



de Nederlandse Orde van Belastingadviseurs  
The Dutch Association of Tax Advisers

*Note on translation:*

*This is an English translation of a document drawn up in Dutch. Every effort has been made to render the source text as literally as possible without compromising continuity. In the event of any disparity between the Dutch original and this translation, the Dutch text will prevail.*

*In this translation, Dutch legal concepts are expressed in English terms and may not be identical to the concepts described by those English terms as understood under the laws of other jurisdictions.*

**Code Of Professional Conduct Of The Dutch Association Of Tax Advisers  
[Dutch Acronym: NOB]**

As adopted on 2 June 2010

Amended on 15 June 2011

Explanation of Articles 4 paragraph 1, 7 paragraph 1 and 12 paragraph 2 amended on 8 October 2014

Explanation of Articles 4 paragraph 1 amended on 26 November 2015

**Contents:**

1. Section 1. General provisions
2. Section 2. Provisions referring to services
3. Section 3. Financial provisions

**Section 1. General provisions**

**Article 1**

**Honour and dignity**

A member is obliged to perform his<sup>1</sup> work in his capacity as a tax adviser in an honest, conscientious and appropriate manner and to refrain from all that which is in conflict with the honour and dignity of the profession.

*Explanation:*

*What constitutes the 'honour and dignity' of the profession is partly determined by the views of society and may thus be subject to change. This article by no means confines itself to work carried out in the capacity of a tax adviser. A member must also behave in a way that reflects*

---

<sup>1</sup> A member may be a male or female tax adviser. In the interests of readability, the male form only is used in this Code of Professional Conduct.

*the honour and dignity of the profession in other capacities, such as, for example, in his private life or as a member of the executive committee of a sports club.*

## **Article 2 Independence**

1. A member must avoid jeopardising his freedom and independence in practising his profession.

### *Explanation:*

*A member must be mindful of his freedom and independence towards clients and to those with whom he works in practising his profession. With respect to this latter category, freedom and independence in practising his profession shall mean:*

- *The right of the member to refuse an assignment;*
- *The freedom to be able to carry out assignments in accordance with his own professional standards and practice in terms of ethics, theory and technical expertise;*
- *The freedom to be able to carry out assignments in accordance with the professional rules of behaviour applying to NOB members, including the requirement of confidentiality;*
- *(for NOB members who are not in permanent employment): the freedom to choose partners, co-directors or employees in the tax advisory practice.*

2. It is not permitted for a member to perform work which is incompatible with the independence of a tax adviser.

### *Explanation:*

*A member must avoid involving self-interest in the advice he provides. Acting on behalf of a client as member of the board is therefore undesirable in principle, and all the more so when a member passes judgment on his own advice or requests tax advice on behalf of a client as a board member acting on behalf of this client. In this respect one should bear in mind that even when the conflict of interest does not initially appear to lead to problems, this may well be the case later on and it will then be difficult for the adviser to make a distinction between his responsibilities.*

*It is also undesirable for a member to act as a tax adviser for two parties that are negotiating with each other. If a member should do this nonetheless, with the prior permission of both parties, he must constantly make sure that he does not put the interests of one party before those of the other. A member who serves two parties will also have to be completely transparent with both parties at every stage in his advisory duties. If such a situation should threaten to create a conflict of interest, the member involved must reconsider his position as a tax adviser to both parties. He may have to terminate the advisory relationship with one of the clients if necessary.*

### **Article 3** **Acting capacity**

1. Where necessary, a member will make it clear to clients and third parties that he is acting in the capacity of a tax adviser. Should a member carry out work in any other capacity than tax adviser, he shall avoid any misunderstanding with clients and third parties regarding the capacity in which he is acting in the given situation.

*Explanation:*

*It may occur that a member is also a member of another professional group. An example of this is if the member is also a lawyer. In such a case, it must be clear in which capacity he is acting. When, alongside his main profession of tax adviser, the member also carries out other work in a social context, he shall take measures to ensure that no confusion arises regarding the capacity in which he performs his work.*

2. Acting in a capacity other than that of tax adviser does not necessarily mean that the disciplinary rules of the NOB do not apply.

