

## GENERAL TERMS AND CONDITIONS

These general terms and conditions (the “General Terms and Conditions” and/or the “Terms”) apply to all services provided by ETM Solutions B.V. (“ETM” or the “Service Provider”) or any of its group entities, future or current (together: “ETM Group”) and to any agreements or offers by ETM Group regarding its services and may be updated from time to time.

### 1. Definitions and Applicability

- 1.1. ETM is a limited liability company domiciled in Amsterdam, where it is registered with the Trade Register under number 91260760.
- 1.2. The ETM Group consists of ETM and its affiliates.
- 1.3. **Agreement** is any written or verbal agreement pursuant to which ETM group renders Services to the Client and/or Shareholder.
- 1.4. **Client or Clients** is any entity (Dutch or other) to which the ETM Group is providing services, such in the broadest sense of the word.
- 1.5. **Shareholder or Shareholders** are the shareholder(s), (partner(s) or member(s)) of the Client and/or the legal entity or group of legal entities or individual(s) who ultimately own(s) and control(s) the Client or who is/are the ultimate beneficial owner(s) of the Client.
- 1.6. **Services** are all services rendered by ETM to the Client, consisting of corporate secretarial and administrative services, bookkeeping services, or any other services as may specifically be agreed upon from time to time between the Client, the Shareholder and ETM.

- 1.7. The Services are solely performed for the benefit of the Client. Third parties cannot derive any rights from the Services performed on behalf of and rendered to the Client.
- 1.8. All instructions from the Client are solely accepted and carried out by ETM Group in the Netherlands. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are hereby excluded.

### 2. Compliance

- 2.1. ETM accepts the Client’s request to provide services, subject to compliance with ETM’s customer due diligence procedure. The entry into force of any agreement regarding provision of ETM group services is subject to Client providing all Customer Due Diligence Files, as defined further, as shall be required from time to time under Dutch Law, ETM’s client acceptance and ongoing transaction monitoring.
- 2.2. By retaining ETM, the Client and the Shareholder (if applicable) accept and commit to comply at all times with the obligation to take all reasonable measures to ensure that ETM is provided with any data (consisting of information or documentation) on the Client and/or the Shareholder, and more generally any other information which they may hold and which ETM is or may be required by law or as a result of a selfimposed policy to collect, update and maintain (hereinafter “Customer Due Diligence Files”) as well as all information allowing ETM to determine the volume and nature of the transactions entrusted into by the Client.

- 2.3. The Client and/or the Shareholder will inform ETM in advance of any (intended) change of control, and/or (material) change of shareholding structure, including any (intended) transfer, sale, pledge or any other disposal or encumbrance of all or part of the shares within the structure of object entity, being the entity to which ETM Group provides services (hereinafter “Change of Structure”).
- 2.4. Continuation of the provision of ETM group services upon a Change of Structure will be subject to the provision of Customer Due Diligence Files and the upfront acceptance of all compliance considerations within the new structure and/or the new shareholder/UBO by the Service Provider as mentioned in article 2.1.
- 2.5. Where so required under the Dutch laws and regulation, as well as ETM’s client acceptance and transaction monitoring, the Client and/or the Shareholder will inform ETM in advance of opening of any kind of bank account in the name of the Client, in any bank worldwide, as well as will insure that, as per requirements of article 2 herein.

### 3. Duties and responsibilities of ETM

- 3.1. While providing Services, ETM shall act in accordance to requirements of the laws, rules and regulations of the Netherlands.
- 3.2. In providing the Services, ETM shall use its best efforts to cause the Client to comply with the requirements of Dutch Law and their respective articles of association. ETM shall not be held to follow any directive or instruction from the Shareholder of which ETM reasonably feels it is not in compliance

with the Law and Regulations. ETM shall inform the Shareholder of its decision at its earliest convenience.

- 3.3. ETM shall discharge its duties properly, diligently, faithfully and to the best of its ability in a manner which is in accordance with the best interests of the Client, provided that ETM shall not be obliged to do or omit to do anything which it considers to be in conflict with its lawful interests or the lawful interests of the Client and/or the laws and regulations of the Netherlands and/or any other jurisdiction.

