

An aerial photograph of a vast tulip field in the Netherlands. The rows of flowers are arranged in a grid pattern, creating a strong sense of perspective. A person is walking through the field, holding a large, colorful umbrella with segments of red, orange, yellow, green, and blue. The overall scene is vibrant and scenic.

TaylorWessing

Check-in the Netherlands

A legal guide to setting
up and doing business
in the Netherlands

- 3** Introduction
- 6** Immigration
- 8** Employment
- 13** Structuring your business
- 19** Mergers and acquisitions
- 25** Contracts and commercial arrangements
- 31** E-commerce
- 35** Privacy
- 40** Intellectual property
- 49** Real estate
- 55** Other issues
- 58** About Taylor Wessing



Introduction

This guide is a starting point for anyone considering conducting business in the Netherlands. In it you will find an overview of the legal and regulatory landscape you will need to adhere to. Whether you are planning to start a new business or expand an existing operation, it highlights the essential things you need to know and do in order to ensure a seamless and successful entry into the Dutch market and beyond.

The geographical location and highly developed infrastructure of the Netherlands make it an attractive investment destination for many international organisations. The country is considered a gateway to Europe in more ways than one. It contains the largest European seaport and the fourth largest European airport. From a setup and operational perspective, there is the ease with which a private limited liability company can be established, the flexibility of employment contracts and the Government's co-operative and practical approach to taxation.

It is not surprising, therefore, that many non-European based companies and investors setting up operations in Europe choose to service the rest of the continent from the Netherlands.

With the right planning the majority of all of the legal work needed to get started in the Netherlands can be done quickly and inexpensively. This guide provides an overview of the key legal requirements for setting up and doing business in the Netherlands. With the rapidly growing degree of foreign

investment and acquisition interest in the country, the guide also provides an overview on mergers and acquisitions.

Taylor Wessing has offices in Amsterdam and Eindhoven in the Netherlands and a strong international presence in continental Europe, the Middle East, Asia and the USA. We can provide full service legal expertise wherever your business needs it. Our cross-jurisdictional teams of lawyers are perfectly suited to support international clients and understand the needs and requirements of businesses looking to set up and expand in the Netherlands, both organically and by acquisition.

We have been helping overseas businesses of all sizes from early stage to the biggest companies and brands in the world.

The team is passionate about helping to give businesses a soft landing on their entry to the Dutch market and doing so cost effectively. If you would like to discuss any of the issues raised in this guide we would be more than happy to help.

We would be delighted to build your bridge to the Netherlands and speak with you about any of the matters addressed in this guide and more.

If you do nothing else

This guide provides a brief overview of the legal issues most businesses will need to consider when setting up in the Netherlands.

However, if you do nothing else, here are some key issues to address as a minimum:

- 'Plan reasonably ahead and take necessary advice at an early stage.
- 'Take into consideration cultural differences that may impact your business.
- 'Remember that the law in the Netherlands is different to your own jurisdiction.
- 'Secure sufficient protection of your intellectual property by registering or expanding your patents, trademarks, domain names and possible other intellectual property rights.

- 'Do not underestimate the importance of data protection and compliance.
- 'Think about a local law review of your contractual terms and conditions, your website, your marketing approach.
- 'Seek immigration advice if you intend to send employees from outside the European Union to work in the Netherlands.
- 'Explore the differences of Dutch employment law, eventually use local law contracts and take advice before terminating employees, changing terms etcetera.
- 'Consider whether the business may be regulated in the Netherlands.
- 'Get in touch with Taylor Wessing to discuss your plans and any questions!



The geographical location and highly developed infrastructure of the Netherlands make it an attractive investment destination for many international organisations.

Please contact us for more information

Amsterdam

T: +31 88 0243 000

F: +31 88 0243 003

Parnassusweg 807

1082 LZ Amsterdam

Netherlands

Eindhoven

T: +31 88 0243 000

F: +31 88 0243 001

Kennedyplein 201,

5611 ZT Eindhoven, PO Box 3

5600 AA Eindhoven, Netherlands

Immigration

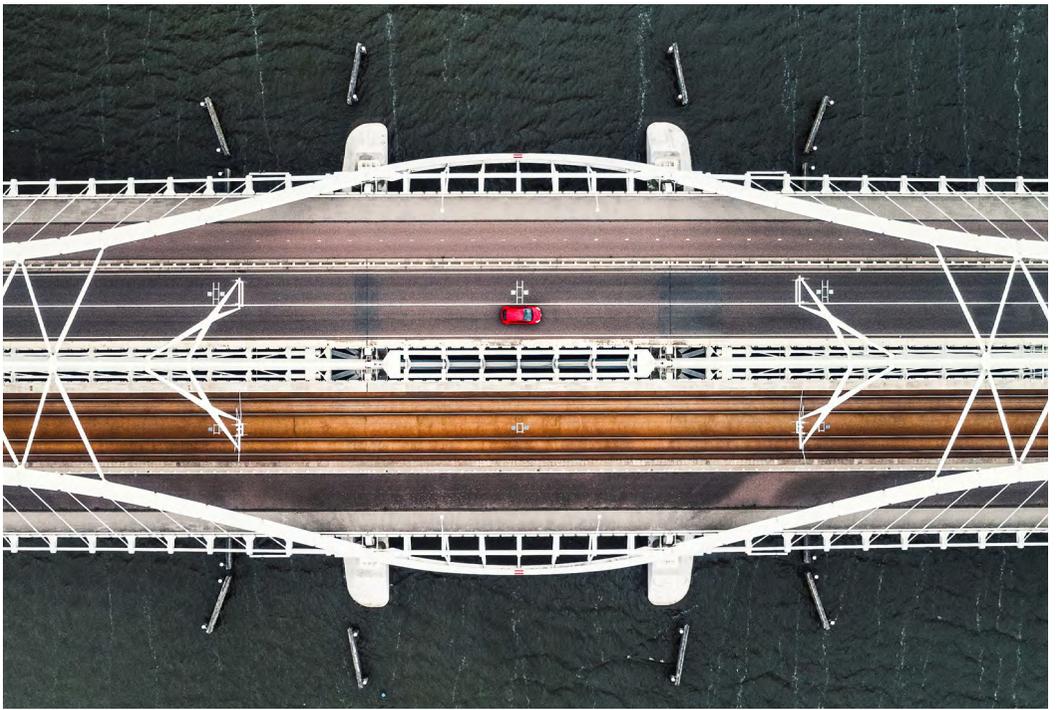
If you are entering Europe for the first time, it is likely that you will want to bring international personnel who already have an understanding of your business and sector – people you trust. These key personnel will be vital in getting your business off to the best start so make sure you obtain advice well before your employees are due to take up residence in the Netherlands.

That way, you will be sure they are in place and focussed on business from the beginning. It is important to remember that immigration rules are subject to change – and often at short notice – so it is wise get local advice on the current rules.

The type of residence permit your international employees need, depends on the purpose and duration of their stay and, in some cases, the skills of the applicant.

Types of permit

The combined permit for residence and work is the usual way to enable a foreign employee to work in the Netherlands. For the application to be successful, you have to prove that you have been unable to find suitable personnel in the Netherlands or elsewhere in Europe.



The permit for highly skilled migrants enables you to bring talented employees to the Netherlands without having to prove a lack of suitable candidates in Europe. The employee has to fulfil specific wage requirements. You as an employer must be recognised by the Immigration and Naturalisation Service (IND) as a sponsor – you will need to follow a separate procedure for this.

An intra-company transfer allows you to bring key employees, trainees or specialists into the country. The wage requirements for highly skilled migrants apply.

The EU Blue Card is for employees who perform highly qualified labour within the European Union. Employees have to meet specific wage and training requirements.

Employment

There are many mandatory rules and regulations regarding employment agreements in the Netherlands. The agreements can be made orally or in writing but, for obvious reasons, it is sensible to have a written contract. Many deviations from mandatory law only apply if they have been agreed upon in writing. This section covers key issues but there are many other considerations so, to ensure you do not encounter problems further down the line, consult a local legal expert.

Probationary period

A probationary (or trial) period is only valid if it is agreed upon in writing. Its duration must be the same for both parties. The probationary term depends on the duration of the employment agreement. The legal requirement is one month for an agreement for more than 6 months and a maximum of 24 months and two months where it exceeds 24 months. During the probationary period, either party can terminate the contract without cause and without prior notice.

The minimum wage

All employees are entitled to a minimum wage. This is reset twice a year (currently at around EUR 1,600 gross a month).

Holidays

All employees are entitled to a statutory minimum holiday allowance of 8% of their gross yearly salary. The statutory annual minimum holiday period is four times the number of working days per week. A full-time worker works five days/40 hours per week, so the minimum days of holiday is 20 days.

