plaats

Plaats en datum

Dear members of the management board/board of directors,

Our client, ... (naam verkoper bv), has requested us to allow your accountants, ... (naam accountantspraktijk), confidential access to our working papers concerning the compilation of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) This request was made in connection with the possible acquisition of ... (naam verkoper bv) by you.

Management (of The management board of The board of directors) of ... (naam verkoper bv) granted us written permission on ... (datum schriftelijke toestemming tot inzage) to allow ... (naam accountantspraktijk) confidential access to the working papers concerned as well as answering the questions posed by ... (naam accountantspraktijk) about the records in our compilation files.

Our compilation of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) was performed in accordance with Dutch law, including the Dutch Standard 4410, "Engagements to compile financial statements" (of: 4410H "Compilation engagements"). The work was performed for the purpose of issuing a compilation report on the financial statements. On ... (datum) we issued a compilation report on the financial statements of 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X"). These financial statements are the responsibility of the management of ... (naam verkoper bv).

Under Dutch law, including the Dutch Standard 4410 (of '4410H'). It is our responsibility to compile the financial statements without the object of obtaining any assurance on the true and fair view of the financial statements. This means that we did not perform an audit or a review engagement on the financial statements of 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv).

Our compilation was not planned and performed in the context of a possible acquisition of ... (naam verkoper bv). As a consequence, matters that may be of importance to your assessment of that company may not have been considered at all or not considered in full in the compilation and may therefore not be documented in our working papers.

We have not performed any work in connection with the financial statements of 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") of ... (naam verkoper bv) since the date of our compilation report ... (datum).

The notes, discussions and individual conclusions contained in our compilation working papers should be considered in the context of our compilation of the financial statements taken as a whole and should not be viewed in isolation. They must not be viewed as an opinion or conclusion with regard to any individual amounts, accounts, balances, transactions or notes, or with regard to the quality of the accounting system and the related internal controls.

The foregoing means that access to our working papers cannot in any way serve as a substitute for other enquiries and procedures that you and/or ... (naam accountantspraktijk) should undertake in connection with the aforementioned possible transaction. You acknowledge that ... (ondertekenende accountantspraktijk) has not assumed any obligation, or given any commitment, to you or your accountants by allowing said access.

In view of the fact that, as indicated above, we did not plan and perform our compilation in the context of (a review by your client of) any acquisition of ... (naam verkoper bv), ... (ondertekenende accountantspraktijk) hereby disclaims any liability in relation to the access that ... (naam accountantspraktijk) was allowed to the aforementioned compilation working papers.

Please note that you shall not be permitted to distribute to third parties any information that you might collect as a result of the confidential access, or to publicly disclose such information. You shall fully indemnify... (ondertekenende accountantspraktijk) and its employees and hold us harmless against any resulting third party claim

We kindly request that you confirm the above by dating and signing the enclosed copy of this letter, and returning it to us.

We have sent your accountant a letter of similar wording. After having received both letters, signed for acceptance, we will proceed to allow ... (naam accountantspraktijk) confidential access to the working papers described in the first sentence of this letter.

Yours faithfully,

For and on behalf of ... (ondertekenende accountantspraktijk)

... (naam partner)

Accepted

For and on behalf of ... (naam koper bv)

... (naam en functie)

... (datum ondertekening)

5. Toestemmingsbrief in verband met een prospectus

5.4 Toestemmingsbrief in verband met een prospectus

To: (opdrachtgever)

Place, date of letter

Subject: Letter of consent

Dear (geadresseerde),

We hereby give our consent to the inclusion in the [*describe prospectus*] ('Prospectus'), a copy of which is attached to this letter initialled for identification purposes, of:

- [*the reference to*] our independent auditor's reports dated [*date 20XX+1, date 20XX and date 20XX-1*] on the Company's financial statements 20XX, 20XX-1 and 20XX-2;
- [*our independent auditor's report dated [date 20XX+1] on the [consolidated/combined] special purpose financial statements 20XX, 20XX-1 and 20XX-2, a copy of which is attached to this letter initialled for identification purposes;*]
- [*[the reference to] our review report on the Company's consolidated interim financial statements as at and for the six months ended [30 June 20XX+1];*]
- [*our review report on the [consolidated/combined] special purpose interim financial statements as at and for the six months ended [30 June 20XX+1], a copy of which is attached to this letter initialled for identification purposes;*]
- [*our assurance report dated [date 20XX+1] on the [consolidated] prospective financial information, a copy of which is attached to this letter initialled for identification purposes;*]
- [*our assurance report dated [date 20XX+1] on the pro forma [combined] financial information [as at and for the year ended 31 December 20XX], a copy of which is attached to this letter initialled for identification purposes;*]
and
- the references to our name in the form and context in which they are included in the enclosed initialled Prospectus.