### 4. Duties and responsibilities of the Client and the Shareholder

- 4.1. The Client and the Shareholder are obliged to timely provide ETM with any and all necessary information, documentation and justification without reservations to enable ETM to provide the Services.
- 4.2. The Client and the Shareholder will ensure and guarantee to ETM that the Client will at all times maintain sufficient funds to meet its financial obligations towards ETM as well as fees of external professional advisors.

### 5. Liability

- 5.1. Any and all liability of the ETM Group is limited to the amount paid out, if any, under ETM’s professional liability insurance policy in the matter concerned, plus the amount of the own risk deductible that is not for the account of the insurers under the policy. If the insurer makes no payment under the insurance, the liability of ETM shall be limited to an amount which will not exceed the aggregate amount of fees paid for such

part of the Services that gave rise to the claim over a period of twelve (12) months prior to the occurrence of such damage, subject to a maximum of Euro 50,000. The Client can claim such damages exclusively from ETM as an entity. The foregoing limitation of liability shall not be invoked if damage is caused by willful misconduct or gross negligence on the part of any person in charge of the management within the ETM Group.

- 5.2. Any claims for damages against employees, directors, managers, and/or persons with whom the ETM Group has entered into a cooperation agreement are excluded. As far as necessary, the abovementioned persons may at all times invoke the provisions of these General Terms and Conditions for their own benefit as thirdparty beneficiaries of these clauses.
- 5.3. All claims against ETM shall in any event expire twelve (12) months after the moment that either the Client or the Shareholder is aware or could reasonably have been aware of the existence of said claim.
- 5.4. The ETM Group shall exercise the necessary due care in its selection of third parties. The ETM Group is not liable for any acts and or omissions of third parties. The Client hereby authorizes the ETM Group to accept any limitations of liability of third parties on its behalf.

## 6. Indemnity

- 6.1. The Client and/or the Shareholder shall jointly and severally indemnify and hold the ETM Group, its directors, employees and any other person or entity engaged by ETM (hereinafter the "Indemnified Party"),

harmless, without any set off or counter claim, from and against any and all claims (contractual or in tort) threatened claims, suits (whether instituted by the Client or any third party), taxes, penalties, liabilities, damages, costs and expenses according to average pricing for such costs and expenses incurred, actually suffered, incurred or expended, directly or indirectly, all in the widest sense including, without limitation, fees, costs and expenses of attorneys, accountants and other experts engaged by the Service Provider, at any time by reason of its acting or having acted as service provider of the Client and, in such capacity doing or omitting to do any act or in connection with any act or omission by any managing director, except in the event of gross negligence or willful misconduct of the Indemnified Party.

- 6.2. This indemnity will remain in full force and effect also in case of any change in direct- or indirect ownership of the Client until ETM Group has accepted to enter into a similar agreement with the new owner(s) and such agreement has been signed.
- 6.3. Any claims for costs, including but not limited to legal fees, made by an Indemnified Party to defend itself in any reasonable way from any actions and/or threatened actions as mentioned above will solely be borne by the Client and the Shareholder, jointly and severally, provided that no costs incurred in respect of an action against an Indemnified Party that is found by a competent court in a final and non-appealable judgment to be resulting from a gross negligence or willful misconduct by such Indemnified Party. Such costs shall be repaid by the relevant

Indemnified Party to Client or Shareholder as the case may be.

## 7. Fees and payments

- 7.1. Unless otherwise agreed, professional fees shall be calculated on the basis of the number of hours worked multiplied by the hourly rates established annually by the ETM Group. The hourly rates and standard fixed charges of ETM Group, mentioned in any agreement, fee proposal or other communication of ETM Group, are merely stated for information purposes and may be subject to changes.
- 7.2. Costs paid by the ETM Group on behalf of the Client shall be charged separately to the Client with a mark up to cover handling costs.
- 7.3. ETM will charge office costs as a percentage of the professional fees.
- 7.4. Unless otherwise agreed upon in the agreement between ETM Group and the Client, ETM will invoice the services monthly. The invoice is subject to payment within 14 days of the date of the invoice. The ETM Group is entitled to charge up 8.5% yearly interest on late payment.
- 7.5. Without limiting its other rights or remedies, ETM shall have the right to suspend or terminate the Services entirely or in part if payment is not received within thirty (30) days of the invoice date.
- 7.6. The fees will be reviewed and shall be varied annually (to take effect from one (1) January each year) for at least inflation purposes and changing market standards. Furthermore, after informing the Client, ETM is entitled at

all times, at its sole discretion, to adjust its fees for other special circumstances.

