

## GENERAL TERMS AND CONDITIONS BRICK BUSINESS SERVICES B.V.

**Brick Business Services B.V.** is a private company with limited liability established under the laws of the Netherlands and with its registered seat in Heemskerk whose object is to provide administrative, financial, legal and tax services as well as transaction support services in a broad sense.

Brick Business Services B.V. is hereinafter referred to as: "**BBS**".

These General Terms and Conditions apply to the (legal) relationship which includes all (oral) offers / Engagement Letters / proposals made / all agreements and / or engagements concluded (the "**Engagement**") by BBS with another party (the "**Client**") (and / or the wholly owned direct and / or indirect subsidiaries of the Client) pursuant to which BBS will perform, as the case may be, among others, administrative, financial, transaction support, tax and consultancy services (the "**Services**").

These General Terms and Conditions may also be invoked by those individual persons and legal entities associated with BBS, whether directly or indirectly, that are involved in any way in the Services provided by or on behalf BBS, following the Engagement.

BBS shall have the right to amend these General Terms and Conditions. The amended General Terms and Conditions shall apply to all new contracts for services and to all current agreements. Unless agreed otherwise in writing, the content of each below article applies.

### 1. Engagement

- 1.1. The Engagement shall qualify as an assignment (in Dutch: "*opdracht*") within the meaning of section 7:400 of the Dutch Civil Code (in Dutch: "*Burgerlijk Wetboek*"). Article 7:404 of the Dutch Civil Code (which contains arrangements for situations in which an Engagement is to be carried out by a specific person) and article 7:407, paragraph 2 (which establishes joint and several liability in situations where an Engagement is awarded to two (2) or more persons), of the Dutch Civil Code are not applicable. BBS is to be regarded as the sole contractor in dealings with the Client.
- 1.2. BBS shall provide or otherwise make available the Services to the best of its knowledge and abilities. This will be a best efforts obligation (in Dutch: "*inspanningsverbintenis*") and shall not constitute an obligation to perform or a guarantee commitment (in Dutch: "*resultaatverbintenis*"). BBS can and will not guarantee any result and no deadlines (in Dutch: "*fatale termijn*") apply for the Services / Engagement in terms of article 6:83 paragraph (a) of the Dutch Civil Code.
- 1.3. BBS shall at all times be entitled to designate employees / persons that will perform specific services, even if the Services were requested with the intention that they be carried out by a specific person / employee. The Client can in no event demand performance of the Services from any party other than BBS.
- 1.4. BBS determines the manner in which the Engagement given will be carried out.

### 2. Limitation of liability, limitation periods, duty to complain

- 2.1. Any liability on the part of BBS is limited to the amount which is paid out under the professional liability insurance(s) policy of BBS in the matter concerned, plus the amount of the deductible (excess) that is not payable by the insurers under the terms and conditions of said professional liability insurance(s) policy. The terms of the professional liability insurance policy is available for inspection on request, free of charge.
- 2.2. The professional liability insurance(s) policy of BBS provides coverage for claims that are submitted and / or are legally brought into a proceeding in the Netherlands, in connection with insured activities that have been or are performed from the Dutch office of the insured and for the client located within the Netherlands. In no event there is any coverage for claims submitted under the law of the United States of America and / or Canada, as well for claims that are judged, arranged or settled there by or under any judicial, arbitral or intermediary body.
- 2.3. All (alleged) (possible) rights, claims and other powers (the "**Claims**") which the Client may have for whatever reason vis-à-vis BBS in relation to (the performance of) the Engagement by BBS are subject to a limitation period (in Dutch: "*vervaltermijn*"): Claims will in any event lapse six (6) months after the date on which the Client became aware, or could reasonably have been aware of the existence of such Claims. In any event (including the aforementioned situation), possible Claims against BBS will lapse one (1) year after the

performance of the Engagement / (specific) Services by BBS, which (also) means that within one (1) year after performance of the Engagement / (specific) Services by BBS the Client is held to formally enact a procedure against BBS.

