

## GENERAL TERMS OF SALE OF FITZGERALD INTERNATIONAL B.V.

### Article 1. Definitions

When written in capitals, the terms – singular or plural – in this Agreement as mentioned below have the following meaning:

- a. **General Terms:** the general terms and conditions of Fitzgerald as laid down in this document;
- b. **Fitzgerald:** Fitzgerald International B.V., registered with the Dutch Chamber of Commerce under number 75528940;
- c. **Client:** the client in any Agreement with Fitzgerald;
- d. **Agreement:** the Agreement comprising all individual agreements between Fitzgerald and Client concerning services that Client is to purchase from Fitzgerald, of which these General Terms form an integral part.

### Article 2. General terms

1. These General Terms shall apply to the establishment of, the content of and compliance with current, modified, additional and future legal relationships, and to all relationships between Fitzgerald and Client that stem from these, are related to these or are a consequence of these, as well as to all quotations and/or offers made by Fitzgerald, all in the broadest sense of the word, pertaining to services provided by Fitzgerald.
2. Any stipulations, (oral) agreements, commitments or regulations that are in derogation of these General Terms are only valid if and as long as they have been confirmed explicitly in writing by a Fitzgerald representative who is authorised to do so in accordance with the registration of Fitzgerald in the Trade Register.
3. The applicability of any general conditions that the Client may have is explicitly rejected.
4. If any uncertainty exists concerning the interpretation of one or more stipulations in these General Terms, their interpretation is to take place 'in the spirit' of these stipulations.
5. Should a situation arise between both parties that has not been provided for in these General Terms, this situation shall be assessed 'in the spirit' of these General Terms.
6. If Fitzgerald does not require continuous observance of these terms, this does not imply that its clauses do not or no longer apply, or that Fitzgerald should in any way lose the right to require strict observance of the clauses in these General Terms in any other case.
7. Every Party shall bear the expenses made by them for the negotiations and preparations that have led to reaching the Agreement.

### Article 3. Quotations and offers

1. Quotations and/or offers will be made by Fitzgerald in writing, electronically or orally.

2. All quotations and offers made by Fitzgerald shall be free of obligation at all times and are subject to possible changes; this includes offers that state a deadline for acceptance.
3. No rights may be derived from information promoting the services of Fitzgerald on websites, in folders, newspapers and other (social) media. Information provided in such media is merely intended as an indication and may only be considered correct following written confirmation by Fitzgerald, with the exception of apparent omissions and errors.
4. Quotations and offers shall contain a description of the services, rates and conditions under which said services are to be performed that shall be adequately specified on behalf of the Client.
5. These General Terms shall apply to all offers, which shall be accompanied by a copy thereof. If an offer cannot be simultaneously accompanied by a copy of these General Terms, these shall be sent to the Client as soon as possible.
6. Fitzgerald is not obliged to give effect to their quotations or offers accepted, if the Client could or should have understood that the offer or quotation or part thereof contained obvious errors or typos.
7. Prices and fees charged by Fitzgerald and/or mentioned in quotations, offers, agreements or promotional materials are listed in Euros and exclude VAT and other levies that are (to be) imposed by the government, unless specifically indicated otherwise.
8. If acceptance (whether or not on subordinate points) is in derogation of that which was included in the quotation or offer, then Fitzgerald shall not be bound to that acceptance. The agreement will in such cases not be reached in accordance with the derogation acceptance, unless Fitzgerald indicates otherwise in writing.
9. Acceptance by the Client of an offer made by Fitzgerald, including mention of the applicability of the general terms and conditions of the Client (whether or not excluding the general terms of Fitzgerald), shall not have effect as far as it concerns the applicability of the terms and conditions of the Client and/or exclusion of the terms and conditions of Fitzgerald. The stipulations in Article 2 paragraph 3 shall apply mutatis mutandis.
10. A composite indication of price shall not oblige Fitzgerald to conduct a portion of the agreement at a corresponding part of the specified price.
11. Quotations or offers shall not automatically apply to future orders.
12. At all times, Fitzgerald shall have the right to withdraw offers or quotations within 48 hours of acceptance.

