

General Terms and Conditions Bexer Consulting B.V.

1. General

- 1.1 Bexer Consulting B.V. (**Bexer**) is a Dutch private limited company registered in the Dutch Trade Register under number 77222628 and is established in Utrecht, the Netherlands.
- 1.2 These General Terms and Conditions apply to all services (to be) provided by Bexer to any (legal) person (**Client**).

2. Provision of services

- 2.1 All services are provided by Bexer and solely Bexer shall operate as contracting party of the Client and not any persons and/or legal entities associated with Bexer, even if it is Client's intention that an assignment is carried out by a specific person associated with Bexer. The application of Sections 404 and 407 sub 2 of Book 7 of the Dutch Civil Code are excluded.
- 2.2 These General Terms and Conditions as well as any other conditions agreed upon with Client are stipulated for and may be relied upon by Bexer and by any persons and/or legal entities associated or formerly associated with Bexer or involved in the provision of services by or on behalf of Bexer in any manner, as well as by their legal successors. They may invoke any of these provisions with regard to Client and, where appropriate, any reference to Bexer should be read as a reference to the person and/or legal entity concerned. In the performance of their professional work, these persons shall act exclusively for the account and risk of Bexer.
- 2.3 All services provided by Bexer are exclusively addressed to the Client. Third parties may not rely on or derive any rights from services provided to the Client or the result therefrom, even if they can be considered an (direct or indirect) interested party. Bexer does not accept any liability towards third parties for services provided to Client.

3. Payment terms

- 3.1 Bexer will send monthly invoices for services performed in the preceding calendar month. Invoices will only be sent by email.
- 3.2 All fees are exclusive of value added tax (VAT) and expenses incurred by Bexer (including accommodation costs and travel expenses). Bexer may adjust its hourly rates annually, as per January.
- 3.3 Client must make all payments without deduction, discount, or set-off by deposit or wire transfer to the bank account stated on the invoice within fourteen (14) days after the invoice date.
- 3.4 Client may notify Bexer in writing of any objections to an invoice within thirty (30) days after the invoice date. If Client fails to do so within this period, the invoice will be deemed to have been accepted.
- 3.5 If Client fails to pay any amounts due within the period set forth in Clause 3.3 of these General Terms and Conditions, Client shall be in default without further notice and will be indebted statutory trade interest over the outstanding amount until payment in full of the outstanding amount (including interest accrued thereon).

- 3.6 In the event Client fails to fulfil its payment obligations ultimately within 45 days after the invoice date, Bexer shall be entitled to suspend the provision of services to Client. If Bexer exercises such right, Client shall be notified of such suspension in advance.

4. Confidentiality

- 4.1 Bexer undertakes to maintain confidentiality towards third parties in respect of all confidential information which it received from Client, unless a statutory or professional obligation exists or arises to disclose such information.
- 4.2 Client will not disclose the contents of reports, opinions, memoranda, advices or other written or oral statements issued by Bexer without Bexer's prior written consent.

5. Intellectual property

- 5.1 Bexer retains all intellectual property rights in relation to the products it uses and/or has used and/or develops and/or has developed within the framework of the provision of the services rendered to Client.
- 5.2 Client is not entitled to and must refrain from reproducing, publishing, disclosing and/or using for commercial purposes, alone or in collaboration third parties, those products, including software, system designs, working methods, opinions, advices, contracts, model contracts and all other products of intellect, all in the broadest sense of the word. These products cannot and may not be reproduced and/or published and/or disclosed and/or used for commercial purposes without the prior written consent of Bexer. Client has the right to reproduce written documents for use within its own organization to the extent this is in line with the purpose of Bexer's engagement.

6. Liability

- 6.1 Bexer's liability is limited to the amount that is paid out for the relevant claim under the professional liability insurance policy taken out by Bexer, plus the applicable excess. Liability for damage caused by an event not covered by any insurance is limited to the amount that is equal to the amount invoiced and received by Bexer for services provided to Client (excluding VAT) in the relevant matter in the twelve (12) months preceding the day on which the liability arose, with a maximum of EUR 50,000.
- 6.2 Any liability of persons and/or legal entities (in)directly associated with Bexer (including but not limited to its directors, officers, employees, shareholders and their individual holding companies) is excluded.
- 6.3 Every claim for compensation will expire one (1) year after the date on which Client became aware of the damage and of Bexer's liability for the damage.
- 6.4 In no event will Bexer be liable for any trading loss or indirect or consequential damage sustained by Client or third parties.
- 6.5 Client indemnifies Bexer against any claims made by third parties and any other damage suffered by Bexer in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under Bexer's insurance, plus the applicable excess. A

third party includes every group company, shareholder and managing or supervisory director of Client, any persons working at or for the Client and any family member of Client.

7. Termination

- 7.1 Client may terminate the agreement for services with Bexer at any time, provided that notice of termination must be given in writing to its contact at Bexer.
- 7.2 Bexer may terminate agreement for services with Client by giving the Client fourteen (14) days' prior notice, or immediate notice if Client does not pay an invoice within sixty (60) days of the due date, provided that notice of termination is given in writing.
- 7.3 If the agreement for services is terminated, Client will pay the fees for the services provided and expenses incurred by Bexer until the termination date.

8. Severability

If any provision of these General Terms and Conditions is declared void or unenforceable, the other provisions of these General Terms and Conditions shall remain to be of effect, unless the latter provisions must be deemed to be indissolubly connected with the void or unenforceable provision. In the event the other provisions remain valid, Bexer shall replace the void or unenforceable provision by a valid provision which reflects Bexer's original intent to the greatest possible extent.

9. Personal data

- 9.1 Terms defined in the European General Data Protection Regulation (GDPR) have the same meaning in this Clause 9 of the General Terms and Conditions.
- 9.2 Bexer may process personal data in the performance of its engagement by Client.
- 9.3 Client shall indemnify Bexer and all persons and/or legal entities affiliated with Bexer against any claims made by third parties and any other damage suffered by Bexer or any person and/or legal entity affiliated with Bexer in connection with an alleged unlawful processing of personal data in the course of the engagement of Bexer by Client, to the extent Bexer has received these personal data from Client or at the instruction of Client.

10. Jurisdiction and applicable law

- 10.1 The agreement for services by and between Bexer and Client and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- 10.2 The district Court Midden Nederland, location Utrecht, the Netherlands, has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual obligations.