- 2.4. Claims and complaints must be substantiated and submitted to BBS in writing by means of a default notice (in Dutch: "ingebrekestelling") to BBS.
- 2.5. If and insofar as no payment is made under the professional liability insurance policy for reasons that are not related to the specific circumstances of the claim under consideration at that time, the joint liability of BBS, its board members, shareholders, directors of its shareholders and the persons who work or have worked for BBS or engaged by BBS is limited in its entirety to an amount not exceeding the fee - invoiced in the twelve (12) month period immediately preceding the enforcement date of Claims - for the work to which the loss-causing occurrence is related or with which it is connected.
- 2.6. BBS (its board members, (directors of its) shareholders, and the employees / persons who work or have worked for BBS or has / have been / are engaged by BBS) shall in no event be liable towards the Client:
  - a. for damages resulting from any act or omission which was BBS's potential or predictable response to any request received from or on behalf of the Client;
  - b. for damages which do not directly result from any act or omission of any of BBS's executive officials (in Dutch: "leidinggevende ondergeschikten");
  - c. BBS is not liable for any consequential, indirect loss, fines, damages and/or loss of profit;
  - d. in case the Client itself did not or does not comply with any of the provisions of the Engagement letter and these General Terms and Conditions.
- 2.7 The Client and / or the Client's group companies as the case may be will exercise any rights of action or recourse exclusively against BBS only (and not f.e. against its board members, (directors of its) shareholders, or the employees / persons who work or have worked for or engaged by BBS).

### 3. Third party contractors

- 3.1. BBS is allowed to engage third party contractors if required to perform the Services / its duties under the Engagement. Insofar as possible / deemed required by the sole discretion of BBS, BBS will consult the Client beforehand. BBS will observe due care when selecting third party contractors.
- 3.2. BBS is not liable for the errors or shortcomings of any third party in the performance of its services.
- 3.3. A limitation of liability stipulated by a third party may be accepted by BBS on behalf of the Client.

### 4. Obligations of the Client

- 4.1. The Client is obliged to pay a fee for the Services performed in relation to the Engagement as set out in the Engagement / these General Terms and Conditions.
- 4.2. If an Engagement requires the cooperation of the Client, the Client will supply all information and documents that BBS requires for the proper and timely execution of the Engagement in good time and, where applicable, in the form and manner stipulated by BBS.
- 4.3. BBS will perform the Engagement on the basis of the information provided to it under the terms of the Engagement, including any meetings that BBS holds with the Client or holds with third parties and / or other advisors at the request of the Client. The Client undertakes to ensure that the information provided by the Client or such third parties and / or other advisors is correct and complete.
- 4.4. Any costs, loss and / or damage caused by a delay in the execution of the Engagement resulting from failure to provide the requested information, or from failure to provide such information on time or in the proper form, will be for the account and risk of the Client. The Client bears the risk for any items it has provided to BBS. The Client must make sure that an insurance covers risk of damage, loss, absence or theft of the items.

### 5. Indemnification

- 5.1. Save for the event of wilful intent or gross negligence on the part of BBS, the Client indemnifies BBS from and against any claims, rights and / or causes of action of a third party against BBS that directly or indirectly arise from or are connected with the Engagement, activities or Services performed or to be performed by BBS for the Client, such inclusive of loss, damage, costs and expenses suffered or incurred by BBS in connection with any such claim, right or cause of action.

### 6. Calculation of fees

- 6.1. Unless agreed otherwise, the fee payable by the client to BBS will be calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates as determined by BBS from time to time.
- 6.2. If the hourly rates are subject to change between the start date and the completion date of the engagement, BBS may adjust the agreed hourly rates accordingly.
- 6.3. Any disbursements paid on behalf of the client by BBS are payable by the client. Travel and accommodation expenses endured are payable by the Client and are considered a disbursement paid on behalf of the Client.
- 6.4. A fixed percentage of the fee, as applicable from time to time, is payable by the client for general office costs (such as postage, telephone, fax and photocopying costs).
- 6.5. All amounts payable are increased by the amount of VAT owing at the rate as applicable from time to time.
- 6.6. A success fee can be part of the Engagement. Such success fee may entail a fixed amount and / or (graduated) percentage over realised value and / or value of (a) (certain) transaction (which latter value consists - unless agreed otherwise - of the accrued value of all payments and securities, proprietary rights and items which will be received or paid in the scope of such transaction by the Client including (super) dividend paid out after conclusion of the Engagement).
- 6.7. The success fee is payable by the Client after closing of a transaction or finalization of the / certain Services. The agreed success fee is also owed after achieving partial performance or transaction, if applicable in proportion to this partial result, depending on the manner in which the success fee is formulated, in which case the Engagement continues until a further performance or transaction has been achieved. In addition, should the Client in due course decide to alter any of the Services which are or that is connected to a success fee, such success fee is payable as if the original Services were performed to the full satisfaction of the Client. This article also applies in the event of termination of the Engagement under paragraph 13 of these General Terms and Conditions in which case a success fee is immediately payable as if the Services were performed to the full satisfaction of the Client.