Sick pay and dismissal during illness

During the first 24 months of illness, you are obliged to pay 70% of an employee's salary up to a certain salary (the maximum daily wage is set in the Social Insurance Funding Act). So, if the salary exceeds this maximum daily wage, the employer is only obliged to pay 70% of this daily wage instead of the employee's salary. During the first 12 months the employer is obliged to pay at least the statutory minimum wage. During the 24-month period you cannot terminate the employment agreement.

Non-competition and non-solicitation clauses

The employer and the employee can agree on a non-competition and/or non-solicitation clause in the written employment agreement. In a fixed-term contract, these clauses are only valid if substantial business interests exist. Where the contract is for an indefinite period, substantial business interests are not required. Employees have the right to file for proceedings and request the court to partially annul the clause. The court's decision is based on weighing their interests against those of the business.

Intellectual property

As the employer, you own the intellectual property rights to all the work, ideas, designs, etc. an employee develops while performing their work. Where intellectual property plays a role in a person's work, it is sensible to include an intellectual property clause to the employment agreement. That way, you secure that the rights get accorded or transferred to you, should a dispute arise.

Prohibitions on termination of contract

You are prohibited from terminating a contract with an employee:

- 'during the first 24 months of illness
- 'during pregnancy
- 'during military service
- 'while the employee is a member of the Works Council
- 'on the grounds of the employee being a union member
- 'on the grounds that the employee uses the right to parental leave.

This does not apply where:

- 'the employee agrees with the termination
- 'the termination occurs during the probationary (or trial) period
- 'termination is based on an urgent cause (for example theft, fraud or other serious misconduct)
- 'termination occurs because the employer's activities have ceased (this exception does not apply to pregnant employees)
- 'the employee reaches pensionable age
- 'the reason for termination is not related to the prohibition notice.

Terminating a contract

A fixed-term contract specifies the date employment ends. However, most employment contracts end via a written settlement agreement between employer and employee. This states the conditions of termination, for example: duration of notice period, circumstances that led to the settlement agreement and severance payment. The employee is not entitled to transitional compensation but will most likely only agree to the settlement agreement when it includes a remuneration that conforms to transitional (or higher) compensation.

Dutch employment law includes a preventive dismissal assessment. For the early termination of a fixed-term or indefinite period contract, you will need the permission either from the Employee Insurance Agency or the sub-district court. Permission is not necessary:

- 'where there is an urgent cause
- 'during the probationary period
- 'when the employee has reached the state pensionable age.

Compensation

Under certain circumstances you are obliged to pay the employee compensation when you terminate the employment. An employee has the right to transition payment where the employer initiated the termination, unless there is an urgent cause.

There are statutory rules for calculating the amount of compensation. For every year the employment agreement continued, you pay:

- one third of the monthly salary
- holiday allowance
- average bonuses (calculated over the last three years).

The maximum total compensation is EUR 83,000 gross (2020) – or one year's salary if this exceeds that amount.

A higher amount can be applicable where there has been a serious imputable act by the employer, such as a discriminatory act of the employer or if the employer has neglected its reintegration obligations during the period of illness of the employee.

Pensions

Everyone living in the Netherlands is entitled to a state pension when they reach pensionable age (currently 66 and four months, but increasing in stages to 67 as of 2021). Although not required by law, it is common for employees to also participate in a pension offered by the employer. In most cases, the premiums are shared between the employer and the employee (not necessarily on a 50/50 basis). Sometimes the employer has to offer a certain pension scheme to all employees based on the applicable collective bargaining agreement or a compulsory sectorial pension fund.

Employee incentives

There are no statutory requirements for bonus payments. If you decide to implement a bonus scheme, it is sensible to determine the criteria under which bonuses are awarded. You can grant the bonus based on the performance of the employee and/or the company. Taxes have to be paid on bonuses. Discriminatory bonus systems (for example, where in practice only men and not women receive a bonus) are prohibited.

As the employer, you can introduce a stock option plan. This enables the employee to buy shares in the company at certain times and under specific conditions. Special tax regulations can apply.

Structuring your business

The Netherlands offers some attractive and easy options for establishing a business. These usually involve setting up a legal entity or registering the office as a branch of your international organisation. It pays to investigate the options early on in the process.

You will need to take into account the commercial, corporate, finance and tax implications in order to choose the structure that will work best for your specific business circumstances and plans for the future.

Trading structures

You can use a number of different structures to enter the Dutch market. The decision depends on factors such as sector, business product, service, and the extent to which a local presence is required. Examples include:

- trading through a Dutch legal entity (or a group of companies)
- setting up a Dutch branch
- selling directly from outside the Netherlands – for example, via the internet
- using a franchise or licensing model
- using a distributor or agent
- setting up a joint venture with a third party

- acquiring an existing business in the Netherlands
- entering into a partnership with another business.

Choosing the legal form

Dutch corporate law has flexible and liberal rules on choice of a legal vehicle for your business. Any natural person or legal entity can set up a company or acquire shares in an existing company, irrespective of nationality or place of residence. The Netherlands does not have any specific investment legislation. There is no minimum percentage of Dutch shareholders required for foreign investments here. A foreign managing director can represent the company.

You have three options:

- You can establish your business as **a separate legal entity**. Only a single shareholder is required for this. A legal entity has its own rights and obligations.
- The second option is to create a **legal partnership** – this requires at least two partners. This type of company has no legal personality and therefore does not have its own rights and obligations.
- You can operate through a **branch office**. A branch is an extension of another company and does not possess separate legal personality. The branch shares the rights and obligations of another company.

Establishing a separate legal entity

A separate legal entity is often the best option for larger foreign companies. The most common forms are:

- the public limited liability company (NV)
- the private limited liability company (BV)
- the cooperative (coöperatie)
- the European company (SE)
- the European cooperative.

Many business owners choose to set up a private company with limited liability (BV), usually as a wholly owned subsidiary (i.e. 100% of the shares are

owned by the foreign parent). One of the main advantages is the limited liability of its shareholders. There is no minimum issue of share capital. Instead, the incorporator(s) can determine the amount of capital to be paid. That means that setting up a BV requires a minimum share capital of EUR 0.01 per share.

Private companies with limited liability are characterized by their flexibility to tailor the articles of association to the needs and purpose of the company. Private companies with limited liability (and a simple governance structure) can be easily set up within a limited period of time and with low capital requirements.

Ensuring regulatory compliance

Dutch companies need to comply with certain accounting, tax, audit, and regulatory requirements. **Incorporation of a BV must be executed before a Dutch civil law notary** through a notarial Deed of Incorporation. The Dutch Civil- Law Notary will then register the BV with the Chamber of Commerce. If the company has only one shareholder, that person's identity is stated on the extract of the company's registration details, which is publicly available.

A Dutch branch registered with the Chamber of Commerce is a simpler form of entry into the market, with lower regulatory requirements and maintenance costs. It can be an attractive option if levels of activity in the Netherlands are likely to remain limited.

A branch office is an extension of an existing company and does not have a legal personality distinct from the main company. From a legal and organisational perspective it is part of the head office, subject to the law governing the head office and part of the of the foreign company's organisation. The debts and liabilities of the branch office are directly attributed to the main company.

Offices that observe the market without transacting business are often described as '**representative offices**'. Representative offices must usually be registered as branch offices. An office managed by an independent commercial agent may be considered a branch office – even without any business activity taking place. In which case registration with the local trade office may be required.

Irrespective of whether a branch is registered with the Dutch Chamber of Commerce, carrying out business activities make it a permanent establishment from a tax perspective and it can become subject to limited corporation tax. The tax implications have to be carefully checked before you open for business here.

Taxation implications for legal entities

In general, legal entities and Dutch branches of non-resident companies are subject to corporate income tax. Both the income and the fact of being a taxpayer (resident or non-resident) are determined by the regulations of the Corporation Income Tax Act.

Legal partnerships are transparent from a tax perspective and so are not subject to corporate tax. Taxation depends on the individual circumstances of the partners. The partners may be subject to personal income tax at the applicable individual tax rate (subject to the law of their country of residence).



Checking name availability

Certain requirements apply to the trade name of a company. The name may not be similar or have a close resemblance to the name of an existing Dutch entity with identical or similar business activities that are aimed at an identical or similar geographic public.

Trade name rights are not subject to registration in the Dutch Chamber of Commerce. They come into existence through using a trade name in the normal course of business. It is advisable to check the Dutch Chamber of

Commerce (www.kvk.nl) and carry out an online search for identical or similar trade names. Additionally you should carry out a trademark search to assess the risk of infringement of an existing registered trademark.

Methods of trading

Legal implications relating to commercial activity depend on methods of trade. Will customers trade with the Dutch entity directly or with the parent company? Which entity in the group will own the intellectual property?

It is important to obtain specific tax advice and consider the relevant tax and commercial issues carefully.

There is a high level of consumer protection in the Netherlands. With general terms and conditions there are strict controls relating to legal effectiveness and validity, in particular when it comes to B2C business. Find out more in the section on contracts and commercial arrangements.