#### **Article 4. Establishment of the Agreement**

1. The Agreement between Fitzgerald and the Client is established by the Client's acceptance of an offer and by acceptance thereof

- by Fitzgerald, or by Fitzgerald's commenced implementation of the Agreement.
2. Fitzgerald shall send a written or electronic confirmation of acceptance to the Client.
  3. Amendments to the Agreement (including derogations of the General Terms) between Fitzgerald and the Client may only be verified if the Client is able to produce written confirmation by Fitzgerald thereof, issued by any person authorised to represent Fitzgerald in accordance with the Trade Register. Derogations of the General Terms, offers, quotations and/or discounts that have been mutually agreed on are not (automatically) valid for future assignments and/or Agreements.
  4. Amendments to the Agreement may lead to Fitzgerald exceeding deadlines that were initially agreed on. In such cases the Client is not entitled to damages or to suspension or termination of the Agreement.

**Article 5. Implementation of the Agreement – in general**

1. The Agreement shall be implemented by Fitzgerald to the best of their ability, in accordance with good professional practice and based on the knowledge available at the time of the Agreement's implementation. Services shall be provided on the basis of an obligation to use best endeavours, never of an obligation of result.
2. In order to implement the Agreement, Fitzgerald retains the right to contract assistance, including subcontractors and third parties.
3. All assignments are exclusively accepted and implemented with exclusion of the effect of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code; this also applies in cases where the assignment is explicitly or implicitly given with a view to its implementation by one particular person.
4. The Client shall ensure that all data required or deemed necessary by Fitzgerald for the implementation of the Agreement, or of whose necessity for the implementation of the Agreement the Client should reasonably be aware, shall be provided to Fitzgerald in due time, in full, and in a manner by which said data are adequately secured.
5. If during the implementation of the Agreement it is deemed necessary to amend or supplement the Agreement to ensure its adequate implementation, both Parties shall in due time and by mutual consultation proceed to amend the Agreement. If the nature, scope and/or content of the Agreement are amended, this may have consequences for other sections of what was originally agreed on. Because of this, fees that the Parties previously agreed on to be paid to Fitzgerald may be reduced or increased. Fitzgerald shall indicate costs thereof in advance as much as possible. Furthermore, by amendments to the Agreement deadlines for implementation may change. The Client shall accept the possibility of an amendment to the Agreement, including changes in fees and deadlines of implementation.

6. If the Agreement is amended – including being supplemented – Fitzgerald is authorised not to commence its implementation, until official consent has been given by any person thus authorised by Fitzgerald and until the Client has accepted the quotation given for its implementation and agreed to other conditions, including the deadline to be set for its implementation. Not or not immediately implementing the amended Agreement does not constitute a default on the part of Fitzgerald nor reason for the Client to terminate or dissolve the Agreement. Without being in default, Fitzgerald may refuse requests for amending the Agreement, if this would have consequences for the quality and/or quantity of services that are to be performed under the Agreement.
7. Unless explicitly agreed on otherwise in writing by both Parties, the Agreement between Fitzgerald and the Client shall be entered into for the duration laid down in the Agreement.
8. If a period of time for the delivery of goods or services have been mentioned and/or agreed upon, this shall never constitute a final deadline for Fitzgerald, unless explicitly agreed upon otherwise. If a stipulated deadline has been exceeded, Fitzgerald needs to be given the opportunity to remedy the delivery within a reasonable period.
9. The Client is not authorised to dissolve the Agreement once the stipulated deadline for delivery has been exceeded, before they have given Fitzgerald, having failed to deliver before that deadline, the opportunity to remedy the delivery within a reasonable period in writing (this does not include e-mails), and delivery did not take place within this period either.
10. The Client remains responsible and liable for decisions taken by them that may influence services provided and subsequent results.

#### **Article 6. Prices, payment and costs of debt collection**

1. If Fitzgerald and the Client agree to set a fixed price, Fitzgerald shall still retain the right to increase this price at all times. In that case, the Client is not authorised to dissolve the Agreement for this reason, if the price increase is caused by a legal right or obligation based on the law or regulations, or if it is based on price-determining factors that have arisen after the Agreement was made and before its termination.
2. Fitzgerald retains the unilateral right to adjust prices and rates reasonably at the beginning of each calendar year. Furthermore, in the case of a modification of price-determining factors, such as labour costs, and of service fees, taxes and social security contributions established by the government, Fitzgerald is authorised to an immediate and proportional adjustment of prices and rates charged.
3. If the price increase is more than 10%, caused by something else than an amendment of the Agreement, and takes place within 3 months after the signing of the agreement, then it is only the Client who can claim

Article 5 Paragraph 3 Book 6 of the Dutch Civil Code that has the right to terminate the Agreement with a written statement (this does not include e-mails), unless Fitzgerald is willing to implement the Agreement on the basis of that which was agreed upon originally, or if the price increase is the result of Fitzgerald's legal right or legal obligation.