*Explanation:*

*In accordance with article 1 of this Code of Professional Conduct, the member will never be able to entirely set aside his capacity as tax adviser and will therefore also retain a responsibility to act accordingly even though this responsibility will not extend as far in this situation.*

### **Article 4** **Confidentiality**

1. A member is obliged to observe confidentiality in everything which comes to his knowledge in the practising of his profession. This does not apply if he has been (partially) relieved of this obligation by the client, if he has a legal or legally based obligation to disclose information, or if disclosing the information is necessary for the defence of his own interests.

*Explanation:*

*In principle, a member can be relieved of his duty of confidentiality only by his client. However, a member may be obliged to provide information that comes under this duty of confidentiality to third parties without being relieved of his obligation by his client and sometimes even against the will of this client. For example, under the Act for the prevention of money-laundering and financing terrorism (Wwft), a member is obliged to report unusual transactions and must satisfy a request from the Wwft reporting office to provide further details or information.*

*It may also happen that a tax adviser is obliged to stand as a witness in a court of law or to cooperate in a tax audit and/or investigation. In such cases the court will decide the extent to which a member is relieved of his duty of confidentiality.*

*In addition to this, a member may, for example, be involved in a civil lawsuit, disciplinary proceedings, penalty proceedings or as an accessory in criminal proceedings and therefore obliged to provide information in order to defend his own interests. In such a case, the member must confine himself as much as possible to a plain statement of the relevant facts and circumstances; he must go into no further detail than that which is necessary for his own defence.*

*Usually, personnel and colleagues of a member may become acquainted with information that comes under the duty of confidentiality. A member must ensure that his organisation observes the duty of confidentiality to a sufficient degree, also with regard to those in the organisation who are not involved in serving the client.*

*When collaborating on behalf of a client or when consulting a colleague about a client, a member shall share information that comes under the duty of confidentiality exclusively on a need-to-know basis and shall ensure that personnel and colleagues also observe this confidentiality. This means, for example, that an accountant with whom you are working on behalf of a client may not have access to the file of a member as a matter of course. The accountant can ask a member a question and with the client's permission (whether or not obtained via the General Terms and Conditions or letter of engagement) a member may answer and provide information to the accountant on a need to know basis. The accountant can record this information directly in his own file or, if he trusts the recording by the tax adviser, retrieve that information subsequently from the relevant tax adviser during an audit by a regulator. The Netherlands Institute of Chartered Accountants (NBA) or the Netherlands Authority for the Financial Markets (AFM) and potentially foreign regulators as well can request inspection of the accountant's files. Tax advisers are not covered by the supervision of these regulators and NOB members should therefore bear in mind their non-disclosure obligation in respect of these regulators and prevent comprehensive inspection of their files. The Code of Ethics for Accountants, a regulation with respect to independence for assurance instructions (ViO) which came into force on 1 January 2014, also makes no difference to the above. Under the ViO, an accountant should have adequate understanding of the nature, purpose and content of the non-assurance services provided to the client in order to make the mandatory evaluation concerning independence. However, this does not mean in any way whatsoever that the accountant should have full and unrestricted access to the tax advice file. By following the procedure described above, a member can provide the accountant with sufficient insight on a need to know basis. If a member should consult a colleague outside his own organisation, this must also be on a need-to-know basis, so usually in anonymous form and with imposition of a duty of confidentiality.*

2. The duty of confidentiality shall continue after termination of the relationship with the client.

*Explanation:*

*The duty of confidentiality shall continue after termination of the relationship with the client. This also applies when a member has refused or ceased to provide services to the client owing to a conflict with the honour and dignity of the profession. See also clause 3.*

3. The duty of confidentiality shall not be a hindrance to informing a succeeding tax adviser that the relationship with the client was terminated owing to indications that the

service requested would lead to actions conflicting with article 1 (“honour and dignity”) of this Code of Professional Conduct.