Bank accounts

Depending on the structure of the Dutch entity, you may need to establish a bank account before registering your business in order to receive a bank statement required for incorporation. For example, if you set up a public limited liability company (NV), you have to deposit a minimum share capital of EUR 45,000 into a bank account.

Due to the 'know your customer' rules prevalent across Europe, and the Dutch Anti Money Laundering and Anti-Terrorist Financing Acts, setting up a bank account might take some time. Banks may ask you to provide extensive documentation relating to the shareholders and the company. Any further beneficial owners have to be declared, particularly those who directly or indirectly hold more than a 25% share. It is worth considering opening a bank account with a Dutch subsidiary of a foreign bank with whom you already have a client relationship.



Mergers and acquisitions

The number of M&A transactions in the Netherlands reached the highest point in 12 years in 2019. Activity is particularly buoyant in the services, IT, finance, mechanical engineering, and pharmaceuticals sectors.

To ensure you make the right decision and pick the right time, it is important to understand the trends that are likely to affect the market in years to come. The good news for North American buyers of Dutch businesses is there are many similarities to their own system in process, timetable and documentation.

The boom in the M&A market

The Dutch M&A market's boom years are likely to continue. Especially the mid-market will involve many transactions. The vast majority of M&A transactions involve foreign investors.

The drivers are:

- an abundance of liquidity
- easy access to capital with low interest rates for both strategic and financial investors
- great synergistic potential, especially for SMEs (known as MKBs).

The current M&A wave is deep and wide, and the European Central Bank continues to signal maintenance of its low-yield policy. In recent years, the market has seen mega deals relating to publicly listed companies such as the takeover of AkzoNobel Specialty Chemicals by The Carlyle Group and GIC, and that of Freescale Semiconductor by NXP Semiconductors.

Amsterdam – the Dutch ‘Valley’

Amsterdam is home to many venture capital funds and business incubators who offer funding and organisational support for start-ups. Public institutions such as universities, municipalities, and technology and innovation centres offer a variety of hands-on mentoring programs. Additionally, there is the city’s international environment, excellent infrastructure, vibrant cultural life and hip, young image.

All this makes it a magnet for founders and venture capital investors from around the world and a hotspot for media and technology businesses. Amsterdam was listed in the Top 15 of the Global Start-up Ecosystem Ranking 2019.

Trend for high valuations – Eindhoven Brainport Area

As many corporates and financial investors are actively looking for investment opportunities, competition is likely to increase among buyers. In this sellers’ market, valuations tend to be high. However, stock exchange valuations tend to lag behind those in the US for example, so can offer interesting investment opportunities. This applies particularly to Dutch SMEs and technology-oriented companies, which are located in the Eindhoven ‘Brainport Area’.

As good bargains get harder to find, the rollout of an existing business in the Netherlands may offer a better option. For financial investors, these are times to consider an exit. The positive effect of high valuations is that differences in purchase price valuations are increasingly bridged by paying the consideration in the form of shares.

M&A documentation

In purely domestic deals, Dutch M&A documentation is leaner than, for example, US documentation. Fewer contractual details are needed because many definitions of contractual terms and concepts (for example, definition of damages) are covered by statutory Dutch law. With cross-border deals, Dutch M&A documentation is often well aligned with international standards.

Using a civil law notary

Notarisation is required for an M&A agreement involving:

- a Dutch private limited liability company (BV)
- a public limited liability company (NV)
- in some cases, the transfer of real estate.

Civil law notaries are independent and appointed by the King. They must not be involved in negotiating the transaction.

Shares or assets

Give careful consideration to the advantages and disadvantages of structuring the transaction as a share or asset deal, especially in relation to potential liabilities and tax. With a share acquisition, you acquire all rights. However, also liabilities remain in place, subject to pre-acquisition negotiations and restructurings. You can make an offer for the shares to the individual shareholders – in principle, without the involvement of the management board. The purchase of assets and related liabilities requires the involvement of the management board.

Signing and closing

Dutch M&A agreements facilitate the closing of the deal by reducing the potential hurdles. They contain fewer closing deliveries and conditions than Anglo-American agreements. For example, there are usually no material adverse change (MAC) clauses or confirmatory due diligence requirements.

Purchase price adjustments

Net financial debt and working capital are the balance sheet items used for purchase price adjustments in mid to large cap transactions. However, the use of non-adjusted ('locked box') purchase prices has become more and more prevalent in recent years. This is especially the case where balance sheet items are not overly volatile, periods between signing and closing are short or where the transaction is small.

Escrow accounts

Warranties can be safeguarded either by the use of an escrow account with a bank or by using a civil law notary as escrow agent. With the trend towards locked box purchase prices, escrows are less commonly used.

Earn-outs

Earn-outs are often used in talent and technology acquisitions where individual sellers are the key value drivers and will continue to manage and add value to the company. When earn-outs are agreed on, both parties want appropriate ring fencing provisions in the M&A agreement to avoid potential conflicts. Sellers seek to be able to freely run the business so that it reaches earn-out parameters.

As a buyer you will need to think about seeking protection against manipulation of earn-out relevant financial statements by the managing seller.

Warranties and indemnities

US style M&A agreements give the buyer protection relating to the acquired business on an indemnity basis. In the Netherlands, protection (other than relating to taxes or specifically identified risks) is granted by the seller on a warranty basis. As the buyer, you will be required to prove loss to a greater extent than in the case of an indemnity.

Warranties are often subject to stricter limitations. For example, caps or basket amounts. Warranty and indemnity insurance is increasingly used to bridge differences in negotiations of risk allocation.

Limitation of sellers' liability

Liability caps are standard and tend to be set at 20-50% of the purchase price, depending on specifics of the transaction and the bargaining power of the respective parties. Basket and de minimis provisions are increasingly used.

Public takeovers

The acquisition of shareholdings in listed companies are subject to comprehensive legislation based on the EU takeover directive. They are also part of the Dutch Financial Supervision Act. Takeovers of publicly listed companies are monitored by the Netherlands Authority for the Financial Markets (AFM).

There are four types of public offers:

- a full takeover bid, intended to acquire all the shares
- a partial offer where there is no aim to gain control
- a tender offer where the intention is to acquire less than 30% of the voting rights
- a mandatory offer – these have to be made to all other shareholders when a bidder acquires control (ie owns more than 30% of the shares).

You can make a conditional takeover bid – for example, on achieving a certain threshold, but not a conditional mandatory offer. Takeover offers must adhere to minimum price rules. Mandatory offers must adhere to a fair price, which can be established by the Dutch Enterprise Court.



Contracts and commercial arrangements

When entering the Dutch and EU market, you will need to reconsider your approach to contractual arrangements. Whether you act indirectly (for example, via agency, distributorship or franchise) or directly (for example, by contracting under online terms with consumers or businesses, small print terms attached to purchase orders), you will need to make changes to your contracts in order to protect your business as it expands into the Netherlands.

Deciding on the right law and jurisdiction

EU companies typically resist non-EU law and jurisdiction, so unless you are happy to contract under local law, it is wise to have a compromise position to hand. The Rome I Regulation gives you freedom of choice throughout Europe (regardless of whether a country is an EU member state):

- the majority of Dutch and other EU member state companies prefer civil law, such as Dutch law

- if you prefer common law, English law can be a good choice
- if parties cannot agree, they may choose the law of a country other than those where they are located, for example if this choice of law is consistent with standard practice
- as a set of rules of uniform law, the United Nations Convention on Contracts for the International Sale of Goods (CISG) can be an attractive option for a pan-EU approach. However, it is only applicable to the sale of goods and does not cover all legal aspects of a sales contract. Therefore, it is advisable to make an additional choice of law governing aspects not covered by the CISG.

Electing a competent civil court in one of the EU member states European court appears to be the obvious choice for Dutch or EU member state companies. All the more so because national rules governing jurisdiction as well as the recognition and enforcement of judgements are harmonised throughout the EU.

In general, the national language is used in court. The Dutch legal system however allows parties to expressly choose the Netherlands Commercial Court (NCC) as competent court. Proceedings are in English and also the decisions are in English. This avoids fees for translation and interpretation during court hearings. The NCC was established as per 1 January 2019.

Where highly confidential information is involved or expert knowledge is required, an alternative is to incorporate an exclusive arbitration clause in the agreement. The Netherlands has a general arbitration court and arbitration courts for different sectors.

B2C relationships

EU Directives closely regulate B2C relationships throughout the EU. Many terms that are standard in international contracts will be void, so a review and localisation exercise is often required. You cannot, for example, widely disclaim liability against consumers. Online orders for goods, services or content by consumers are also typically cancellable by consumers without cause.

The terms and conditions dilemma

Throughout the EU, your general terms and conditions (even standardised agreements, templates or the like) are possibly void if they deviate from statutory law. The intensity of this problem varies in different jurisdictions.