- 7.7. The Client and the Shareholder will be jointly and severally liable for payment of the fees. ETM Group is allowed to hold the Shareholder and/or the Client liable to pay the fees of ETM.
- 7.8. At the first request of ETM, the Client and/or the Shareholder shall be obliged to provide adequate security, in a form acceptable to ETM, for any of their payment obligations towards ETM.
- 7.9. All amounts and fees are exclusive of VAT.

## 8. Termination

- 8.1. The Agreement shall have effect from the date when the Client and/or Shareholder accept the proposal of ETM for provision of Service and shall continue, irrespective of any Change of Structure, unless and until terminated by either party giving the other parties hereto a six (6) weeks prior notice in writing.
- 8.2. Under pressure of material circumstances which include a continued impairment of the moral, legal or financial integrity of either the Client or the Shareholder, in each case to be determined at the sole discretion of ETM, the Agreement can be terminated with immediate effect without any compensation becoming due. Such termination of services can never give rise to a claim on the Client's and/or Shareholder's part of damages, which such termination might have caused.
- 8.3. Upon termination of services ETM Group may be requested to transfer materials and information. In such case ETM Group may

charge a fee for such transfer of documents to be calculated based on applicable hourly fees at the time of transfer. Subject to payment to the Service Provider of any and all outstanding debts, costs and/or fees owing to the Service Provider, the documents relating to the Client and its affairs, which are held by the Service Provider, shall be returned to the Shareholder or any other person or designated by the Shareholder.

- 8.4. Termination on the ETM's own initiative can never give rise to a claim on the Client and/or the Shareholders' part for damages, which such termination might have caused. ETM will be authorized to inform the tax and other authorities of the termination and, if necessary at ETM's discretion, the underlying motivation thereof.
- 8.5. The limit on liability and indemnity as set out in these General Terms and Conditions shall survive the termination or rescission for any reason of the contractual relationship between ETM, the Client and the Shareholder until the expiry of the relevant statute of limitation for such claim.

#### **9. E-mail/communication disclaimer**

- 9.1. ETM may rely upon written requests, instruments or documents of any kind, which appears to have been signed (in original, facsimile or scan copy), endorsed or prepared by the Client or the Shareholder. If a request from the Client or the Shareholder is rendered to ETM by telephone, facsimile or email, ETM will not accept any liability in connection with a misunderstanding or transmission error resulting from this method of communication, including any

mistake by ETM on the identity of the Client or the Shareholder. The Client may submit to ETM, by registered letter or by statement of receipt, a list of persons/organizations with corresponding authorities regarding instructions to ETM. In the absence of such list ETM may accept instructions from the persons ETM deems in good faith to be representing the Client.

- 9.2. Although ETM aims to maintain high IT security standards, ETM shall not under any circumstances be liable for any indirect damages including, but not limited to, loss of opportunity, loss of profit, nor any damages resulting from breakdown, failure or malfunction of any telecommunication or computer system not within its control, and defaults by any third parties, including but not limited to banks, in the performance of obligations necessary to have been performed for completion of ETM's obligations.

#### **10. Confidentiality**

- 10.1. ETM shall not disclose any documents or information relating to the Client and/or the Shareholder except as strictly necessary or desirable for the proper performance of its duties hereunder (and in such case only when such disclosure is made subject to a confidentiality undertaking) or in case ETM are under an obligation to do so under a mandatory provision of law or court decision, or any inquiry or investigation by, or any rules of, any governmental, official or regulatory body which is lawfully entitled to require any such disclosure. This provision shall not apply to any information or data that has become part of the public domain

or for which the Shareholder have given prior approval for disclosure.