To prevent the abuse of signatures, the prospectus to be made public may not be accompanied by our personally signed reports.

Yours sincerely,

... (naam accountantspraktijk)

... (naam accountant)

Attachments:

- Independent auditor's report dated [*date 20XX+1*] on the [*consolidated/combined*] special purpose financial statements 20XX, 20XX-1 and 20XX-2
- Review report on the [*consolidated/combined*] special purpose interim financial statements as at and for the six months ended [*30 June 20XX+1*]
- Assurance report dated [*date 20XX+1*] on the [*consolidated*] prospective financial information
- Assurance report dated [*date 20XX+1*] on the pro forma [*combined*] financial information [*as at and for the year ended 31 December 20XX*]
- Initialled Prospectus

6. Betrokkenheid accountant bij inbrengtransacties

Place, date

Ref: payment on shares

Dear (geadresseerde),

Engagement

In connection with the contribution in kind as payment on the shares to be issued by [*naam vennootschap*] you will prepare a description (hereinafter to be called: "the description") pursuant to Section [2:94a/2:94b] subsection 1 of the Dutch Civil Code. You have engaged us to issue an auditor's report as described in subsection 2 of that Section in connection with this description.

With this letter we confirm the engagement and the terms under which we will perform it. We would also like to draw your attention to the scope of the engagement, the nature of our service provision and the limitations which result from this.

Scope of the engagement

Our work is aimed at enabling us to issue an auditor's report as described in the aforementioned Section of the Dutch Civil Code. To this end we will investigate whether - applying valuation methods generally accepted in the Netherlands which are specified in the description - the proposed contribution in kind described as at [*date for which the contribution is described and valued*] at least equals the amount of the payment obligation which the proposed contribution is required to meet. Because of the nature of the engagement together with the inherent limitations of such an engagement, there is an unavoidable risk that a misstatement, even one of material importance, may not be detected.

In our auditor's report we will only state that in our opinion the value of the contribution in kind as included in the description at least equals the payment obligation which the proposed contribution is required to meet. This means that we do not give an opinion on the value of the contribution in the context of this engagement. Nor will we investigate the power of disposal of the contributor(s) with regard to the assets to be contributed.

The description of the proposed contribution in kind forms the starting point for our work. We anticipate full cooperation from you and your staff and trust that all records, documentation and other information which are needed to perform the work will be made available to us.

We will conduct our audit in accordance with Dutch law, including the Dutch Standards on Auditing. This requires that we comply with ethical requirements laid down in the Code of Conduct ('Verordening Gedragscode') which is available for perusal on the official website of the Dutch accountancy profession at www.nba.nl. Upon request, we will send you a copy of this Code.

Responsibility for the description and the contribution

We draw your attention to the fact that you are responsible for the content of the description. This means that before issuing our auditor's report, we should have a copy of the description signed by all [*incorporators/directors*]. Accordingly, we will also ask you to sign a letter of representation, in which you declare - amongst other things - that we have been provided with all the information needed to carry out our work in connection with this engagement. We also draw your attention to the fact that it is your responsibility to ensure that the payment on shares is effected legally correct and on time.

Inspection of our files by supervisory authorities and other bodies

We can be required by law or regulations to provide certain parts of our working papers to other parties.

Independence

Dutch law requires us to be independent of our audit clients. As a result, certain non-audit services are subject to supplementary conditions and restrictions apply to certain types of non-audit services. If this issue arises, we will consult with you about the conditions and/or possible restrictions.

To continue safeguarding our independence in the most efficient way, we request that you inform us about the legal structure of your company, the names of your direct and indirect shareholders, as well as the names of all other companies, including group companies and affiliates, to which your company is directly or indirectly related, stating which of these companies and shareholders is listed on a recognized stock exchange. Any change in the composition or structure of your group could mean that we would be required to discontinue providing certain services to your company.

In order to safeguard our independence, certain conditions apply if a partner or professional of our organization intends to join one of our audit clients. Accordingly, without our prior written permission, you cannot make an employment offer for a financial reporting position to any of our organization's current or former partners or professionals who were involved in the audit of the financial statements. This restriction remains in effect until the appropriate period prescribed by the independence rules has expired.