Risks relating to competition rules

Under EC and Dutch competition rules, certain agreements restricting competition are void, resulting in fines and clauses – and perhaps the whole agreement – becoming unenforceable. It is, for example, important to seek advice if you consider to fix resale prices, restrict territories, impose non-compete obligations or grant exclusivities.

Updating contract templates

If you are looking to replicate an international business model, it is advisable to review and update contract templates to ensure they comply with Dutch law. The focus of this process is usually on legal issues rather than on changing any commercials. Stylistic changes might also be advisable so that the template is consistent with standard practice in the Dutch market. By doing so, you avoid unnecessary queries or resistance from contracting parties.

Agency agreements

As in other parts of Europe, certain types of agency appointments and arrangements are protected under Dutch law and can provide the agent, regardless of contractual arrangements, with the right to claim compensation on expiry or termination. It is wise to seek legal advice on the terms of these agreements to obtain better understanding of the implications of entering into agency agreements and to consider possibilities to mitigate risk. Such considerations are also important for distributorship, franchises, multilevel marketing or commission systems.

Offshore enforcement

There is no treaty for the mutual recognition of decisions of non- European courts, so they are not straightforward to enforce in the Netherlands and the EU. If a foreign business is suing for payment under its contract, it will be easier to enforce a local Dutch or EU judgement against the local assets of the other party.

Mandatory rules

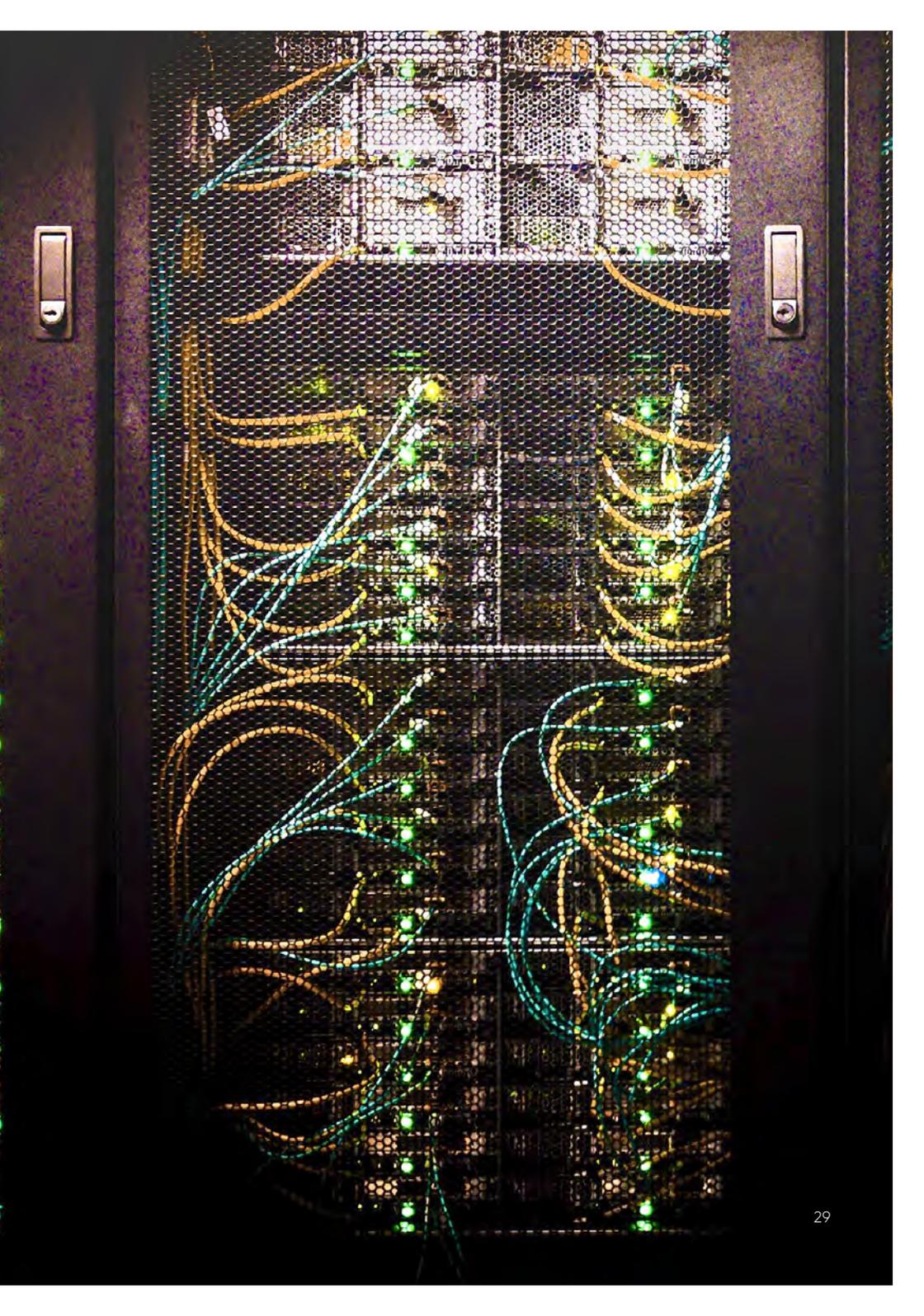
Regardless of the law and competent courts agreed upon, when dealing with Dutch or EU parties or performance of a contract in the Netherlands or the EU, certain local mandatory rules apply and may even override agreements between parties. These mandatory rules vary in different countries, so consider engaging local counsel to review any high value or strategically important contracts not being governed by the law of the market where the customer is based.

Data protection, consumer law and IP

There is a raft of legislation in these areas, referred to in other sections of this guide, which you need to consider when drafting contractual terms.



EU companies typically resist non-EU law and jurisdiction, so unless you are happy to contract under local law, it is wise to have a compromise position to hand.





E-commerce

Online developments have revolutionised the way companies can do business and interact with their customers. An effective online presence can enable you to enter the Dutch and EU market rapidly and at a relatively low cost – driving brand recognition and sales. Make sure you understand the local legal and regulatory implications of trading in the Netherlands, even if you do not have an office here.

Contractual terms

Terms and conditions for the supply of goods and services must be easily accessible and brought specifically to the consumer's attention or they may not be enforceable. An already checked 'accept' tick box is not enough. Dutch law imposes strict limits on terms that are considered unfair for consumers. Some contractual terms are void (for example, restrictions on certain conditions and warranties included in consumer terms of supply). Ambiguous terms need to be clearly explained. Remember to look at your online terms of use as well as terms of supply.

Consumer Rights Directive

The Europe-wide Consumer Rights Directive has been incorporated into the Dutch Civil Code and other legislation. If you are contracting with consumers you need to review:

- pre-contractual information
- contract confirmation process

- cancellation
- returns and refund policies
- terms and conditions.

Online retailers need to make sure they comply with special pre – and post-contractual information provisions and clearly inform consumers at the point they enter into a payment obligation (purchase button).

Particular points to note are:

- the cooling off (withdrawal) period of 14 days
- the requirement to give consumers a refund within 14 days
- the obligation to provide standard cancellation forms for distance contracts.

Website information

You are required to make certain website information available to users, including names, geographical addresses, VAT registration and details of any regulating body.

A privacy policy must be easily accessible and provide information on the scope of the collection and use of personal data (for example, through cookies). Find out more in the privacy section of this guide.

Online and distance selling

Customers purchasing goods and services online must be provided with certain information before they can place an order. This information must be confirmed to the customer on a durable medium (for example, via an email that can be printed) after the transaction has been concluded.

Governing law

The attractiveness of an online business is that you can reach users all over the world. This creates a legal challenge that has not been resolved satisfactorily. Whether the law governing the country in which the consumer lives applies to the purchase varies from country to country and may depend on the functionality or even the domain of the website. It is important to take advice on the most appropriate approach for your business.

Newsletters

Email newsletters are considered unlawful spam unless the recipient has given prior and explicit consent. Limited exceptions apply if a consumer has made an online purchase and is offered similar products or services by the seller – provided that the consumer has been informed of their right to object to mailings. The Authority for Consumers & Markets (ACM) is responsible for enforcing the so-called spam prohibition. The ACM has administrative powers and can order an administrative penalty of up to EUR 900,000 for violations. Also the Dutch Advertising Code and the General Data Protection Regulation as well as the General Data Protection Regulation (Implementation) Act may be applicable on mailings.

Social media – user generated content

It is important to decide whether – and how – to moderate user generated content and when to take material down to avoid liability. Effective deployment of intermediary defences and prompt action can help you manage the multiple legal risks associated with social media and the hosting of user generated content.

Tracking cookies

You are allowed to use functional cookies (for example cookies that remember a login or enable a shopping cart) without prior consent from the user. It is not compulsory to ask permission for analytic cookies used to obtain information regarding the quality or effectiveness of service – provided that this has no or only minor consequences on the privacy of the user.

For cookies relating to inter alia retargeting, tracking or profiling you need to have unambiguous consent, for instance by use of a cookie banner. Such cookies may only be placed after the consent has been obtained. A company needs to describe in its privacy statement how and which cookies are being used.

