

General Terms and Conditions of Account 4

1 Account 4

1.1 Account 4 B.V. (hereinafter to be referred to as: "Account 4"), is a limited liability company under the laws of the Netherlands, Chamber of Commerce number 32093604, situated at Gooimeer 5 (1411 DD) Naarden, the Netherlands

2 Applicability

2.1 These General Terms and Conditions are applicable to and form part of all legal relationships between Account 4 and the person or entity (hereinafter referred to as "Client") with whom Account 4 has entered into a contract for services to be provided by Account 4 in the widest sense of the word. A legal relationship is defined to include (but is not limited to) all engagements (whether contractual or pursuant to the law), also including supplementary contracts and follow-on contracts, all communication (written, electronic and oral) and the use of the website

www.account4bv.com

2.2 The provisions in these General Terms and Conditions are also applicable to and also extend to persons employed by or perform work on behalf of Account 4 or for whom Account 4 is (otherwise) liable.

2.3 The applicability of General Terms and Conditions or other provisions or conditions of a Client is expressly rejected.

3 Engagements

3.1 An engagement between Account 4 and a Client comes into effect through the award by a Client of an engagement and the acceptance of the engagement by Account 4.

3.2 Engagements are accepted and executed by Account 4 with the exclusion of Section 404 of Book 7, Section 407 paragraph 2 of Book 7 and Section 409 of Book 7 of the Dutch Civil Code.

3.3 Engagements are accepted and executed for the benefit of the Client exclusively. Parties other than the Client are unable to derive any rights from the engagement and its execution.

3.4 If Client places an engagement with Account 4, Account 4 will process your personal data in accordance with the applicable "Account 4 Privacy Statement", as stated on its website: <https://new.account4bv.com/wp-content/uploads/2022/03/Account4-Privacyverklaring-2020.pdf> . Account 4

respects your personal data and ensures that the personal information provided to it or otherwise obtained by it is treated confidentially.

4 Third-party engagement

4.1 Account 4 is at liberty to engage third parties in the execution of the engagement.

4.2 Third parties (including but not limited to civil-law notaries, tax specialists, attorneys-at-law and accountants) will be engaged only by or on behalf of the Client, unless otherwise agreed. Account 4 is also entitled to enforce against the Client any conditions of any third party engaged on behalf of the Client.

5 Fees

5.1 Unless agreed to the contrary in writing or electronically between Account 4 and a Client, Account 4 performs its work on an hourly basis. A certain percentage may be added to the hourly rate to cover office expenses. Where legally required, the hourly rate and any costs are subject to the addition of 21% VAT. Account 4 is free to review its hourly rate periodically, usually on 1 January each year. Account 4 will notify the Client of any review of this kind in writing or electronically.

5.2 Expenses incurred in the execution of the engagement, such as travel and accommodation expenses, and charges of third parties (including, but not limited to, the Chamber of Commerce, Kadaster (the Dutch Land Registry Office) and the judicial authorities) will be passed on. Expenses will be charged to the Client at any time at Account 4's discretion.

5.3 Account 4 is entitled at any time to require the Client to make payment on account in advance. Payment on account may be applied to settle either fees or expenses. Unless agreed otherwise in writing or electronically between an Account 4 and a Client, Account 4 will commence work only upon receipt of the payment on account from the Client.

5.4 Unless agreed otherwise in writing or electronically between Account 4 and a Client, Account 4's bills must be paid in full within 14 (fourteen) days of the date of the bill. The Client will be in default by operation of law if this period expires.

5.5 Where payment is not made in good time, the Client will be liable to Account 4 for extrajudicial costs. These costs are 10% of the total amount receivable (therefore including expenses and VAT), with a minimum of EUR 250. All costs that are connected with the judicial collection of bills (or parts

thereof) that are not paid in good time are to be borne by the Client, also including the full legal costs.

5.6 Account 4 is authorized to suspend work at any time if the Client fails to comply with one or more provisions of these General Terms and Conditions, or if there is a reasonable expectation of noncompliance by the Client.