## 7. Invoicing

- 7.1. Save for a success fee invoice, BBS will, by email, send monthly invoices for the Services performed to the Client unless circumstances require or allow a different billing frequency. A success fee shall be invoiced when payable as set out in paragraph 6 of these General Terms and Conditions.
- 7.2. Invoices from BBS must have been paid and the invoiced amount must have appeared into the bank account stipulated on the invoice no later than fifteen (15) days after the invoice date. The period for payment is a strict deadline (in Dutch: "*fatale termijn*") in terms of article 6:83 paragraph (a) of the Dutch Civil Code. Therefore, should payment not have been made in time and / or in full, the Client shall consequently be in default (in Dutch: "*verzuim*"), without any notification of default being required, irrespective of whether the exceeding of such payment date is attributable to Client or not. Notwithstanding BBS's other rights and remedies, BBS shall then be entitled to charge interest on the outstanding amount of 1% per month (whereby part of a month is calculated as an entire month), chargeable from the due date in question.
- 7.3. If the billing details change, the Client will timely - within forty-eight (48) hours - inform BBS of the new details and email address.
- 7.4. The Client will provide BBS in advance with any internal references to be stated on the invoices.
- 7.5. In case the Client has requested to invoice any other party than itself, the Client remains (jointly and severally) liable for payment of the invoice(s).
- 7.6. BBS is entitled to postpone (in Dutch: "*opschortingsbevoegdheid*") Services until the Client has paid all outstanding invoices.
- 7.7. BBS may at any time set off its obligations towards Client, in whatever currency and whether or not due and payable, against any claims which it may have against the Client, in whatever currency and whether or not due and payable.
- 7.8. Complaints about or objections to any amounts charged by BBS do not suspend the Client's obligation to pay.
- 7.9. The Client does not in any event have the right to set off (in Dutch: "*verrekenen*").
- 7.10. A payment received from the Client by BBS shall serve to settle firstly interest and (if applicable) costs and secondly (an) outstanding invoice(s) (in chronological order from oldest to newest), even if the Client states otherwise in this respect.
- 7.11. All extrajudicial and judicial costs incurred by BBS by virtue of a dispute with the Client, both as plaintiff and as defendant, shall be for account of Client. The extrajudicial collection costs shall be established at 15% of the outstanding amount with a minimum of EUR 250.- per case and the judicial collection costs shall be

established at the actual amount paid by BBS for the legal proceedings, even if this exceeds the liquidated costs of the proceedings.

## **8. Confidentiality**

- 8.1. BBS will treat all Client information as strictly confidential and will not disclose such information unless required by law or a court order. BBS may share confidential information with any of its staff working on an engagement for the Client or with any of its affiliates or advisors on a need-to-know basis and only to the extent that the recipient of the information owes a duty of confidentiality (professional, contractual or otherwise) to BBS.

## **9. Record retention**

- 9.1. Insofar legally required BBS will retain (copies of) Clients' files for at least seven (7) years after a matter is closed. BBS may destroy such files after seven (7) years, unless Dutch law states and/or the Client instructs otherwise.
- 9.2. A copy of specific information included in the working files of BBS will be supplied to the Client on request following the completion of the Engagement. BBS will keep its own working files (including electronic working files) on the engagement, containing documents (photocopies and/or originals) that are relevant in the opinion of BBS, which working files will remain the property of BBS.
- 9.3. BBS will comply with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council. Details are available upon request, free of charge.

## **10. Intellectual property**

- 10.1. BBS reserves all intellectual property (the "IP") that BBS uses or has used and / or develops or has developed in the context of executing the Engagement (including documents, models offers, proposals, calculations, designs, descriptions, drawings, sketches, schedules, data (collections) etc.) for the Client and in respect of which BBS holds or may exercise copyrights or other intellectual property rights. IP may not be shared with third parties without the prior written consent of BBS.

