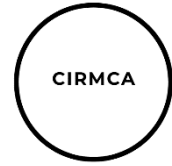


Terms and Conditions for Advice and Consulting Services



Version February 2024

These terms and conditions ("Agreement") govern the provision of advice and consulting services (the "Services") by CIRMCA, a sole proprietorship registered in the Netherlands, Chamber of Commerce number: 65666925 ("Consultant"), to the client ("Client") engaging the Services.

1. Scope of Services

1.1 The Consultant agrees to provide the Services as described in the proposal or engagement letter provided to the Client.

1.2 The Services may include advice, recommendations, strategic planning, analysis, and other related activities, as agreed upon by both parties.

2. Obligations of the Consultant

2.1 The Consultant will perform the Services with reasonable care, skill, and diligence, applying their professional expertise and experience.

2.2 The Consultant will maintain the confidentiality of all information provided by the Client, except where required by law or authorized by the Client.

2.3 The Consultant will complete the Services within the agreed-upon timeframe, unless otherwise agreed in writing.

3. Obligations of the Client

3.1 The Client will cooperate with the Consultant, providing accurate and complete information necessary for the performance of the Services.

3.2 The Client will pay the Consultant the agreed-upon fees in a timely manner, as outlined in the proposal or engagement letter.

3.3 The Client acknowledges that the Consultant's advice is based on the information provided by the Client, and the Consultant is not responsible for any consequences arising from inaccurate or incomplete information.

4. Fees and Payment Terms

4.1 The Client will pay the Consultant the agreed-upon fees for the Services, as outlined in the proposal or engagement letter.

4.2 Payment terms will be specified in the proposal or engagement letter, and unless otherwise agreed, invoices are due within 14 days of the invoice date.

4.3 Late payments may be subject to interest charges and the Client will be responsible for any reasonable costs incurred by the Consultant in collecting overdue payments.

5. Intellectual Property

5.1 Any intellectual property rights arising from the Services provided by the Consultant will remain the property of the Consultant unless otherwise agreed in writing.

5.2 The Client may use the Consultant's deliverables solely for their internal business purposes and shall not reproduce, distribute, or disclose the deliverables to third parties without the Consultant's prior written consent.

5.3 In the event of a breach of Clause 5.2 by the Client, the Client shall be liable to pay a penalty of € 25.000 to the Consultant, in addition to any other remedies available to the Consultant under applicable law.

6. Limitation of Liability

6.1 The Consultant's liability for any claims arising out of the Services provided will be limited to the fees paid by the Client for those particular Services.

6.2 The Consultant shall not be liable for any indirect, consequential, or incidental damages, including but not limited to loss of profits or business interruption.

7. Termination

7.1 Either party may terminate this Agreement upon written notice if the other party commits a material breach of its obligations under this Agreement.

7.2 In the event of termination, the Client will pay the Consultant for all Services performed up to the termination date.

8. Offers

8.1 Any offers or proposals provided by the Consultant to the Client are valid for a period of 14 days from the date of the offer, unless otherwise specified in writing.

8.2 The Consultant reserves the right to modify or withdraw an offer at any time before it has been accepted by the Client.

8.3 Acceptance of an offer by the Client shall be communicated in writing or by any other mutually agreed-upon method.

8.4 Once an offer has been accepted, it shall constitute a binding agreement between the Consultant and the Client, subject to the terms and conditions outlined in this Agreement.

8.5 In the event of any inconsistencies between an accepted offer and the terms and conditions of this Agreement, the terms of this Agreement shall prevail.

9. Governing Law and Jurisdiction

9.1 This Agreement will be governed by and construed in accordance with the laws of the Netherlands.

9.2 Any disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the courts of the Netherlands.