Keeping track of customers and their preferences is essential to the way the world does business today. There are numerous opportunities for collecting and storing information and using it to grow your business. Across Europe, including in the Netherlands, there is a complex web of laws and regulations

relating to privacy that can impact your operations. If you are to protect yourself from reputational damage and sizeable fines and use the information to your competitive advantage, it is critical that you are clear on the requirements of the countries you are trading in.

Approach to privacy

The EU has adopted the General Data Protection Regulation that ensure the interests of all parties are taken into account. The General Data Protection Regulation has direct effect across the EU but with some options for Member States to implement additional elements in national legislation. The Netherlands has implemented the General Data Protection Regulation (Implementation Act). Your privacy setup and policies will benefit from careful scrutiny before you set up your business in the Netherlands.

The Dutch Data Protection Authority (DPA) can impose significant administrative fines when you do not comply with the GDPR or the GDPR Implementation Act.

Reporting data breaches

Depending on the nature of the incident, data breaches are reported to the DPA and to the people who have been affected.

The obligation to report to the DPA applies only to data breaches that can lead to severe disadvantageous consequences or where there is a considerable chance of such consequences. The obligation to report a data breach to the individuals involved applies when the data breach can have disadvantageous consequences for their private life.

Privacy

Keeping track of customers and their preferences is essential to the way the world does business today. There are numerous opportunities for collecting and storing information and using it to grow your business. Across Europe, including in the Netherlands, there is a complex web of laws and regulations relating to privacy that can impact your operations. If you are to protect yourself from reputational damage and sizeable fines and use the information to your competitive advantage, it is critical that you are clear on the requirements of the countries you are trading in.

Approach to privacy

Since 25 May, 2018, the General Data Protection Regulation (GDPR) is in effect throughout Europe. In addition to the GDPR, there are several European directives and national initiatives you need to comply with. Your privacy setup and policies will benefit from careful scrutiny before you set up your business in the Netherlands.

The Dutch Data Protection Authority (DPA) can impose significant administrative fines when you do not comply with the GDPR.

Reporting data breaches

Depending on the nature of the incident, data breaches are reported to the Dutch DPA and to the people who have been affected.

The obligation to report to the DPA applies only to data breaches that are likely to result in a risk to the rights and freedoms of natural persons. The obligation to report a data breach to the individuals involved applies when the data breach is likely to result in a high risk to their rights and freedoms.

Big data and profiling

With the opportunities for collecting data through wearables and other devices, big data is developing rapidly and people can be profiled in detail. The DPA considers profiling and the protection of personal data a key priority and the GDPR has introduced several new requirements in relation to profiling. Developing a product or service that relies on big data or profiling therefore comes with various privacy-related questions. The key is to make sure the rights of those being profiled are complied with at the very beginning of development.

Transfer of personal data

When doing business in the EU, it is often necessary to transfer personal data out of the EU. The legal framework does not allow these transfers without taking precautions for safeguarding the data, except where an adequacy decision or different measures are in place. An adequacy decision exists for among others Canada, New Zealand, Japan and (limited to Privacy Shield exports) the USA.

For the transfer of data to countries without an adequacy decision, a mechanism such as EC standard clauses or binding corporate rules needs to be in place.

Personal data

Under the GDPR, the definition of 'personal data' is quite broad, encompassing all data that provides information on an identified or identifiable person – including among others text, images and sound. When this kind of data is processed, the GDPR is in most cases applicable.

Privacy statements

People are entitled to be informed about the processing of their personal data. The GDPR requires you to share details such as to the purpose of collection, the identity of the controller and the parties that may receive the data. This is usually done by means of a privacy statement.

Access requests

People may approach you with a request to access their personal data, and to have their data rectified, erased, restricted or moved to a different company. In general, you need to comply with such a request.

Purpose limitation

Personal data can only be processed for specific, well- defined and legitimate purposes. If data is further processed for purposes that are incompatible with the original purposes, the question of whether this was legitimate is assessed case by case. It is worth keeping in mind any possible future purposes for which you might use the data so that you can identify them when you collect it. Also, it is a good idea to regularly assess whether there are likely to be any changes in your use of data.

Security

The GDPR requires an appropriate level of technical and organisational security measures with regard to personal data, depending on the risks inherent in its processing and nature. This means that the required level of security varies. For some organisations, such as businesses that process data regarding health, the DPA requires compliance with specific codes. Knowing which rules apply to your business and maintaining good data security is important if you are to avoid fines. This, together with encryption of data may release you from the requirement to notify affected individuals if there is a data breach.

Record of processing activities

Each data controller or data processor needs to maintain a record of processing activities. This record needs to include information on all processing activities, such as purpose, data categories and data subject categories, but also information on recipients of data, data transfers and security measures.

Data controllers and data processors that have less than 250 employees are exempted from the above, but only when the processing is occasional, no special categories of data are processed and the processing does not result in any further risks to the rights and freedoms of the persons involved.

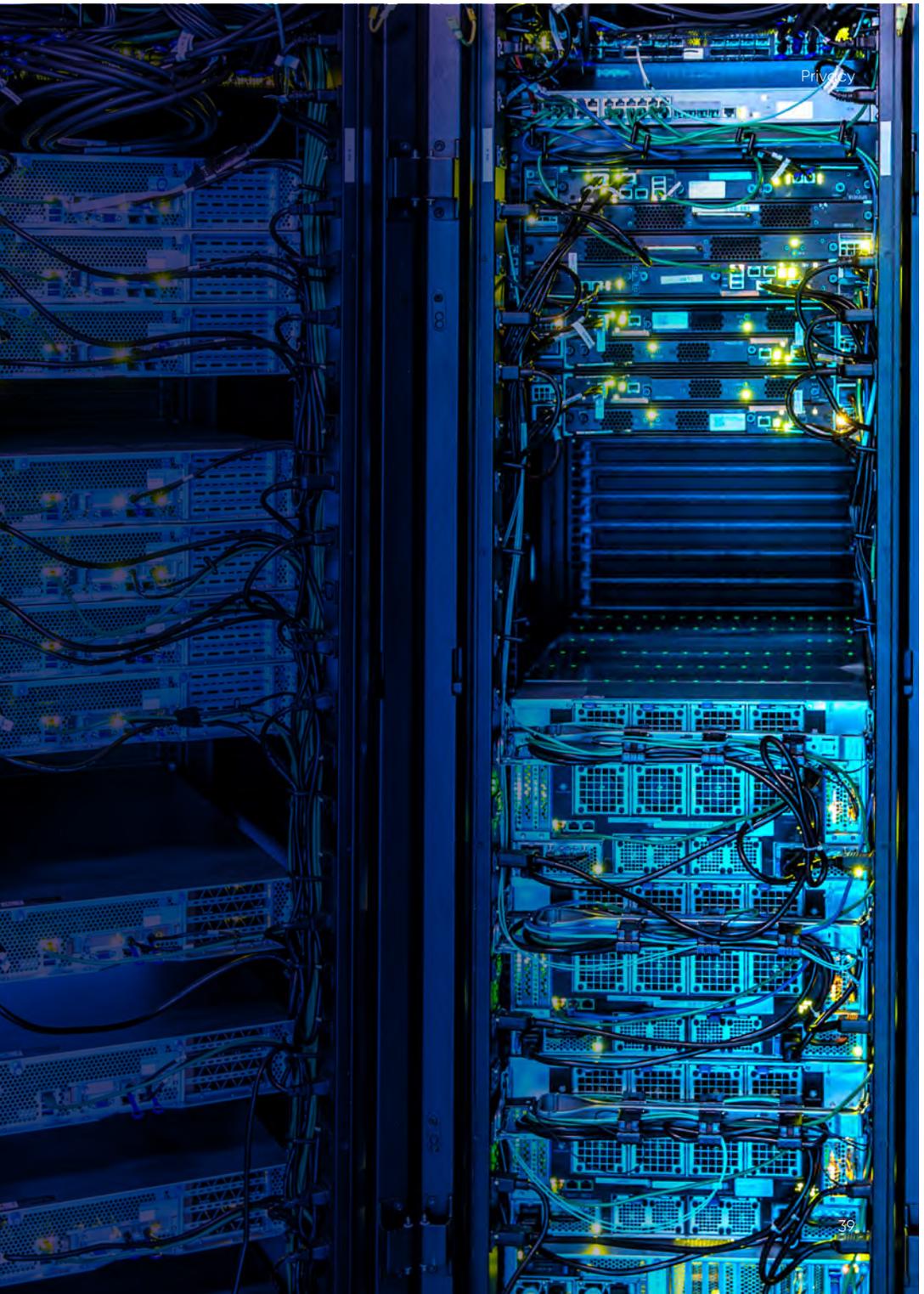
Data processing agreements

When you engage third parties (known as data processors) to process personal data, you need to enter into a written agreement. This should include among others provisions on the use of sub-processors, whether data can be transferred to third countries and the technical and organisational security measures to be observed.

