

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY BLATTER LEGAL & MANAGEMENT SERVICES B.V., WITH ITS OFFICE AT PROVINCIALEWEG 80A, 5503 HJ VELDHoven, REGISTERED WITH THE TRADE REGISTER OF THE CHAMBER OF COMMERCE UNDER NUMBER 17212513

Article 1 Applicability

1.1 In these general terms and conditions 'blatter' means Blatter Legal & Management Services B.V., being the user of these general terms and conditions, and 'Client' means blatter's counterparty.

1.2 These general terms and conditions are applicable to all services be provided by blatter and form an inseparable part of all agreements concluded between blatter and a Client. The general terms and conditions of Client, if any, are hereby excluded from all agreements concluded between blatter and Client.

1.3 These general terms and conditions are also applicable to assignments for the execution of which blatter has to involve third parties.

1.4 Deviations of these general terms and conditions are only valid if explicitly agreed upon in writing between blatter and a Client.

Article 2 Constitution, term and termination agreement

2.1 The agreement is constituted by the written or oral acceptance of the assignment by Client and shall be valid for the duration of the assignment.

2.2 Unless otherwise agreed, blatter and the Customer may terminate the agreement at any time, whereby the Customer is obliged to reimburse blatter for the services provided and costs incurred by blatter prior to termination.

Article 3 Execution of the agreement and liability

3.1 blatter shall exert itself to execute the agreement with Client with due diligence and professionalism.

3.2 If, for whatever reason, blatter is liable, such liability shall at all times be limited to direct damages and a maximum of the amount of the compensation paid for 3 (three) months prior to the event causing the damage, at least that part of the compensation to which the liability relates. The total liability of blatter shall never exceed EUR 50,000 (fifty thousand euros).

3.3 blatter is never liable for indirect damage, including: consequential damage, image damage, loss of profit, missed savings and damage due to business stagnation.

3.4 If third parties are engaged in the performance of services and these third parties wish to limit their liability, Client authorises blatter to accept this limitation on behalf of Client. blatter shall never be liable for third parties involved by it in the execution of assignments.

3.5 Client ensures that all data of which blatter points out to be necessary or of which the Client ought to understand to be necessary for the execution of the agreement shall be provided to blatter in a timely manner.

3.6 Nothing in these general terms and conditions limits the liability of blatter for damage arising from intent or gross negligence on the part of blatter.

Article 4 Compensation

4.1 blatter and Client may agree on a fixed fee for a specific service.

4.2 If no fixed fee has been agreed upon, the compensation will be calculated by multiplying the actual hours spent by blatter by the hourly rate of blatter, applicable during the period in which the services are performed.

4.3 The compensation and any cost estimates are exclusive of VAT and, unless expressly agreed otherwise, exclusive of travel and accommodation expenses.

4.4 The compensation and any expenses related to the performance of the Services will be invoiced every 4 weeks.

4.5 Each calendar year on December 31, the hourly rate is indexed by applying a fixed increase of 5% per year.

Article 5 Payment

5.1 Payment of invoices sent by blatter must be made in euros within 14 (fourteen) days from the invoice. Objections against the amount of the invoices do not suspend the payment obligation.

5.2 If Client fails to make payment on time than Client shall automatically be in default by law. In such event Client shall owe interest charges to blatter of 1% (one percent) per month, unless the statutory interest is higher in which case the statutory interest shall apply. The interest on the amount due shall be calculated as of the moment that Client is in default until the moment of full payment of the respective amount due.

5.3 In the event of Client's liquidation, bankruptcy, seizure of assets or judicial settlement (surseance van betaling) the outstanding amounts due to blatter shall immediately become collectable.

5.4 If Client is in default in respect of one or more of its obligations then all reasonable costs relating to the extrajudicial settlement shall be borne by Client. If Client remains in default with respect to the timely payment of any amount, then Client forfeits an immediately collectable penalty of 15% (fifteen percent) over the respective amount(s) due to BL, but at least EUR 50,- (fifty euro).

5.5 blatter has the right to allocate the payments made by Client, in the first place to reduce the costs, subsequently to reduce the interest due and finally to reduce the principal sum and the accrued interest.

Article 6 Intellectual Property and Copyright

6.1 Without prejudice to the other provisions in these general terms and conditions, blatter reserves all rights and powers conferred on it by the Dutch Copyright Act.