Furthermore, without our prior written permission you cannot enter into a relationship with a partner or other professional of our organization involving a common commercial or financial interest. This provision enables us to determine whether the relationship is appropriate to the conduct of normal business activities and whether the overlap with the audit engagement could threaten our independence.

Act on the prevention of money laundering and terrorist financing

Under the Act on the prevention of money laundering and terrorist financing ('Wet ter voorkoming van witwassen en financiering van terrorisme - Wwft') we have to carry out a customer due diligence before we can accept the engagement. Furthermore, this act obliges us to report unusual transactions carried out or intended at or by a client, insofar as this is encountered as part of our normal procedures, to the Dutch Financial Intelligence Unit in Zoetermeer, the Netherlands.

Fees

Our fees are based on the time spent by our team, including incurred expenses. Individual hourly rates vary according to the degree of responsibility involved and the required experience and skill of each of the team members.

[Alternatief-1: indien sprake is van inbrengcontrole bij oprichting; art. 94a]

We will charge our fee to the company once it has been incorporated. However, in your capacity as client(s) and founder(s) of the company you will remain liable to us for payment of the invoice until it has been settled by the company.]

[Alternatief-2: indien sprake is van inbrengcontrole na oprichting; art. 94b]

We will charge our fee based on our work in progress.]

General terms and conditions

The services we provide are subject to the General Terms and Conditions, a copy of which is enclosed.

[Optioneel: We draw your attention to the limitation of our liability contained therein]. By signing and returning this engagement letter you acknowledge the receipt and acceptance of the aforementioned General Terms and Conditions .

[Optioneel: Electronic communication]

- During the execution of the Engagement, we both can communicate with one another using electronic means.
- We both shall not be liable towards one other for any loss or damage that may be sustained by either or each of them as a result of the use of electronic means of communication, including – but not restricted to – loss or damage due to non-delivery or delayed delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmitting, receiving or processing electronic communication, transmission of viruses and the failure or poor functioning of the telecommunications network or other resources required for electronic communication, unless the loss or damage is the result of wilful misconduct or gross negligence.
- We both will do or omit to do everything that may reasonably be expected of each of them in order to

prevent the risks referred to above from occurring.

- The data abstracts from the sender's computer systems shall constitute conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is furnished by the receiver.

Conclusion

We kindly ask you to sign the enclosed copy of this engagement letter after approval and return it to us. For further clarification, please feel free to contact us.

Yours sincerely,

... (naam accountantspraktijk)

On its behalf

... (Names members of the Management Board/incorporators)

... (Name public company limited by shares)

... (Date)

Enclosures:

- General Terms and Conditions
- Copy of this letter

Place, date

Ref: Nachgründung

Dear (geadresseerde),

Engagement

In connection with the acquisition of assets by [*naam vennootschap*] which are or have been the property of the company's incorporators or shareholders of the company you will prepare a description (hereinafter to be called: "the description") pursuant to Section 2:94c subsection 2 of the Dutch Civil Code. You have engaged us to issue an auditor's report as described in subsection 3 of that Section in connection with this description.

With this letter we confirm the engagement and the terms under which we will perform it. We would also like to draw your attention to the scope of the engagement, the nature of our service provision, and the limitations resulting from this.

Scope of the engagement

Our work is aimed at enabling us to issue an auditor's report as described in the aforementioned Section of the Dutch Civil Code. To this end, we will investigate whether - applying valuation methods generally accepted in the Netherlands as specified in the description - the value of the assets [*acquired / to be acquired*] by the company as at the date to which the description refers, at least equals the consideration due by the company. Because of the nature of the engagement together with the inherent limitations of such an engagement, there is an unavoidable risk that a misstatement, even one of material importance, may not be detected.

In our auditor's report we will only state that in our opinion the value of the assets [*to be acquired*] as included in the description at least equals the consideration due by the company. This means that we do not give an opinion on the value of the assets in the context of this engagement. Nor will we investigate the power of disposal of the transferor(s) of the assets.

The description in connection with the acquisition of assets forms the starting point for our work. We anticipate full cooperation from you and your staff and trust that all records, documentation and other information which are needed to perform the work will be made available to us.

We will conduct our audit in accordance with Dutch law, including the Dutch Standards on Auditing. This requires that we comply with ethical requirements laid down in the Code of Conduct ('Verordening Gedragscode'), which is available for perusal on the official website of the Dutch accountancy profession at www.nba.nl. Upon request, we will send you a copy of this.