You can find more guidance on data protection laws, including those in the Netherlands, on the Taylor Wessing Global Data Hub at www.taylorwessing.com/globaldatahub.



People may approach you with a request to access their personal data, and to have their data rectified, erased, restricted or moved to a different company. In general, you need to comply with such a request.



Privacy

Intellectual property

Protecting your intellectual property in the Netherlands can be complicated. Several systems are in operation and you need to make the right choice for your business. It is vital that you act early and ensure the right protections are in place for when you are ready to start conducting business in the territory.

Pan-EU intellectual property systems

Today, only four EU-wide intellectual property (IP) systems are in force:

- geographical indications
- uniform EU Trade Marks (EUTMs) (previously called Community Trademarks)
- plant varieties
- Community Designs.

The EU is continuing to harmonise regulations for other Intellectual Property Rights (IPRs) but most still come under national systems. A wide variety of rights are protected, some of which require registration. The most important are listed in the following table.

Type	Examples
Patents	Inventive products, processes and devices.
Trademarks	Designations, brands and logos. Potentially shapes, colours and sounds.
Design rights	Overall appearance of a design, product and its ornamentation.
Copyrights	Films, music, software, images, drawings, texts.
Trade secrets	Manufacturing, research and development, sales figures, customer lists, and business strategies.

The top sector approach

The Netherlands' approach is about enhancing innovation, attracting talent and securing a solid international position in nine sectors:

- life sciences
- high-tech
- chemicals
- energy
- water
- agri-food
- horticulture
- logistics
- creative industries.

It gives these industries access to funding. The top sector approach is based on a collaboration between industry, science and government.

These initiatives are supplemented by EU funding of key technologies within the Horizon 2020 framework programme.

Innovation box

Provided they fulfil certain criteria, Dutch corporate tax payers can benefit from a special tax regime. All income allocated to a qualifying IP is subject to a corporate income tax rate of 7% (instead of 25%).

The qualifying IP includes any intangibles originating in a Dutch or foreign patent, and intangibles originating in activities for which an R&D Certificate has been obtained from the Netherlands Enterprise Agency. Detailed tax advice is required to assess whether a business is eligible and how it may benefit.

Unified Patent Court

Patent litigation in Europe is due to change significantly under the Unified Patent Court. Classic European Patents (bundle patents) and the new Unitary Patent will be litigated in a one-stop-shop with a judgment covering up to 25 countries. The Court will have a central division, as well as regional and local divisions. To make full use of the new system and mitigate risks, it is important for companies to take strategic decisions regarding their European patent portfolios before the new system goes live.

Trade secrets

In order to harmonise the European law on trade secrets, the EU introduced a Trade Secrets Directive which entered into force on 5 July 2016. EU Member States had a two-year transitional period to implement the Directive into their national laws. The Netherlands has implemented this directive in national legislation which provides a clear definition of the subject of protection and a clear and new concept of infringement through unlawful acquisition, use and disclosure.

The single market

With the exception of geographical indications, EUTMs, plant varieties, and Community Designs, IPRs are granted on a per state basis. However, the underlying rules are harmonised to a certain extent.

In order to ensure the free movement of goods within the EU, the right of distribution is 'exhausted' for each physical product once it has been put on

the market within the European Union (EU) or the European Economic Area (EEA) by the rights owner or with his consent. For software, similar exceptions apply. There is no such arrangement for services.

Licenses restricting the rights of exploitation to a limited territory are generally admissible, but you should ensure they are carefully checked.

Intellectual Property ownership

In most cases (but not all), you as the employer automatically own the rights to intellectual property developed by an employee. This is not the case when it has been developed on your behalf by an independent contractor or consultant. To ensure that you own these rights and avoid any issues, make sure all contracts assign the IP rights to the business.

Patents

At present, there is no Unitary Patent covering all Europe. However, European patent applications can be prosecuted centrally before the European Patent Office (EPO). If granted, these result in a bundle of national patents for the selected validation countries. Litigating these patents is done on a country-by-country basis.

Patents are granted after substantive examination by the European Patents Office (European patents) or, without substantive examination, by the Netherlands Patent Office (national patents). They are granted on a first-to-file basis for a term of 20 years. Supplementary protection certificates are available for pharmaceuticals and plant protection products, which last for up to five years after the expiry of the patent.

The more restrictive requirement of absolute novelty under the European Patent Convention (EPC) is the major difference between the European Patent System and the patent system of countries such as the US. Novelty is lost if the invention has been made available to the public by written or oral description or in any other way before the priority date of the European patent application. There is no one-year grace period, as there is under US law.

Trade marks

Trade mark protection (e.g. for a company's trading name, brand name or logo) is granted upon registration. An EUTM is administered by the European Union Intellectual Property Office (EUIPO) and provides EU-wide protection. These coexist with trademarks based on national laws, which have been substantially harmonised within the EU. Benelux trademarks (Belgium, the Netherlands, Luxembourg form a single area with respect to trademarks) are administered by the Benelux Office for Intellectual Property (BOIP). The Benelux countries are members of the Madrid Protocol facilitating international trademark registrations.

Upon registration, the initial term of trademark registrations is ten years from the date of filing the application. The registrations can be indefinitely renewed for further periods of ten years. Securing trademark protection is not dependent on use – although use must start within five years.

It is good practice to clear use of a new name in the EU by checking for prior conflicting rights. Failure to do so can be costly and embarrassing, with blocking injunctions easy to obtain.

Design rights

There is a unified system for registered and unregistered Community Designs that is governed by an EU Regulation and administered by the EUIPO. This exists alongside the harmonised national design laws of member states. The Benelux countries form a single area.

The Benelux design right system only recognises registered rights. These are granted by the BOIP after a review of the formal aspects of the application. Design protection requires 'novelty' and 'individual character'. Although Benelux design law does not allow for unregistered design rights, the owner is still protected by EU regulation, which provides EU-wide protection of unregistered Community Designs. Unregistered Community Designs are only protected against copies and only offer three years protection.

Copyrights

Copyrights provide protection for works with an original character and bearing the personal imprint of the author. There are no formal requirements. The right automatically accrues upon creation, and is protected until 70 years after the death of the author. The Dutch Copyright Act includes provisions on limitations and exceptions to authors' rights. Some limitations trigger the payment of compensation by manufacturers, importers and traders of devices, and data carriers.

Trade secrets

The Netherlands has implemented the Trade Secret Directive into the Dutch Trade Secrets Act and into the Dutch Civil Code of Procedure. Trade and business secrets are furthermore protected by the principle of tort (wrongful act) through the Civil Code (DCC) and as criminal offence through the Criminal Code. Furthermore, disclosure of trade secrets by an employee constitutes grounds for immediate termination of the employment agreement. It is, however, also common practice to use contracts to ensure that trade secrets are protected.

The Dutch Trade Secrets Act provides a definition for trade secrets. Information qualifies for protection as a trade secret if it:

- is secret, meaning that it is not generally known or readily accessible in circles normally dealing with this kind of information
- has commercial value because it is secret, and
- reasonable steps were taken to keep it secret.

IPR litigation

Patent cases and European trademark and design cases are heard by specialised chambers and judges at the court of the Hague. Injunctions may be granted in preliminary proceedings within a few days or as permanent injunctions. The costs of IPR litigation are significantly lower than in countries such as the US or UK.

There is no real pre-trial discovery in the Netherlands. However, in connection with the implementation of the EU Enforcement Directive, all IP laws include provisions on seizure of evidence of infringement. Plaintiffs often file for seizure orders, followed by proceedings claiming access to the seized evidence.

Right holders have statutory claims for:

- cease and desist
- disclosure of all information and rendering of accounts for past infringing activities
- damages
- destruction, recall and final removal of infringing products.

The rights owner can calculate his damages on the basis of the profits he has lost, the profits generated by the infringer, or on the basis of reasonable royalties on the infringer's sales (license analogy). There is no system of punitive damages under Dutch civil law.

Useful links

For more guidance on intellectual property matters, visit:

www.taylorwessing.com/synapse – for legal and commercial issues in the life sciences sector.