**Article 5**  
**Professional competence**

A member shall maintain his professional knowledge at the required level and monitor developments in his field so that the knowledge and skills required in practising his profession remain up to date and at an academic level.

*Explanation:*

*There are strict, high educational requirements for being admitted to membership of the NOB. It is the responsibility of the member to keep his knowledge and skill up to the required level.*

**Article 6**  
**Professional liability**

A member is obliged to ensure that the risk of his professional liability is covered by adequate insurance.

*Explanation:*

*The definition of ‘adequate insurance’ depends on the sort of practice, the clients and the interests involved.*

## **Section 2. Provisions referring to services**

### **Article 7**

#### **Services conforming to the honour and dignity of the profession**

1. A member shall establish who his client is and whether the nature and content of the services requested are compatible with article 1 of this Code of Professional Conduct. If there are reasonable grounds to suggest that this is not the case, a member will refrain from providing the services requested.

*Explanation:*

*Like every other tax adviser, a member is obliged to carry out due diligence in accordance with the Act for the prevention of money-laundering and financing terrorism (Wwft). This means investigating the client before or on the commencement of the service and constantly monitoring the business relationship. The latter means that, for every service requested by the client, the member determines whether this service matches the profile of the client and that changes in the capacity of the client or his circumstances are assessed as to the risk of money-laundering and the financing of terrorism. For more detailed information on the Wwft, please refer to the Act itself and to the Guidelines for the interpretation of the Wwft drawn up by the NOB in cooperation with other professional organisations.*

*Any services that extend to the preparation, support, execution or concealment of unlawful activities or that are in conflict with the honour and dignity of the profession in any other sense shall be deemed to be in conflict with article 1 of this Code of professional conduct. For this reason, a member must ask the (potential) client questions in order to determine whether the services are compatible with legislation and regulations and with the honour and dignity of the profession.*

*A member shall refrain from supplying the services requested if there are suggestions that the services may be in conflict with legislation and regulations or are in conflict with the honour and dignity of the profession in any other sense. This will not be immediately clear in all cases. In the event of doubt, we recommend consulting a fellow member of the NOB who is not a candidate member. If, in the opinion of a member, there is no one in his circle of colleagues who is suitable for consultation, a professional confidant can be appointed by or on behalf of the Board of the NOB for this purpose on request. Naturally, in the case of such consultation, the duty of confidentiality as described in article 4 of this Code of Professional Conduct must be taken into account.*

*It is recommended that an established procedure should be developed for consulting a colleague in the office or the organisation. The initiative for consultation need not always come from the adviser who is in doubt as to whether he should carry out or refuse the assignment. The general working procedure in a firm can be arranged in such a way that checking by colleagues is routine.*

*When accepting an instruction, a member verifies that the specific client understands the scope of the service.*

2. In the absence of reasonable indications to the contrary, a member may assume the correctness and completeness of the information provided by the client. A member shall institute a further investigation if the information gives him reason to do so.

*Explanation:*

*In carrying out his work, a member depends on the information supplied by the client. In this respect, a member must generally assume the correctness and completeness of the information provided. However, a member must subject the information to a cursory check as to completeness and correctness. Further investigation must be carried out in the event of doubt. For this, see also the Wwft, the Wwft Guidelines and particularly the Appendix 'List of indicators' to the Wwft Enabling Act (Uitvoeringsbesluit Wwft) of 15 July 2008*

3. A member shall refrain from providing services if he has not received the information that he reasonably needs.

*Explanation:*

*This applies both to the information needed for his own work and to the information needed for completing the client investigation. A member must also refrain from providing services in cases when the "further investigation" intended in the preceding clause does not sufficiently remove doubts regarding correctness and completeness.*

**Article 8  
Expertise**

A member shall not enter into a client relationship if he does not have or cannot have sufficient expertise to carry out the services requested by the client.