## **11. Client identification and EU General Data Protection Regulation 2016/679**

- 11.1. At the first request of BBS, the Client will provide all information and documentation required for BBS to comply with possible obligations under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (in Dutch: "Wet ter voorkoming van witwassen en financieren van terrorisme").
- 11.2. Any personal data collected by BBS will be handled in accordance with the EU General Data Protection Regulation 2016/679. Details are available upon request, free of charge.

## **12. Conflict of interests**

- 12.1. In view of the nature and scope of the services to be performed, employees of BBS who have not performed services for the client may perform services for a third party (including possibly a counterparty) even where this may involve a conflict of interests between the client and that third party, on the understanding that BBS will not act on behalf of a third party against the client in any matter in respect of which BBS is currently performing services for the client or has done so in the past.

## **13. Termination / dissolution of Engagement**

- 13.1. The Engagement between the Client and BBS is entered into for an indefinite period of time and may be terminated by the Client by written notice only given with due observance of a reasonable term of notice of not less than thirty (30) business days. Business day means any day other than Saturday, Sunday and any day which is a legal holiday in the Netherlands.
- 13.2. BBS may terminate an engagement with immediate effect, without legal intervention and without notification of default being if (i) BBS is unable to obtain clear instructions on how it should proceed, (ii) the invoices from BBS are not paid when due, (iii) the Client wants BBS to act in a way which is contrary to its professional duties, (iv) BBS determines, at its reasonable discretion, that it would be illegal, unethical or impractical to continue an engagement, (v) the continuation of an Engagement would unreasonably burden or affect any of the parties involved, or (vi) if the Client fails to observe its obligations connected to the Engagement or referred to in these General Terms and Conditions, or does not observe them on time or does not observe them adequately.

- 13.3. Without prejudice to the other provisions in these General Terms and Conditions, the Engagement will be immediately terminated / dissolved, without legal intervention and without any notification of default being required, as soon as the Client is declared bankrupt, has filed for provisional moratorium of payments, is placed under guardianship or otherwise loses the power to dispose over its assets or a part thereof, unless the receiver or the administrator recognizes the obligations arising from the Engagement as estate debt and provides security for them being met. The Client is liable for all damages which BBS suffers or will suffer.
- 13.4. Upon termination of an engagement, all unpaid fees, disbursements and expenses will become due and payable immediately. BBS will be entitled to retain the Client's files until the fees, disbursements and expenses of BBS have been paid.

#### **14. Amendment of these General Terms and Conditions**

- 14.1. BBS may amend its general terms and conditions. The Client will be notified in writing of any such amendments.
- 14.2. If the Client fails to make any objections known within ten (10) business days after receipt of such notification, the amended General Terms and Conditions will be deemed to apply to all current and future engagements. Business day means any day other than Saturday, Sunday and any day which is a legal holiday in the Netherlands.

#### **15. Force Majeure**

- 15.1. Force majeure shall mean any circumstance outside the will and control of BBS, whether or not foreseeable at the time of entering into the Engagement, as a result of which BBS can reasonably no longer be held to fulfil its obligations towards the Client, such as war, governmental measures, transport disruptions of any nature whatsoever, strikes, trade prohibitions, lockout or lack of personnel, quarantine, epidemics, hold-ups due to frost, default of suppliers or of third parties engaged by BBS for the performance of the Engagement, late delivery by the Client of data / documents etc.
- 15.2. In the event of force majeure, BBS shall not be obliged to fulfil its contractual obligations. In such case, BBS is entitled to perform within a reasonable period or to terminate the agreement in whole or in part, without being liable to pay damages. The Client is in the event of force majeure entitled to terminate the agreement, after the Client - by default letter as set out in these General Terms and Conditions - has granted BBS a period of three (3) months to perform.

#### **16. Miscellaneous**

- 16.1. If these General Terms and Conditions and the written Engagement contain conflicting conditions, the conditions of the written Engagement will prevail. Deviations from these General Terms and Conditions may be agreed only in the writing.

#### **17. Governing law and jurisdiction**

- 17.1. The (legal) relationship between the Client and BBS is governed by the laws of the Netherlands.
- 17.2. Any dispute between the Client and BBS must be brought before the Court of Amsterdam that has exclusive jurisdiction.

**General Terms as per July 1, 2020**