4. Payment is to be performed within 30 days following the date on the invoice.
5. If the Client fails to pay an invoice in time, they shall ipso jure be in default. The Client from that date shall owe the statutory interest rate for commercial transactions (Article 6:119a of the Dutch Civil Code). The interest shall be calculated from the time that Client defaulted until the moment of payment of the amount owed in full.
6. Fitzgerald is authorised to use the payments made by the Client, firstly for settling expenses, next for settling the interest that is due, and finally for settling the capital sum and current interest.
7. Fitzgerald is entitled to refuse an offer of payment without being in default, if the Client proposes to allocate the money in a different order. Fitzgerald is authorised to refuse payment of the capital sum in full, if said payment does not include the interest due, the current interest and the costs of debt collection.
8. The Client shall never be entitled to settle amounts owed to Fitzgerald.
9. The Client shall never be entitled to suspend their obligations.
10. Objections to the amount stated on the invoice do not suspend the obligation of the Client to pay. If the Client cannot appeal to section 6.5.3 (Articles 231 through 247 of book 6 of the Dutch Civil Code), they are not entitled to suspend the payment of an invoice for any other reason.
11. The Client shall be liable for all costs actually incurred by Fitzgerald (legally and extrajudicially) that are related to debt collection for their claims towards the Client. The Client shall also owe interest over the costs of the debt collection.
12. All that is owed by Client to Fitzgerald shall be due immediately, if a payment date is exceeded, the Client has been declared insolvent (or any foreign equivalent), the Client asks for suspension of payments (or any foreign equivalent), the Client's assets or claims are seized, the Client's business is dissolved or liquidated or if the Client discontinues their business.
13. Regardless the conditions for payment agreed upon, the Client is obliged to provide sufficient security for payment at the request of Fitzgerald. If the Client does not comply with this request before the deadline, they shall immediately be in default. In that case, Fitzgerald has the right to dissolve the Agreement and to reclaim damages incurred from the Client.
14. If the Agreement concerns services for events, Fitzgerald in case of cancellation will charge the following cancellation fees to the Client:

- until two weeks before the event: 100% of the total sum quoted;
- two to six weeks before the event: 50% of the total sum quoted;
- six weeks or longer before the event: 25% of the total sum quoted.

**Article 7. Start, duration and termination of the Agreement**

1. The Agreement shall enter into force and be terminated on the day stated in the Agreement.
2. Fitzgerald retains the right to terminate the Agreement immediately, without further notification of default, judicial intervention and without being bound to pay any compensation, if (or any foreign equivalent):
  - a. the Client has been granted suspension of payments ;
  - b. the Client has been declared insolvent;
  - c. this is the result from a statutory regulation or an injunction;
  - d. the Client discontinues their business or the Client's business is dissolved or liquidated;
  - e. a substantial part of the Client's assets or claims (50% or more) are seized under a warrant;
  - f. the Client acts in breach of these General Terms and/or fails to meet other obligations under these General Terms, whereby this default on the part of the Client justifies the measures taken by Fitzgerald.
3. Obligations that given their nature are intended to be continued after termination of the Agreement shall continue to exist after its termination.

**Article 8. ICT**

1. If the Client provides Fitzgerald with information carriers, electronic files or software etc., they guarantee that these are free of viruses and defects.
2. If the Client requests Fitzgerald to make use of certain equipment and/or software, this shall be done exclusively for the expense and risk of the Client.
3. The Client shall protect his systems and infrastructures adequately and shall have up-to-date anti-virus software in operation at all times.
4. Access or identification codes provided by or on behalf of Fitzgerald to the Client are confidential and are to be treated as such by the Client. The Client is only allowed to share these access and identification codes with persons authorised to use them within their own organisation. Fitzgerald Works with password managers.

**Article 9. Changes and amendments of General Terms**

1. Fitzgerald retains the unilateral right to change or amend these General Terms. Following amendment, Fitzgerald shall provide the Client with a copy of the amended General Terms, stating the date on which these shall take effect.

2. If a non-minor change or amendment is unacceptable to the Client, they have the right to terminate the Agreement, with effect from the day on which the non-minor change or amendment enters into force. The Client may only give notice of termination in writing (not email).