*Explanation:*

*A member shall accept an assignment only if he has sufficient expertise to carry out the assignment. This applies both to when he himself is expert in a particular field or when the necessary expertise is available in his firm. In all other situations, the member shall refuse the assignment unless the client agrees to consult an external expert.*

**Article 9  
Representation**

A member shall not represent a client with regard to any authority, judicial body or third party without being authorised to do so by the client. If necessary, he will ask the client for a confirmation of authorisation.

*Explanation:*

*It is the responsibility of the member to verify that the client agrees to being represented by the member in question. This article also refers to situations in which the member has no direct contact with the taxpayer (e.g. because he has been recruited by an investment bank, a lawyer or accountant, a foreign branch of an international organisation of accountants, tax advisers or*

lawyers). In such a situation in particular it is important that the member verifies that the taxpayer agrees to be represented.

**Article 10**  
**Taking over a client**

1. If a member accepts an assignment from someone who is a client of another tax adviser, or was until shortly before, he shall consult with the client about the extent and the starting time of his authority to represent. If there is confusion regarding each other's authority to represent, the member shall ensure that the previous adviser has been informed of termination and does not have or could feel he has any conflicting authority to represent.

*Explanation:*

*When a client is taken over, misunderstandings regarding who has authority to represent and when must be avoided. The member taking over the client must discuss this specifically with the client and make sure that the client has informed the previous adviser adequately regarding the termination of the assignment. If necessary, the member will contact the previous adviser himself.*

2. A member remains responsible for informing the authorities concerned of the extent, starting date and termination date of his authority to represent.
3. A member who is terminating an assignment, or has recently terminated an assignment, shall, at the request of the (former) client, provide information and, if necessary, copies of documents (not being internal file notes made by the former adviser). This request may be made via the new adviser. He will not retain any relevant information or documents even if these have not been specifically requested. He can charge reasonable compensation for making copies after prior consultation with the new adviser. The former adviser will send the new adviser as soon as possible all relevant correspondence which the former adviser has received from authorities after the take-over.

*Explanation:*

*Usually the file will contain no original documents that are the property of the former client. Should this be the case, these documents must be surrendered to the former client or, if requested, to the new adviser. If the client wishes, a member must also cooperate loyally on the transfer and provide all relevant information that will enable the new adviser to safeguard the interests of the client effectively. If necessary, the member will (once again) furnish copies of documents if these have been lost by the client and if the new adviser needs them for his work. Reasonable compensation is understood to be compensation for copies and postage based on the cost price, as well as reasonable compensation for the working hours involved in perusing the file and making and sending copies.*

4. If a member has discontinued an assignment on the grounds of article 1 of this Code of Professional Conduct, he shall, if possible, inform the adviser who has taken over the

assignment from him about the fact that he has discontinued the assignment on the grounds of article 1 of this Code of Professional Conduct.

*Explanation:*

*It would be undesirable for dishonest clients to be able to shop around NOB members without hindrance. On the one hand, it is possible that the reasons why one member has refused to provide (further) services no longer apply so that there is no longer any objection to another member accepting the assignment. On the other hand, for NOB members in such circumstances, there is every reason for an exchange of information between colleagues that the assignment has been refused or discontinued owing to a conflict with the honour and dignity of the profession. It is, moreover, the responsibility of every member to carry out his own due diligence when accepting an assignment. Every member is and remains personally responsible for accepting or refusing an assignment.*

*The words 'if possible' refer to the fact that the succeeding adviser may not yet be known.*

5. Members are not allowed to make their cooperation on the proper transfer of work dependent on the payment of outstanding invoices.

*Explanation:*

*The circumstance in which a member believes that he still has claims against an ex-client in respect of work carried out for this client is not an acceptable reason for providing no information or copies of documents. These claims must be recovered in other ways (e.g. by means of a civil lawsuit).*

*However, the fact that an (ex-)client has outstanding invoices does not come under the member's duty of confidentiality.*

6. This provision also applies if a taxpayer has more than one adviser at the same time and changes the content of the assignment for one or more advisers.

