

# PROXYGEN CO.<sup>®</sup>

## BUSINESS AND MANAGEMENT CONSULTING

### V.A.T. Refund Service: Terms and Conditions (rev. 1a)

- 1) The Proxygen Co. (hereinafter "the Company") will at all times use its best endeavours on behalf of the Clients to recover Value Added Tax in the correct form and manner under VAT refund laws and regulations of the relevant countries (Germany, France, Spain and UK).
- 2) In applying for refunds, the Company will rely on information and evidence duly supplied by the Client. If any of this information or evidence is found incorrect or fraudulent, the Client will be responsible for any penalties imposed.
- 3) The Company
  - a. can make use of tax-consultants and/or fiscal representatives for duties which only they are allowed to undertake, as per regulations of the respective country, or if, on its sole opinion, it is considered suitable;
  - b. cannot and does not guarantee that the submission of a claim will lead to a refund;
  - c. will not be liable or responsible for any claim or part thereof which is denied by relevant authorities;
  - d. will not be responsible for the loss of any documents unless it is due to its negligence;
  - e. shall have the sole and exclusive right to act as the Clients Agent for the recovery of V.A.T. refund and it can act directly or, on its sole opinion, by appointment of its confidential persons (tax consultants and/or fiscal representatives).
- 4) The Clients will be charged of the fees below (V.a.t. excluded):
  - a. the una-tantum fee (due at the Company contract acceptance)                      Eur            190,00
  - b. the percentage rate fee on VAT refund (due at VAT refund payment):

<u>VAT refund bracket</u>	<u>rate fee</u>
up to Eur                      2,600	Eur 390,00
2,601                            11,000	15,00%
11,001                         21,000	13,50%
21,001                         31,000	12,00%
31,001                         41,000	10,50%
over 41,000	9,00%
- 5) The Client
  - a. recognize that contract, with the Company acceptance, come after preliminary relationships;
  - b. shall pay in advance the una-tantum fee at V.A.T. refund service agreement;
  - c. shall pay the percentage rate fee at V.A.T. refund, thirty (30) days after invoice's date;
  - d. shall accept Italian Law and Jurisdiction of Italian District Courts governing this agreement.

#### V.a.t. Refund Service - Order Form:

Date: \_\_\_\_\_ (Printed name of Client) \_\_\_\_\_

Claim country: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized representative for Client)

VAT refund estimated amount (Eur): \_\_\_\_\_ Print Name: \_\_\_\_\_

Bank account (SWIFT): \_\_\_\_\_ Notice Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact person: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_