**Article 10. Force majeure**

1. In the event of force majeure, both of a lasting and of a temporary nature, Fitzgerald shall be entitled, at their own discretion, to dissolve the Agreement completely or partially or to suspend their obligation under the Agreement temporarily without the Client having the right to make claims to compliance, damages and/or termination of the Agreement.
2. For the purpose of this Agreement, the term "force majeure" is defined for both Parties – in addition to the stipulations laid down in legislation and legal precedents – as those situations, whether anticipated or not, that are beyond the control or influence of Fitzgerald and due to which Fitzgerald can no longer fulfil their obligations. The abovementioned circumstances entail, but are not restricted to: strikes or stoppages within the businesses of Fitzgerald, the Client or third parties on who Fitzgerald is dependent for the implementation of the Agreement in any way; threats of war, war, riots, molestations, boycotts, epidemics, pandemics, disruptions or restrictions in traffic or transport, restrictive governmental measures, scarcity of resources, untimely delivery of resources or other necessary materials or failure to deliver these, insolvency or suspension of payment to one or more suppliers or contracted third parties, natural disasters, weather conditions that impede activities necessary for the adequate implementation of the Agreement, electricity black-outs, failure of the internet, of the computer network or of telecommunication facilities, and health issues or deaths of key personnel of Fitzgerald (including, but not restricted to, the management of Fitzgerald) that impede activities.
3. Furthermore, Fitzgerald retains the right to invoke force majeure, if the circumstance preventing (further) implementation of the Agreement arises after Fitzgerald should have performed its obligations.

**Article 11. Lien**

If Fitzgerald has goods of the Client in their possession, Fitzgerald is authorised to retain possession of these goods until all outstanding claims of Fitzgerald to the Client at that time have been satisfied; these claims include, but are not restricted to claims incurred legally.

**Article 12. Liability**

1. Any liability of Fitzgerald shall be restricted to an amount equal to the invoices sent by Fitzgerald to the Client over a period of the last nine months prior to the occurrence.

2. Fitzgerald is liable for personal injuries and property and asset losses insofar as these are the direct result of a material, culpable shortcoming on the part of Fitzgerald, and exclusively insofar as these are directly related with or caused by activities carried out by Fitzgerald. In all events, Fitzgerald shall never be liable for lost savings, decreased goodwill and/or other forms of indirect damage of any kind.
3. Fitzgerald is not liable for damages caused by or following from one or multiple actions by their contractors, subcontractors, contracted third parties or other third parties.
4. At all times, the Client is obliged to notify Fitzgerald of established injuries for which the Client holds Fitzgerald liable, with due motivation and specifications and within 30 days after the Client discovered or reasonably should have discovered said injuries, in forfeiture of the right to hold Fitzgerald liable.
5. Before the Client proceeds to seek compensation from Fitzgerald for damages, the Client must first send Fitzgerald a notice of default and grant Fitzgerald a reasonable period in which to fulfil their obligations, or to remedy and/or repair the adverse effects of their shortcoming and/or wrongful act, in forfeiture of the right to claim damages from Fitzgerald.
6. All limitations or exclusions of liability in the Agreement and these General Terms shall not apply in the event of any damage being the consequence of negligence or intentional recklessness on the part of Fitzgerald or their subordinate(s).
7. Should the Client default on complying with the Agreement, the Client shall be liable for all damages incurred directly or indirectly by Fitzgerald as a consequence thereof, such as (but not restricted to) loss of profit, lost savings and other trading losses.
8. The Client indemnifies Fitzgerald for (possible) claims by third parties relating to the implementation of the Agreement. All costs and damages incurred on the part of Fitzgerald as a consequence shall be carried by the Client in full. This indemnification obligation is not valid in cases where claims of third parties are the consequence of negligence or intentionally recklessness by Fitzgerald or their subordinate(s).
9. The Client indemnifies Fitzgerald and third parties contracted by Fitzgerald for claims of third parties that are not the consequence of a culpable shortcoming on the part of Fitzgerald or of third parties contracted by Fitzgerald.

**Article 13. Intellectual property**

1. Fitzgerald reserves the rights and competences that belong to Fitzgerald based on law and legislation regarding intellectual property rights and that have occurred and/or have been registered as a consequence of services rendered by Fitzgerald to the Client.
2. Fitzgerald has the right to use all knowledge that was increased by implementing the Agreement for other purposes, as long as no



strictly confidential information of the Client is made known to third parties.

