

General Terms and Conditions Version 1 – January 2022

General

1. These general terms and conditions (“GT&C”) apply to any services provided by Mindlike Advisory B.V., a limited liability company, incorporated under laws of the Netherlands, with its corporate seat in Amsterdam, registered with the trade register under number 84097043 (“Mindlike”) to its clients, any instructions given by clients to Mindlike and/or any tacit or explicit legal relationships as a result of the foregoing.
2. The applicability of any of the client's (general) terms and conditions or any other terms and conditions is explicitly rejected.

Services and termination

3. Mindlike will provide the services to the client on a best efforts basis (*inspanningsverplichting*). Client is aware that both the quality of the services and timely completion of any assignment or project is dependent on the clearness of the defined scope provided to Mindlike and the ability to timely furnish Mindlike with up to date, correct, sufficient and concise information in relation to the services to be provided. Any timeline agreed in respect of completion of assignments and/or projects will only be considered a deadline (*fatale termijn*) if such is explicitly agreed in writing as a deadline.
4. All services will be deemed to have been provided by and all instructions will be deemed to have been given to and accepted by Mindlike exclusively, even if the intention is for such services or instructions to be executed by one or more specific person(s) affiliated with Mindlike. Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are explicitly excluded.

5. Mindlike may engage third parties for the execution of the services or instructions, and, if so, Mindlike is not liable towards client for any acts by or omissions of such third party. Mindlike may accept stipulations restricting liability used by such third party on behalf of the client.
6. These GT&C apply in full to all persons affiliated with Mindlike and all third parties engaged by Mindlike for the execution of any services and instructions, or that can or could be held liable in relation thereto. This section 6 is irrevocably also made for the benefit of and is enforceable by all aforementioned persons affiliated with Mindlike and all aforementioned third parties engaged by Mindlike as a third party stipulation in accordance with Section 6:253 of the Dutch Civil Code.
7. In the event of bankruptcy, suspension of payment or termination of the business of one party, the other party is entitled to terminate the relationship with such party without a notice period, and with retention of accrued rights.

Confidentiality and intellectual property

8. Mindlike and any person providing services to the client on behalf of Mindlike is obliged to keep confidential, any confidential information furnished by the client to Mindlike or any such aforementioned person, using a standard that Mindlike applies to its own confidential information.
9. If Mindlike processes personal data, whether or not in relation to the execution of services or instructions, this processing will be done in accordance with Mindlike's privacy policy, available on www.mindlike.nl.
10. Without the prior written approval of Mindlike, the client is not allowed to disclose to any third party any information, reports or documents made available by Mindlike to the client, except to the extent required by mandatory law.

11. Any intellectual property (including, but not limited to (financial) models and methods) used, developed, being part of the services provided and/or included in any report provided by Mindlike in connection with the services provided by Mindlike, will remain sole property of Mindlike.

Fees, costs, and payment terms

12. The applicable VAT and other compulsory taxes, surcharges and similar increased will be added to all amounts charged by Mindlike.
13. Mindlike is entitled to increase any agreed fee or aforementioned fee during an assignment, as of 1 January of each calendar year with the estimated CPI for the foregoing calendar year.
14. In addition to the agreed fee, Mindlike will on charge any additional costs and expenses incurred in relation to the services or instructions.
15. Invoices must be paid within 14 days of the invoice date. If payment is not made within this time period, Mindlike may, without further notice, exercise its right to charge statutory interest. Furthermore, Mindlike may at all times request an immediately payable advanced for work carried out or to be carried out and suspend or end its services if the client does not pay an invoice for advance payment on time. Any suspension of services by Mindlike does not entitle the client to suspend its payment for invoices due and payable.

Liability

16. Any liability arising from or related to our services or execution of instructions is limited to the amount paid by the client to Mindlike for the services rendered to the client
17. For any assignment that last longer than six (6) months, Mindlike's liability is further limited to the amount paid by the client to Mindlike for the last six (6) months of such assignment.

18. Any claim for damages will expire one year after the date on which the client is informed of possible loss or damages and will in any event lapse after two years.
19. The client indemnifies Mindlike and all persons affiliated with Mindlike for the consequences of claims by third parties arising from or related to the execution of the services or instructions, including any legal expenses.

Other

20. If one or more provisions of the agreement between Mindlike and the client are held to be unenforceable under applicable law, Mindlike and client agree to renegotiate such provision in good faith. In the event that no mutually agreeable and enforceable replacement for such provision can be reached, then (i) such provision will be excluded from the agreement, (ii) the balance of the agreement will be interpreted as if such provision were so excluded and (iii) the balance of the agreement will be enforceable in accordance with its terms.
21. Mindlike has the right to unilaterally amend these GT&C. If the client does not object to the amended GT&C within 14 days following receipt thereof by the client, such amended GT&C will replace the previous GT&C and apply to the legal relationship between Mindlike and the client.
22. These GT&C and the legal relationship between Mindlike and the client are governed by Dutch law. All disputed will be submitted exclusively to the competent court in Amsterdam.