**Article 11**

**Terminating assignments**

1. A member is not allowed to relinquish an assignment at an inopportune moment unless circumstances necessitate this.

*Explanation:*

*An example of a circumstance that might lead to relinquishing an assignment might be the client's failure to pay an invoice following prior notification of default in which a reasonable time is still granted for paying the invoice.*

2. A member that stops work on an assignment remains obliged to take all necessary measures to prevent damage to the client to the extent to which this can be reasonably expected.

*Explanation:*

*If, when stopping work on an assignment, there are time limits that are about to expire, a member must inform the client of this, if this has not already been done, so that suitable action can be undertaken by the succeeding adviser or the client. In the meantime, the member is obliged to take reasonable measures to prevent any damage to the client. For example, if a member wishes to discontinue an assignment while the time limit for submitting an objection or appeal is about to expire before the client has found a new adviser, it is recommendable to submit a pro-forma objection or appeal in order to prevent damage. If the time limit for providing motives subsequently expires, the member must request a deferral for the client owing to the fact that the member has discontinued the assignment. This should be done so that the client has the opportunity to find a new adviser or to write the motives himself. In such a situation, the member cannot be required to draw up motives himself.*

**Section 3. Financial provisions**

**Article 12**

**Financial consequences**

1. If a member accepts an assignment, he shall consult with the client as to how and at what rates he will carry out his work and – if the client asks for it – the frequency of invoicing.
2. If, when accepting an assignment, a member provides an estimate of the total costs involved in carrying out a specific assignment and this estimate threatens to be considerably exceeded, he shall consult with the client regarding continuation of the assignment.

*Explanation:*

*When accepting an instruction, a member ascertains whether the client requires an estimate of the total costs. If it is clear that the estimated costs will be considerably exceeded, it is important to consult with the client so that he can decide whether he is prepared to incur the extra costs.*

**Article 13**

**Fee**

A member shall establish his fee taking into account the nature, size and importance of the work and the cost of consulting external experts.

*Explanation:*

*Requiring a percentage of the tax saving achieved as a fee is not in conflict with this article as long as there is a reasonable relationship between the hours worked and the nature and importance of the case. If necessary, a ceiling must be agreed for the amount to be invoiced. It is also allowed for a member to make an agreement with his client regarding working at a reduced rate or not invoicing at all for failure to achieve the desired result and charging a higher rate*

*than usual in the event of success. In the latter case, there should also be a reasonable relationship between the amount invoiced and the hours worked and the nature and importance of the case. The tax saving achieved can also be included in this calculation. In the case of such a results-based fee, it is important that firm agreements are made in advance with the client and that these are set down in writing.*

#### **Article 14** **Invoice**

1. A member will compose his invoice so that it is clear what has been charged as a fee, costs and VAT. If an advance payment has been received, the member must always state this separately on the invoice and deduct it from the outstanding amount.

*Explanation:*

*The work done by external experts is clearly stated as costs on the invoice.*

2. At the request of the client, a member must provide an itemised invoice. The itemised invoice must show how many hours have been worked and for which work. If requested, the invoice should also state who has carried out the work and at what rate.

*Explanation:*

*A member must keep an account of the hours worked per client according to the work done.*

#### **Article 15** **Commissions**

Members are not permitted to give or receive any form of remuneration for procuring an assignment unless this concerns remuneration for taking over or transferring a practice or a part thereof.

*Explanation:*

*Members are not permitted to pay remuneration in order to procure assignments. Nor is it permitted to receive remuneration from third parties in return for the referral of clients. Remuneration not only includes monetary payments but also, for example, gifts, invitations, discounts, payments in kind, etc. of more than symbolic value. This prohibition does not refer to forms of remuneration that could reasonably be regarded as a suitable promotional gift that does not give rise to any (moral or business) commitment. The prohibition does not apply to the takeover or transfer of a practice or a part thereof.*