Responsibility for the description of the contribution

We draw your attention to the fact that you are responsible for the content of the description. This means that before issuing our auditor's report, we should have a copy of the description signed by all directors. Accordingly, we will also ask you to sign a letter of representation, in which you declare - amongst other things - that we have been provided with all the information needed to carry out our work in connection with this engagement. We also draw your attention to the fact that it is your responsibility to ensure that the transfer of the assets to the company is effected legally correct.

Inspection of our files by supervisory authorities and other bodies

We can be required by law or regulations to provide certain parts of our working papers to other parties.

Independence

Dutch law requires us to be independent of our audit clients. As a result, certain non-audit services are subject to supplementary conditions and restrictions apply to certain types of non-audit services. If this

issue arises, we will consult with you about the conditions and/or possible restrictions.

To continue safeguarding our independence in the most efficient way, we request that you inform us about the legal structure of your company, the names of your direct and indirect shareholders, as well as the names of all other companies, including group companies and affiliates, to which your company is directly or indirectly related, stating which of these companies and shareholders is listed on a recognized stock exchange. Any change in the composition or structure of your group could mean that we would be required to discontinue providing certain services to your company.

In order to safeguard our independence, certain conditions apply if a partner or professional of our organization intends to join one of our audit clients. Accordingly, without our prior written permission, you cannot make an employment offer for a financial reporting position to any of our organization's current or former partners or professionals who were involved in the audit of the financial statements. This restriction remains in effect until the appropriate period prescribed by the independence rules has expired.

Furthermore, without our prior written permission you cannot before enter into a relationship with a partner or other professional of our organization involving a common commercial or financial interest. This provision enables us to determine whether the relationship is appropriate to the conduct of normal business activities and whether the overlap with the audit engagement could threaten our independence.

Act on the prevention of money laundering and terrorist financing

Under the Act on the prevention of money laundering and terrorist financing ('Wet ter voorkoming van witwassen en financiering van terrorisme- Wwft') we have to carry out a customer due diligence before we can accept the engagement. Furthermore this act obliges us to report unusual transactions carried out or intended at or by a client, insofar as this is encountered as part of our normal procedures, to the Dutch Financial Intelligence Unit in Zoetermeer, the Netherlands.

Fees

Our fees are based on the time spent by our team, including incurred expenses. Individual hourly rates vary according to the degree of responsibility involved and the required experience and skill of each of the team members. We will charge our fee based on our work in progress.

General terms and conditions

The services we provide are subject to the General Terms and Conditions, a copy of which is enclosed.

[Optioneel: *We draw your attention to the limitation of our liability contained therein*]. By signing and returning this engagement letter you acknowledge the receipt and acceptance of the aforementioned General Terms and Conditions.

[Optioneel: Electronic communication]

- During the execution of the Engagement, we both can communicate with one another using electronic means.
- We both shall not be liable towards one other for any loss or damage that may be sustained by either or each of them as a result of the use of electronic means of communication, including – but not restricted to – loss or damage due to non-delivery or delayed delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmitting, receiving or processing electronic communication, transmission of viruses and the failure or poor functioning of the telecommunications network or other resources required for electronic communication, unless the loss or damage is the result of wilful misconduct or gross negligence.
- We both will do or omit to do everything that may reasonably be expected of each of them in order to prevent the risks referred to above from occurring.
- The data abstracts from the sender's computer systems shall constitute conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is furnished by the receiver.

Conclusion

We kindly ask you to sign the enclosed copy of this engagement letter after approval and return it to us. For further clarification, please feel free to contact us.

Yours sincerely,

... (naam accountantspraktijk)

On its behalf

... (Name members of the Management Board/incorporators)

... (Name public company limited by shares)

... (Date)

Enclosures:

- General Terms and Conditions
- Copy of this letter

6.2.1 Bevestigingsbrief van de oprichters/bestuurders bij inbrengtransacties

...(naam accountantspraktijk)

To Auditor...

Place, date

Subject: Management representation regarding the engagement to issue an auditor's report pursuant to Section [2:94a /2:94b] of the Dutch Civil Code in connection with the contribution in kind as payment on shares in the capital of [X N.V.]

Dear [Sir/Madam],

On behalf of [the incorporators /the board] of the aforementioned company, we send you this confirmation in connection with the contribution in kind as payment on shares to be issued by the company [**optioneel, alleen opnemen bij oprichting ex artikel 2:94a BW:** upon its incorporation].

In order to comply with legal and regulatory requirements, we have set out in a description the assets contributed. This description also states the value of the contribution in kind determined by us and the valuation methods used. We acknowledge our responsibility for the content of the description and for ensuring that the payment on shares is effected legally correct and on time.