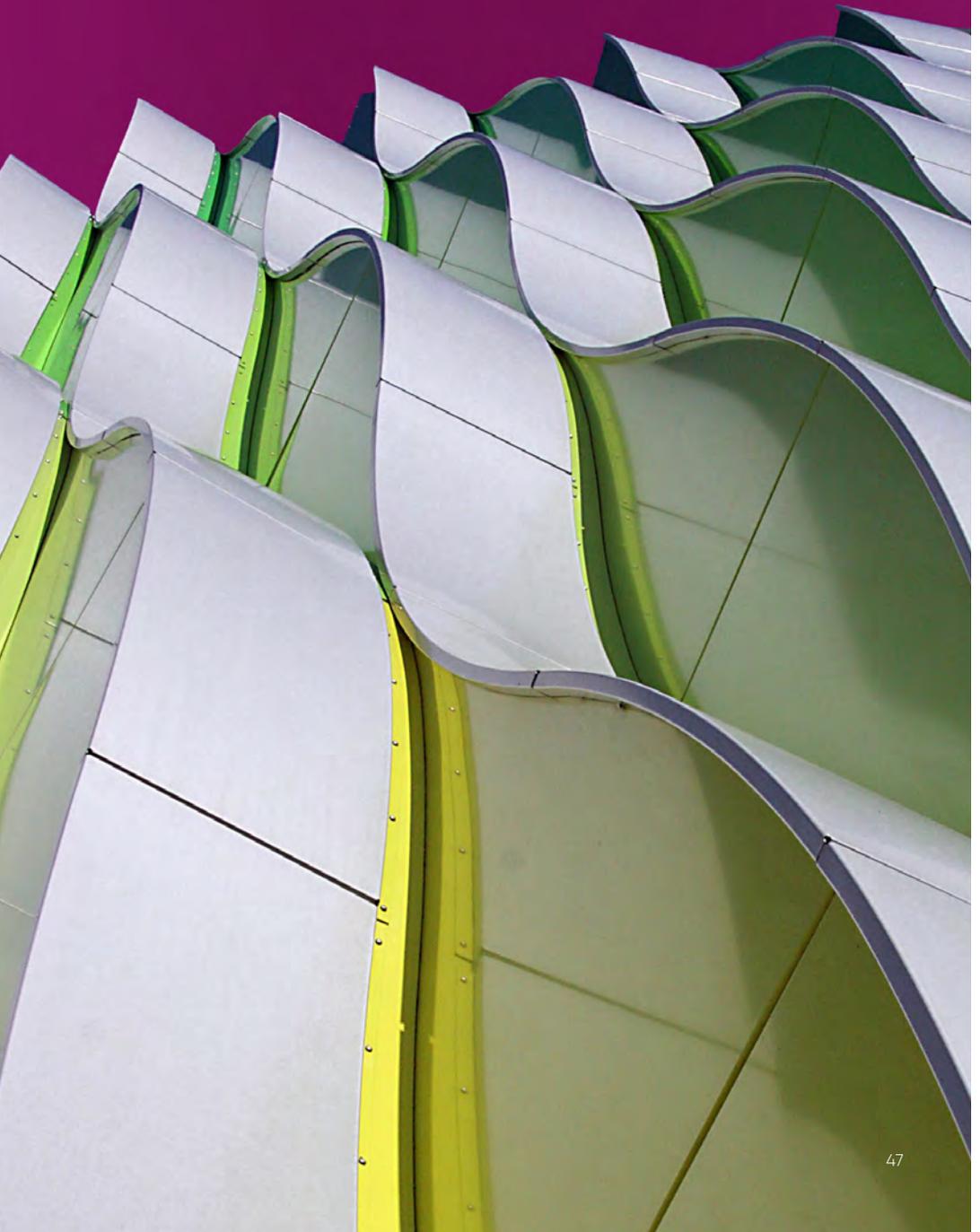
www.taylorwessing.com/download – for developments in media and tech law.

The following websites may also be of interest:

www.boip.int – Benelux Office for Intellectual Property.

www.epo.org – EU Patent office.

<https://euipo.europa.eu/ohimportal/en/> – The Trade Marks and Designs Registration Office of the EU.





Real estate

Foreign businesses setting up in the Netherlands may start with a few employees working from a co-working space but sooner or later, most will need their own office or production space. Property is often the most significant overhead for a business, but it can also provide an excellent return on investment. Too many businesses fail to pause and consider the long term cost before rushing into deals.

Key factors to consider

Questions to ask before making any decisions include:

- Do we want to own our real estate or lease it?
- Do we have a flexible exit strategy?
- What if our needs change?
- Can we extend the lease when it expires?
- How marketable are these premises if we want to relocate and sublet or sell?

Most businesses decide not to tie up capital and look to occupy premises based on a lease agreement. Bear in mind that purchasing can (in the right market conditions) lead to a worthwhile return on investment. For investors, the form of lease and covenant strength of the tenant will underpin the investment value. It is worth remembering this when negotiating as a tenant.

Leasing buildings

The Dutch Civil Code incorporates three regimes applying to real estate leasing of:

- housing accommodation
- retail accommodation and other commercial accommodation
- office accommodation and other commercial accommodation.

The Real Estate Council has established model contracts with corresponding general terms and conditions for all three. In principle, they are landlord-friendly and need to be tailored or custom-made for each case.

Leasing housing accommodation

Specific mandatory legal provisions apply to the letting of housing accommodation. Derogation of the law is not allowed and the landlords must perform all major repairs at their own risk and expense. The landlord can only terminate the tenancy agreement if one of the exhaustive termination grounds stated by the law occurs, except for short term leases. If the tenant does not agree with this termination, the landlord must apply to the sub-district court to request termination of the tenancy agreement. The sub-district court is allowed to grant the tenant a contribution towards the removal and fit-out costs.

Leasing retail accommodation

Semi-mandatory legal provisions apply to retail accommodation. Derogation of the law to the disadvantage of the tenant is not allowed and the parties are – in principle – considered free to make agreements with regard to repairs.

As a tenant, the regime grants you far-reaching protection consisting of:

- mandatory lease terms
- protection against termination by the landlord
- protection against rent changes.

In principle, you are entitled to an initial lease term of five years, which can be extended for a second lease term of five years.

The landlord can only terminate the lease at the end of a lease term and must give a one-year notice and state the termination grounds in the notice letter. If the tenant does not accept this termination, the landlord must file a request for termination of the lease agreement to the sub-district court. The sub-district court can grant a contribution towards removal and fit-out costs. An exception to this rule is if the lease is entered into for a period of two years or less or the sub-district court has granted its approval to a derogation clause.

Leasing other commercial accommodation

The parties are in principle free to make any arrangement.

The landlord can terminate your lease agreement (while observing a reasonable notice period) unless otherwise agreed in the contract. In order to have the premises vacated, the landlord must give you notice of eviction. Even then, you have far-reaching protection. If you do not accept the termination or were not the one to terminate the lease, you can continue using the premises for a mandatory period of two months from the date on which notice was given.

During the two months, you can request the sub-district court extends the period within which you should vacate the premises. The court can grant additional protection from eviction for up to a year. This can be extended twice. In assessing the extension, the court has to weigh up the interests of all parties, including those of any sub lessor.

Owning and building accommodation

If you decide to own or to build accommodation, the starting point is to assess possible locations. Check whether any buildings or parcels of land are available for this purpose. You will need to contact the owners through their real estate brokers.

Criteria for obtaining a permit

For the installation or construction of the accommodation, an integrated (environmental) permit is required. This must be applied for at the local municipality. For the permit to be granted, the plan to build and use the accommodation must:

- fit with the zoning plan
- meet the reasonable building aesthetics requirements
- meet the technical construction and fire safety requirements imposed by the Buildings Decree
- comply with the local municipal building regulations, which often contain criteria concerning the number of parking spaces.

Other permits may be required relating to the specific use.

If the installation or construction commences without the required permits the local municipality can take enforcement measures if:

- you deviate from the required permit during the installation or construction
- the technical requirements of the buildings decree are not observed
- any future use of the accommodation deviates from the use stated in the permit.

