

General Terms & Conditions of Diractions Consulting
September 2023**Terms & Conditions for all Services**

Any general terms and conditions proposed by the Client are rejected explicitly. The Business Terms shall apply to an Engagement whenever agreed. Whenever the contents or interpretation of the Engagement Letter and/or, either the agreement between Controller and Processor or the agreement between Controllers, and/or these Business Terms conflict, the first-mentioned document shall prevail.

Definitions:

"Advanced Data Analytics" means using manual or automated techniques aiming to (i) convert or combine Data contained in one or more datasets, (ii) enhance quality of Data, (iii) compare, sort, classify or cluster Data, (iv) analyse or visualise Data, (v) select parts of the Data or (vi) generate or visualise new insights from Data.

"Affiliate" means any entity which is controlling, controlled by, or under common control with, any addressee of the Engagement Letter or Diractions Consulting – as defined under section 2:24b of the Netherlands Civil Code (Burgerlijk Wetboek) – as may be appropriate, including without limitation any natural persons controlling relevant legal entities. In the event the Engagement refers to a transaction, the term "Affiliate" does not include any legal entity participating in or considering participating in any financing relating to such transaction.

"Business Terms" means the terms set out in this document.

"Claim" means any claim or proceeding of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence).

"Client" means the natural person or legal entity which enters into the Engagement Letter (overeenkomst van opdracht).

"Client Communications" means any information, documents, or other communications provided by Diractions Consulting under an Engagement whether in writing or otherwise, including, without limitation, any reports (including, without limitation, the final written report, if any, on the Services performed under the Engagement) or memoranda issued by Diractions Consulting, including, without limitation, documents, communications, advice, if any, and any drafts thereof, any draft or final reports or memoranda, whether in writing or otherwise.

"Confidential Information" means any information, trade secrets or other proprietary information which is either designated as confidential or is by its nature confidential, including Client Communications and Deliverables.

"Data" means any structured or unstructured data, information or opinions, provided by or on behalf of Client in the format and using the medium requested by Diractions Consulting or any data obtained from external parties or public sources or a combination thereof in any numerical, textual or other format.

"Engagement" means the Engagement Letter together with these Business Terms.

"Controller" means the natural person or legal entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"Deliverables" means any deliverables and results identified in the Engagement Letter to be provided to the Client under the Engagement.

"Diractions Consulting IP" means works of authorship, materials, information, technologies, including web-based technologies and algorithms, calculation methods, ideas and tools, and trade secrets in the sense of the Trade Secrets Protection Law, and other intellectual or industrial property

which Diractions Consulting owns, is licensed to or developed by Diractions Consulting and used in connection with the performance of Services, including any modifications or enhancements thereto and derivative works based thereon.

"Engagement" means the Engagement Letter together with the Business Terms.

"Engagement Letter" means the engagement letter entered between Client and Diractions Consulting which incorporates these Business Terms and any appendices.

"Losses" means any losses, Claims, liabilities, damages, costs, or expenses in any way relating to or arising out of the Engagement or the Services.

"Other Recipients" means any and each person or organization as identified in the Engagement Letter (other than the Client) or later agreed in writing between Diractions Consulting and the Client as a recipient of Deliverables or Client Communications.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processor" means a natural person or legal entity which processes Personal Data on behalf of the Controller.

"Professional Advisor" means all professional advisors of the Client rendering professional advice to the Client for whom the contents of any Client Communications produced by Diractions Consulting may be relevant while rendering their advice to the Client. The term "Professional Advisor" does not include, among others, lenders or other financial institutions participating in or considering participating in any financing relating to a transaction to which the Engagement Letter may refer.

"Services" means the services and Deliverables described in the Engagement Letter.

"Subcontractor" means a third party (other than Diractions Consulting) to whom Diractions Consulting subcontracts any or part of the Services.