- 10.2. ETM is subject to certain laws, rules and regulations in the Netherlands, which may require it to report or disclose any information in respect of the Client and or the Shareholder; ETM does not accept any liability in respect of any such disclosure.

#### 11. Non-solicitation

During the term of this Agreement and for the period of one (1) year after termination thereof, the Client and the Shareholder undertake not to solicit for employment, both directly and indirectly (e.g. through an affiliated person), any person employed by ETM Group, including any person whose employment contract with ETM Group has been terminated for whatever reason less than one year before such solicitation, without the prior written consent of the Service Provider, failing which the Client and the Shareholder, as joint and several debtors, forfeit a penalty per employee to ETM Group equal to EUR 100.000,00 (hundred thousand euros).

#### 12. Severability

If any provision arising from these General Terms and Conditions proves to be invalid or unenforceable and/or is declared invalid or unenforceable by a court decision or a decision of an administrative body, the other provisions of these General Terms and Conditions shall remain in full force.

#### 13. Keeping business records

- 13.1. ETM Group shall destroy all business data kept in its files upon elapse of the legal period in which such files and records are to be kept, unless ETM Group has sufficient reasons and/or a legal obligation to keep the records longer in its files.

- 13.2. Upon destruction of the business data, ETM is allowed to charge a disposal fee.

- 13.3. Upon request of the Client, ETM is able to keep the business records upon elapse of the legal period in archive against a fixed archive fee.

#### 14. Use of Data and Personal Data Protection

- 14.1. The Client, Shareholder and ETM undertake and warrant that they will comply with applicable personal data protection law, including and more specifically with the General Data Protection Regulation (GDPR) and its national implementing legislation. Any personal data processed by ETM is subject to our Privacy Policy (available at <http://www.etm2004.com/>), which governs our collection and processing of personal data.

- 14.2. The Client and the Shareholder acknowledge that ETM will be entitled to process personal data of directors, officers and employees of the Client, its affiliates and to the extent applicable, of its customers (the "Data Subjects"), as well as the information included in the Client Due Diligence file (the "Data"), including but not limited to transmission of the Data to, from and within the ETM Group worldwide and to, from and within sub-contractors engaged by ETM to perform part or all of the Services on behalf of ETM thereby allowing worldwide access to the Data to designated staff members of the ETM Group and/or to subcontractors with a legitimate interest to process and transfer such personal data.

- 14.3. The Data may be obtained either from the Client, the Shareholder or from other

(public) sources, whether or not prior, on or after the date of establishing a relationship with the Client. More detailed information regarding personal data collection, processing, as well as compliance with data subject's requests by ETM can be found in ETM's privacy policy available at <http://www.etm2004.com/>.

- 14.4. The Data will be used only for the purposes of communication with the Client and the Shareholder, management of the relationship with the Client, performance of the Services and conducting compliance procedures imposed on ETM by Dutch law.
- 14.5. The Data will not be sold or licensed to third parties.
- 14.6. The Client and Shareholder acknowledge that ETM will be entitled to engage third parties (processors) to process the Data.
- 14.7. The Client confirms its understanding of the processing of Data and, as far as required hereby, unambiguously grants consent to the processing of the Data as set out above. The Client represents and warrants that the consent of the Data Subject for such processing has been obtained in so far as necessary.

#### 15. Amendment and additions to the Terms

ETM has the right to unilaterally amend these General Terms and Conditions. The amended General Terms and Conditions will become effective and take precedent over all other previously notified general terms and conditions within 1 (month) after notification of such amendments is given by ETM to the relevant parties.

#### 16. Governing Law and Forum

- 16.1. The legal relationship between the Client, the Shareholder and the ETM Group is governed exclusively by the laws, rules and regulations of the Netherlands.
- 16.2. Any and all disputes arising between the Client, Shareholder and ETM shall be subject to exclusive jurisdiction of the District Court in Amsterdam, without prejudice to the right of appeal and appeal before the Supreme Court, save that ETM Group may always elect to institute proceedings against the Client and/or the Shareholder elsewhere.