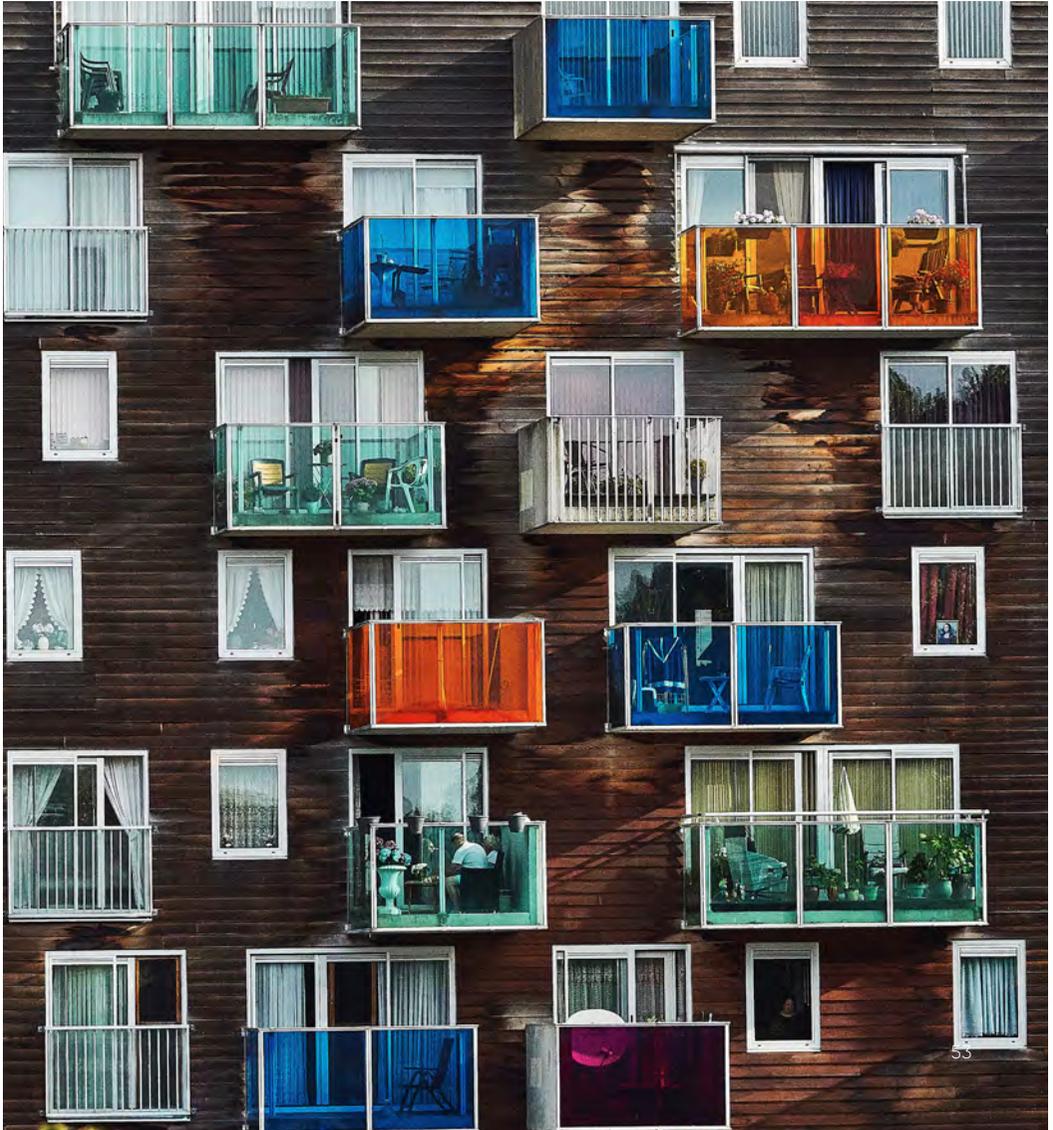
The zoning plan

If the plan fits with the zoning plan, the permit can be granted. If not, the zoning plan can only be amended with the cooperation of the municipality and the permit can subsequently be granted. The municipality can grant the permit along with an implicit consent to deviate from the zoning plan.

The municipality is not obligated to cooperate. Additional procedural and financial arrangements concerning the amendment of/deviation from the zoning plan will have to be made with the local municipality. Whether or not the plan fits in with the zoning plan, the permit will not be granted until the other criteria have been met.

Any interested party (neighbours, other companies, etc.) can lodge an objection against the amendment of the zoning plan. You can appeal against a subsequent decision through the district court and subsequently the council of state. Not until all proceedings have been finalised will the permit be irreversible. Any earlier installation or construction will be entirely at the permit holder's risk.

Standard municipal charges are payable for the amendment of/deviation from the zoning plan (usually a fixed amount). You will also need to pay for the integrated permit. This is usually calculated as a percentage of the building costs and can be found in the charges bylaw of the local municipality. You will be charged at the time you submit the application.





Other issues

There are many issues businesses need to consider. This guide covers the most important ones. Depending on the sector and other factors, there may be other legal issues that apply to your business in addition to those covered here.

Regulatory issues

Commercial activities in the Netherlands, as in the rest of Europe, are subject to many regulatory requirements. It is important to examine your business model and trading methods in view of the regulatory landscape. Consider whether any regulatory permissions or consents are needed before entering the Dutch market. Review the situation on an ongoing basis to ensure you remain compliant. As regulatory issues can be business critical, it is wise to take advice at an early stage.

This particularly applies to the following sectors or activities:

- The provision or facilitation of financial services, which may also include less obvious activities such as mobile or electronic payment systems, crowd funding, peer-to- peer lending, and hosting social forums with investment related content.
- Advertisement undertakings (including correct product labelling) that need to be aligned with strict Dutch unfair competition laws.
- Doing business with consumers requiring compliance with several consumer protection regulations.
- Sector specific product regulations, in particular medical devices, pharmaceuticals, or other products related to the life sciences sector.

Financial services

Compliance with regulatory requirements particularly affects financial services businesses in the Netherlands and rest of the EU. All sorts of business models attract attention (including mobile or electronic payment technology and online peer-lending or investment websites and other forms of collective or alternative investment schemes).

The Dutch regulators follow a broad approach to extending regulatory requirements. A company does not necessarily need to be physically present or established in the Netherlands to be within their scope. If a business – or even a website – is seen as actively targeting the Dutch market, then it may be within the remit of Dutch regulation.

It can be a criminal offence to be active in the Dutch financial services market without appropriate prior registration or even approval. An unintended rule breach could affect the way a business is able to develop its proposition both in the Netherlands and its home markets. Taking appropriate advice at the outset can help you:

- decide whether you need a registration or authorisation
- align your business model to benefit from any exclusion
- ensure the framework adopted is efficient now and flexible for future business growth.

The Netherlands is well centred in Europe and provides great investment opportunities, an excellent infrastructure and a reliable legal framework. If registration or authorisation is required in the Netherlands, this usually allows a company to 'passport' its activities across the EU and the EEA, making market entry into the Netherlands a comfortable starting point for business expansion to other European countries.

Bribery

Bribery, in particular facilitation payments of any kind, is a criminal offence that can generate substantial damage to the reputation of a company. It is of particular importance that businesses either operating or being registered in the Netherlands comply with Dutch bribery laws. The measures required

to address compliance are good commercial practice and should be commonplace in a developed corporate governance program. Dutch bribery laws extend to matters that might not be covered by the bribery laws in other countries.

It is a strict liability offence where a business fails to prevent bribery by one of its employees, agents or persons associated with it. A business may be subject to a fine or – depending on the type of business – even be at risk of losing its operating license for failure to comply with Dutch requirements on business reliability.

Non-legal specialist issues

In addition to legal matters, a foreign business setting up in the Netherlands will need to consider a range of other specialist areas and obtain appropriate advice. For example, advice on tax matters and VAT, recruitment/relocation, real estate location services, banking and payroll services, insurance issues, accounting, audit and back-office assistance, or pensions and benefits provision.

The Netherlands has a well-developed professional services sector to assist foreign businesses looking to set up and do business in the Dutch market. Various governmental organisations, national and local agencies, as well as numerous specialised private companies can provide valuable services to businesses.



The Netherlands is well centred in Europe and provides great investment opportunities, an excellent infrastructure and a reliable legal framework.

About Taylor Wessing

We're a global law firm that serves the world's most innovative people and businesses.

Deeply embedded within our clients' sectors, we seek to challenge expectation and create extraordinary results.

We work closely together with our clients to crack complex problems, enabling ideas and aspirations to be successful.

By shaping the conversation in our sectors, we enable our clients to unlock growth, protect innovation and accelerate ambition.

- Technology, Media and Communications
- Energy and Infrastructure
- Aerospace and Defence
- Business and Professional Services
- Consumer and Retail
- Insurance
- Manufacturing and Industrials
- Life Sciences and Healthcare
- Private Wealth
- Automotive
- Chemicals
- Financial Institutions
- Logistics and Transport
- Public Services and Education
- Real Estate



1000+ lawyers
300+ partners
28 offices
16 jurisdictions

Challenge expectation, together

With our team based across Europe, the Middle East, US and Asia, we work with clients wherever they want to do business. We blend the best of local commercial, industry and cultural knowledge with international experience to provide proactive, integrated solutions across the full range of practice areas.

1000+ lawyers 300+ partners 28 offices 16 jurisdictions

Austria	Klagenfurt Vienna
Belgium	Brussels
China	Beijing Hong Kong Shanghai
Czech Republic	Brno Prague
France	Paris
Germany	Berlin Düsseldorf Frankfurt Hamburg Munich
Hungary	Budapest
Netherlands	Amsterdam Eindhoven
Poland	Warsaw
Slovakia	Bratislava
South Korea	Seoul*
UAE	Dubai
Ukraine	Kyiv
United Kingdom	Cambridge Liverpool London London TechFocus
USA	New York Silicon Valley

* In association with DR & AJU LLC

© Taylor Wessing LLP 2020 | 2002-001097-6

This publication is not intended to constitute legal advice. Taylor Wessing entities operate under one brand but are legally distinct, either being or affiliated to a member of Taylor Wessing Verein. Taylor Wessing Verein does not itself provide legal or other services. Further information can be found on our regulatory page at:

[taylorwessing.com](https://www.taylorwessing.com)

TaylorWessing