We have engaged you to issue an auditor's report in connection with this description pursuant to the aforementioned Section of the Dutch Civil Code.[**optioneel:** For that purpose we have attached a copy of the description, signed by [us / all incorporators / all members of the board.]

Within this context we confirm, to the best of our knowledge and belief, the following :

1. We have given you access to inspect our records and underlying data, and have provided you with all information, to the extent it is or has been or you considered relevant in view of your responsibility to issue the auditor's report.
2. The financial data, as we have included in the description, are free from material misstatements . In this context we have stated all significant facts in connection with any indications of fraud, or allegations thereof, of which we know that they may have affected the company.
3. The applied valuation method(s) mentioned in the description is/are generally accepted in The Netherlands. The assumptions used in estimating, if any, are reasonable.
4. On the reference date mentioned in the description, the value of the proposed contribution in kind, established by means of the aforementioned valuation methods used at least equals the amount of the payment obligation which the proposed contribution is required to meet, being [€ 00.000].
5. As of the reference date up until now, the value of the contribution in kind has not decreased in such a degree that it does not longer meet the payment obligation.

Yours sincerely,

On behalf of [**optioneel:** the incorporators / members of the board] of [X N.V.]

[**optioneel:** Attachment: Description]

6.2.2 Bevestigingsbrief van de bestuurders bij Nachgründung

...(naam accountantspraktijk)

To Auditor ...

Place, date

Subject: Management representation regarding the engagement to issue an auditor's report pursuant to Section 2:94c of the Dutch Civil Code (Nachgründung).

Dear [Sir/Madam],

On behalf of the board of **[X N.V.]** we send you this confirmation in connection with the acquisition of assets which are or have been the property of the company's incorporators or shareholders.

In order to comply with legal and regulatory requirements, we have set out in a description the assets. This description also states the value of the assets determined by us and the valuation methods applied. We acknowledge our responsibility for the content of the description. It is our responsibility as well to ensure that the acquisition is effected legally correct.

We have engaged you to issue an auditor's report in connection with this description pursuant to the aforementioned Section of the Dutch Civil Code. **[Optioneel:** For that purpose we have attached a copy of the description, signed by all members of the board.]

Within this context we confirm, to the best of our knowledge and belief, the following:

1. We have given you access to inspect our records and underlying data, and have provided you with all information, to the extent it is or has been or you considered relevant, in view of your responsibility, to issue the auditor's report.
2. The financial data, as we have included in the description, are free from material misstatements. In this context we have stated all significant facts in connection with any indications of fraud, or allegations thereof, of which we know that they may have affected the company.
3. The applied valuation method(s) mentioned in the description, is/are generally accepted in The Netherlands. The assumptions used in estimating, if any, are reasonable.
4. On the reference date mentioned in the description, the value of the assets to be acquired as included in the description, described as at [the date for which the assets are described and valued], applying valuation methods generally accepted in the Netherlands as specified in the description, at least equals the consideration due by the company as defined in the description being **[€ 00.000]**.
5. As of the reference date up until now, the value of the assets, as included in the description, has not decreased in such a degree that it does not longer equals the consideration due by the company.

Yours sincerely,

On behalf of **[optioneel:** the incorporators / members of the Management Board] of **[X N.V.]**

[optioneel: Attachment: Description]

7. Toegang tot relevante informatie opvolgende accountant

7.1 Verzoek van opvolgende accountant om toegang te verlenen tot relevante informatie

... (naam voorgaande accountant)

Adres en plaats

Plaats en datum

Re: Request to give access to relevant information

Dear ... (naam voorgaande accountant),

We have been appointed as auditor of ... (naam entiteit(en)) for the audit of the financial statements 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X"). You have audited the financial statements ... (vorig boekjaar) of ... (naam entiteit(en)) in accordance with Dutch law, including the Dutch Standards on Auditing.

In connection with your audit of the financial statements ... (vorig boekjaar) we request you to provide us with further information regarding:

- ... opsomming gevraagde relevante informatie.

We request you to allow us access to relevant information regarding our audit of the financial statements of 201X (of voor een gebroken boekjaar: "for the year ended 30 June 201X") van ... (naam entiteit(en)). We will not use this information for any other purpose.

It is our responsibility to assess whether the information provided by you will be useful for our audit engagement.

We propose to apply the procedures described in Practical guidance 1108 "Toegang tot relevante informatie voor de opvolgende accountant in het kader van een controle" for the provision of relevant information.

Yours faithfully,

Ondertekenende Accountantspraktijk

Cc: (cliënt)