5.7 All financial and other data and/or documents in whatever form (the Data), which have been used in the legal relationship between Account 4 and the Client will be kept in the administration of Account 4 for a maximum period of 7 years, starting from the date that the legal relationship has terminated. After 7 years the Data will be (electronically) deleted

6 Duty of disclosure

6.1 The Client is obliged to provide Account 4 correctly, promptly and fully with all information (i) of possible relevance to the execution of the engagement and (ii) as requested by Account 4. The Client vouches for the correctness and completeness of all information (written, electronic and oral) provided to Account 4, and warrants that the information is not misleading.

7 Duty to handle complaints

7.1 If in the opinion of the Client Account 4 has failed in the proper performance of an activity, the Client must notify Account 4 accordingly in writing with a statement of the reason within 14 (fourteen) days of the date that the Client discovered, or in reasonableness should have discovered, the defective performance, in the absence of which the Client will have no further recourse regarding the alleged defective performance.

8 Liability

8.1 Account 4 does not guarantee the achievement of any envisaged result.

8.2 Any liability of Account 4 is limited to the amount that will be paid out in a given case under Account 4 's liability insurance. The limitation does not include the amount of the excess of the professional liability insurance policy. If Account4's professional liability insurance provides no cover and/or no amount is paid out, Account 4 is liable only for damage attributable to, arising from or connected with intent or deliberate recklessness, and the liability of Account 4 then is limited to the total invoice value of the engagement awarded to it with a maximum amount of EUR 10,000 (ten thousand euros).

8.3 Account 4 is not liable for or on behalf of third parties (including, but not limited to, bailiffs, civil-law notaries, tax specialists, advisers or other attorneys-at-law) for their methods of performing acts, executing work or complying with contracts (or conversely of nonperformance or defective performance, execution or compliance).

8.4 The Client indemnifies Account 4 against all claims from third parties arising from or connected with an engagement awarded by the Client.

8.5 Account 4 is not liable for indirect loss, such as (but not limited to) consequential loss or loss of turnover.

8.6 The Client is obliged to take out sufficient insurance for the activities he performs or will perform and that are connected with the engagement awarded to Account 4. The Client is obliged to do all that is within reason to limit damage for which Account 4 is liable. Account 4 is not liable for losses that (i) are not covered by an insurance policy, but would have been covered if the Client had taken out sufficient insurance as referred to in this Article, and (ii) arose through or were exacerbated by noncompliance of the Client with his obligation to limit damage as referred to in this Article.

9 Waiver of right

9.1 The Client hereby waives his right of setoff and suspension. The Client also waives his right to impose prejudgment attachment (i) against Account 4 or (ii) against himself if doing so would frustrate any payment obligation to Account 4.

10 Termination

10.1 Account 4 and a Client are at liberty at any time to terminate a contract for professional services between them. Any termination of the contract will have no effect on the sums owed for work and any expenses that have been and are yet to be billed.

11 Changes

11.1 These General Terms and Conditions may be changed unilaterally by Account 4 from time to time. The changed conditions will be sent to the Client in writing or by electronic means at least 14 (fourteen) days prior to their effective date. The changed conditions will come into force on the effective date, unless prior to that date the Client terminates the contract between him and Account 4. After the effective date the changed conditions are also applicable to the period prior to the change.

12 Nullity

12.1 If and to the extent that any provision in these General Terms and Conditions is or becomes fully or partially invalid, void or unenforceable, this invalidity, nullity or unenforceability will have no effect on the other provisions, and these General Terms and Conditions will remain in force in other respects.

12.2 Any invalid, void or unenforceable provision (or any part thereof) will be replaced by a valid, non-void and enforceable provision. The replacement provision must be consistent with the content and import of the remaining content of these General Terms and Conditions.

13 Other

13.1 These General Terms and Conditions (and the Dutch version) are available for inspection by a Client at Account 4 and will be sent in writing or by electronic means to a Client on request. These General Terms and Conditions are also posted on the website www.account4bv.com

14 Disputes

14.1 Dutch law is applicable exclusively to these General Terms and Conditions and all obligations (whether contractual or pursuant to law) that arise from or are connected with these General Terms and Conditions.

14.2 All disputes that arise from or are connected with these General Terms and Conditions, including disputes concerned with the existence or the validity of these General Terms and Conditions, and all obligations (whether contractual or pursuant to law) that arise from or are connected with these General Terms and Conditions, will be brought in the first instance before the competent court in Amsterdam exclusively (therefore to the exclusion of other forums).