

**33Equity BV**  
**General Terms and Conditions**  
*Version of 1 April 2021*

**General**

1. 33Equity B.V. ("**33Equity**") is a private limited liability company incorporated under the laws of the Netherlands, having its registered office address at Apollolaan 151, (1077 AR) Amsterdam and registered with the Dutch Trade Register under number 78147441.
2. These are the General Terms and Conditions as amended from time to time ("**Terms and Conditions**") on the basis of which 33Equity accepts instructions and provides its Services to you ("**you**"). Unless explicitly stated otherwise, capitalized terms used in these Terms and Conditions will have the same meaning as set out in the engagement letter ("**Engagement Letter**") signed by you through which you have instructed 33Equity to provide the Services listed therein. By signing an Engagement Letter, you will enter into a services agreement with 33Equity, and these Terms and Conditions will form part of your legal relationship with 33Equity.
3. By instructing 33Equity in whatever form, including but not limited to, the signing of an Engagement Letter, you agree to be bound by the Terms and Conditions.
4. The Engagement Letter will set out the Services which 33Equity will provide for you as part of its mandate. In mutual agreement with you, the list of Services can at all times be amended. You understand and agree that these Services define the scope of the mandate and that 33Equity will not be obliged to perform any Services which are not enumerated in the Engagement Letter and are therefore considered 'out of scope'. Examples of such 'out of scope' services include, but are not limited to, any tax and legal advice with respect to the Transaction for which 33Equity has been engaged.
5. All Services are provided by 33Equity and 33Equity shall operate as your sole contracting party and not the persons or legal entities associated with 33Equity, even if it is your intention that an assignment is carried out by a specific person associated with 33Equity. The persons and legal entities associated with 33Equity are not personally bound vis a vis you and they are not personally liable. Articles 7:404 and 7:404 sub 2 of the Dutch Civil Code are excluded.
6. These General Terms and Conditions may also be invoked by persons and legal entities directly or indirectly associated with or engaged by 33Equity.

**Intellectual Property Rights**

7. All titles, interests and rights to any documents, information and data or any other materials developed or created by 33Equity in connection with the Services, shall belong to and vest in 33Equity immediately on creation, and these may not be used by you without 33Equity's involvement or outside de scope of the Engagement Letter.

**Liability**

8. All of the Services listed in the Engagement Letter will be performed by 33Equity on a 'best efforts' basis. 33Equity does not guarantee that its efforts will culminate into a successful completion of the Transaction for which it has been engaged.

9. You agree that 33Equity will carry no liability for any financial projections and valuations created by it and that these are merely deemed to be indications.
10. 33Equity cannot be held liable for any breach of its obligations under this Engagement Letter, insofar this breach results from incomplete or inaccurate information provided to it by you either verbally or in writing.
11. In case of a breach of its obligations, any claim for payment by you against 33Equity, regardless of the legal basis of such claim (whether based on article 6:74 DCC, 3:296 DCC or any other basis) will be capped at the amount received from you (the fee) in consideration for our Services.
12. 33Equity cannot be held liable for any third-party claims which are in any way related to the Services provided to you.
13. In case of a breach of its obligations, any claim for payment by you against 33Equity must be served in writing to 33Equity ultimately one month from the day on which 33Equity's engagement has ended. If you fail to serve written notice of the claim against 33Equity within this one-month term, you shall be deemed to have waived your right to bring such claim.

#### **Confidentiality**

14. 33Equity will at all times adhere to strict norms of professional confidentiality. We do not disclose any information related to you without your consent, unless we are required by law.
15. We have put in place appropriate measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed.

#### **Miscellaneous**

16. An amendment of or supplement to the letter of engagement shall only be valid if it is in writing and duly signed by or on behalf of both you and 33Equity
17. If any provision or portion of a provision of the Engagement Letter, including these General Terms and Conditions, are for any reason or to any extent, invalid or unenforceable, (i) such invalidity or unenforceability shall not affect or render invalid or unenforceable the other provisions or portions of provisions thereof, and (ii) 33Equity and you shall, insofar necessary, negotiate in good faith to agree on changes or amendments to the Engagement Letter which may be required to carry out the intention and accomplish the original purpose of the relevant provisions of the Engagement Letter.
18. The Engagement Letter may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall, when taken together, constitute one and the same instrument.
19. The Engagement Letter constitutes the entire agreement between the parties thereto in relation to its subject matter and replaces and revokes all prior agreements, undertakings, arrangements, understandings or statements of any nature made by us or any of us whether oral or written with respect to such subject matter.