3. For the duration of the Agreement, the Client is authorised to exercise intellectual property rights within the scope previously agreed upon. If the Client wishes to exercise intellectual property rights outside said scope, this shall be permitted after both Parties have agreed on an appropriate remuneration for Fitzgerald.
4. The Client guarantees that, if and insofar as materials, documents, images or other data are supplied or made available to Fitzgerald by the Client as part of the Agreement or are used by or on behalf of Fitzgerald at the Client's request, the Client is entitled to do so, that these materials and data do not infringe the rights of third parties and that the Client indemnifies Fitzgerald from claims of third parties in this context.
5. The Client is not allowed to remove or change indications of copyright, brand names or any other indications of intellectual property rights of Fitzgerald. This also applies to notices or indications that certain information is confidential.

#### **Article 14. Marketing and communication**

1. The Client grants Fitzgerald the right to use the trade name(s), registered office, logo(s) and other indications relating to the Client for marketing purposes. The aforementioned indications may be used (but are not restricted to that use) to promote Fitzgerald and as a reference on the website of Fitzgerald.
2. The Client grants Fitzgerald explicit permission to use the name and logo of the Client for promotional purposes, including their mention on the website of Fitzgerald and in presentations for Clients and prospects.
3. Following the signing of the Agreement, Fitzgerald is authorised to issue a press release.

#### **Article 15. Confidentiality**

1. The Client shall observe strict confidentiality concerning all data, information and knowledge of whose confidential nature the Client is aware or was supposed to be aware.
2. The Client guarantees and warrants the fact that their employees shall comply with the same obligation of confidentiality.

#### **Article 16. Data and privacy**

1. Unless agreed upon otherwise in writing with the Client, Fitzgerald, without further restrictions, is entitled to store, process and (re-)use all information obtained by Fitzgerald in the phase preceding the reaching of the Agreement and upon implementation of the Agreement.
2. Insofar as Fitzgerald and the Client share personal data with each other as part of the (possible) establishment of an Agreement or in the implementation of an Agreement, they shall both reasonably comply with relevant requirements laid down in applicable data protection and privacy laws.

3. In view of the nature of the data and the state of the art, the Client shall put in place adequate technical and organisational provisions for the protection of any personal data that the Client receives from Fitzgerald.
4. The Client guarantees that all data provided by them to Fitzgerald have been obtained in a legitimate manner, have been provided to Fitzgerald in a legitimate and safe manner and that these data do not infringe any rights of third parties. The Client grants Fitzgerald indemnity against any claims or actions of public authorities and/or individuals against Fitzgerald that arise from any infringement by the Client and/or their data processor of any rights of third parties or from obligations laid down in applicable data protection and privacy laws.
5. Concerning all (personal) data that Fitzgerald receives from the Client, Fitzgerald shall take all necessary safety measures. They shall observe strict confidentiality, except where disclosure is necessary for the implementation of an agreement or for compliance with legal provisions or court order.

**Article 17. Governing law and disputes**

1. This Agreement, the General Terms and all agreements possibly arising from this Agreement shall be governed solely by the laws of the Netherlands in the broadest sense of the word.
2. All disputes that may arise between the Parties – following the Agreement or any other agreements and activities pertaining to this Agreement, such as, but not being restricted to wrongful acts, undue payments and unjustified enrichments – shall in first instance be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands, unless mandatory rules on jurisdiction stipulate otherwise.
3. Nevertheless, Fitzgerald shall retain the right to submit any dispute as described in Paragraph 2 of this Article to the competent court of their choice.

**Article 18. Other stipulations**

1. Should at any moment article or section of a certain Article in the Agreement and these General Terms be void or become void, completely or partially, this shall not affect the validity of the remaining terms and conditions in this Agreement. The Article or part of the Article that has become void is then to be converted in such a manner that it shall be in line with the manifest intentions of Fitzgerald and in a way ensuring the article is no longer or can no longer be rendered void.
2. In case of differences of interpretation between Dutch and English, Dutch shall at all times prevail for the legal interpretation of the agreements made by the Parties; the Dutch text of these General Terms shall always be leading in their interpretation.
3. For questions and/or remarks, please contact Fitzgerald. Contact information can be found on our website:  
<https://www.fitzgerald.amsterdam>

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