6.2 All documents, such as reports, advices, agreements, designs, sketches, drawings, software etc. provided by blatter to Client may be used by Client only and Client may not reproduce, make public or disclose them to any third party without the prior consent of blatter, except in the event that the nature of such documents dictate otherwise.

6.3 blatter reserves the right to use the knowledge gained during the execution of its services for other purposes but shall in this scope in no event disclose confidential information of Client to third parties.

6.4 Unless otherwise agreed upon, blatter is permitted to use the name and logo of Client in presentations, marketing material, customer overviews and via its website. The Client is also permitted to use the name and logo of blatter in the same way, provided that Client always refers to the blatter website (www.blatterlegal.com).

Article 7 Force Majeure

7.1 If the performance by either party of any of its obligations under the agreement is delayed or prevented by circumstances beyond its reasonable control, that party will not be in breach of the agreement because of that delay in performance. The obligations under the agreement then will be suspended until the moment parties are able to perform under the agreement. The foregoing does not apply to the payment obligations of Client. The term 'force majeure' includes in the context of this article, in addition to what is understood in the law and jurisprudence, as all external causes, foreseen or unforeseen, on which parties can not exert influence, but as a result of which blatter is unable to fulfill the obligations under the agreement.

7.2 Force majeure on the part of blatter shall in any case be understood to include: (i) force majeure of suppliers, (ii) the failure to fulfill obligations of suppliers that have been prescribed to blatter by the Client, (iii) defects in goods, equipment, software or materials of third parties used prescribed to blatter by the Client, (iv) government measures, (v) epidemics, (vi) power failure, (vii) failure of internet, data network or telecommunication facilities, (viii) war and (viii) general transport problems.

7.3 However, if the delay in performance continues for more than 30 (thirty) days or if performance becomes impossible at once, parties shall be entitled to terminate the agreement with immediate effect by giving written notice under no obligation of compensation. What already has been performed pursuant to the agreement will be settled proportionally, without the parties otherwise owing each other anything.

Article 8 Confidentiality

8.1 Parties are bound to maintain full confidentiality in respect to each other's confidential information. In the context of this article the term 'confidential information' means: the agreement, its terms and conditions and all information and know-how (including but not limited to formulations, designs and other intellectual property rights) provided by a party to the other party, in whatever form or of which a party has knowledge of in connection with the execution of the agreement and all data derived directly or indirectly from such information.

8.2 Parties will only use each other's confidential information for the execution and realization of the

agreement and will ensure that the duty of confidentiality pursuant to this article will be imposed or complied with by all persons in their company or affiliated company and who in any way have access to, or have knowledge of, the confidential information of the other party.

8.3 If a statutory provision or court order forces ;blatter to disclose confidential information of the Client to a third party appointed by law or by the court and ;blatter can not invoke a statutory right to refuse this, ;blatter is not obliged to pay compensation or remuneration to the Client and in that case Client is not entitled to demand dissolution of the agreement of the agreement on the basis of any damage resulting therefrom.

Article 9 Personal data, Privacy and Data, Digital Services

9.1 Under the agreement the parties will at all times comply with their obligations under Dutch law with regard to the protection of (personal) data and any other relevant (national, European and international) legislation in the area of data protection. If applicable, further agreements regarding the processing of personal data within the framework of the agreement will be laid down in the agreement or a separate data processing agreement.

9.2 ;blatter may utilize digital or other services, whether or not offered by third parties which include, amongst others, telecommunication services, software programs,

applications to transmit, share or store data digitally or in a cloud or otherwise, internet, e-discovery, automated due diligence or other applications which allow data to be processed, searched, analysed, translated (including with the use of artificial intelligence). As a result, data could be processed on servers or a cloud controlled by third parties. We will exercise due care in our selection of these third parties and such digital services. We are not liable for any acts and/or omissions of these parties (including their insolvency or default) and for any damage or loss ensuing from the use, unavailability, loss or restricted use of such digital services. We also exclude any liability resulting directly or indirectly from (a) any restriction or loss of the ability to use, operate or access computers, the network or the data or (b) any data breach, whether or not as a result from a data leak or a cyberattack. All if and to the extent allowed under applicable laws and regulations.

Article 10 Applicable law and dispute

10.1 All agreements and legal actions between Client and ;blatter shall exclusively be governed by Dutch law. All disputes between parties shall be settled by the relevant courts of Rechtbank Oost-Brabant, the Netherlands.

10.2 Before submitting any disputes to the competent court the parties shall use their best efforts to settle such disputes in an amicable manner.