1. Applicability and Entire Agreement

- (a) These Business Terms shall be applicable to all legal relationships between the Client and Diractions Consulting, unless the applicability of these Business Terms is excluded or restricted by law, regulations, or written agreement.
- (b) The Engagement constitutes the whole agreement between the Client and Diractions Consulting in relation to the Services. Nothing discussed or occurring prior to execution of the Engagement Letter forms part of the Engagement unless as specifically set out in the Engagement Letter. The Engagement supersedes any previous agreement, proposal, understanding or communication, written or oral, relating to its subject matter. No variation to an Engagement shall be effective unless it is documented in writing, provided, however, that the scope of Services set forth in the Engagement Letter may be changed by agreement of the parties in writing, including by e-mail. Engagements are subject to prior identification and - to the extent required - to verification of the Client and its representatives, and to any other check as may be required by applicable laws, regulations, codes, and professional obligations in or outside of the Netherlands. If Diractions Consulting has already started work (e.g., by gathering information, project planning or giving initial advice) then the Client agrees that the Engagement is effective as of the start of such work and the Client shall compensate Diractions Consulting for its efforts even if no Engagement becomes effective.
- (c) The Engagement shall be effective as of the moment the Engagement Letter is signed by the Client and Diractions Consulting, and – if applicable – shall be effective retroactively as from the effective date mentioned in the Engagement Letter or the date Diractions Consulting has started its performance.
- (d) The parties shall be at liberty to prove that the agreement has been concluded in another manner.
- (e) The Engagement is between the Client and Diractions Consulting only and is accepted under the exclusion of the provisions contained in sections 7:404, 7:407 subsection 2 and

7:409 of the Netherlands Civil Code. Diractions Consulting may subcontract any Services under the Engagement, with the consent of the Client, to any Subcontractor.

(f) The Client's relationship is solely with Diractions Consulting as the entity contracting to provide the Services. Each party is an independent contractor and neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner. Only pursuant to a mutually signed written power of attorney, Diractions Consulting may act as a representative of the Client.

(g) Diractions Consulting remains responsible to the Client for all of the Services under the Engagement, including Services performed by any Subcontractor. To the fullest extent possible under applicable law, no Subcontractor will have any liability to the Client and the Client will not bring any Claim in any way in respect of or in connection with the Engagement against any Subcontractor, other than Diractions Consulting. Subcontractors are intended third-party beneficiaries of the Engagement. The Engagement can be varied without any third party's consent.

(h) If the Client and the beneficiary of our services are separate legal entities – including, without limitation, natural persons – and either is an Affiliate of the other, the Client warrants and represents that the (other) party or parties having an interest in the Services accept the terms and conditions of the Engagement fully, failing which the Client shall indemnify and hold Diractions Consulting harmless from and against all Losses connected with the breach of such warranty or representation.

2. Parties' responsibilities

2.a Responsibilities of the Client

(i) The Client is responsible for determining that the scope of the Services is appropriate for its needs.

(ii) The Client shall cooperate with Diractions Consulting and its Subcontractors (where applicable) in the performance of the Services, including, without limitation, providing reasonable facilities and timely access to data, information, personnel and, if applicable, the premises of the Client. The Client shall be responsible for the performance of its personnel and agents, for the timeliness, accuracy, lawfulness and completeness of all data and information (including all financial information and statements) processed and provided to Diractions Consulting, or put at its disposal, by or on behalf of the Client and for the implementation of any advice provided as part of the Services. Diractions Consulting may use the information and data provided by the Client or others on behalf of Client and rely on its accuracy, completeness and lawfulness without audit or verification. Diractions Consulting' performance shall be dependent upon the timely performance of the Client's responsibilities under the Engagement and timely decisions and approvals of the Client in connection with the Services. Diractions Consulting shall be entitled to rely on all decisions and approvals of the Client. The Client shall be obliged to inform Diractions Consulting forthwith of facts and circumstances that may of importance in connection with the performance of the Services.

(iii) The Client shall be solely responsible for, among other things:

- (a) making all management decisions and performing all management functions;
- (b) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Services;
- (c) evaluating the adequacy and results of the Services on time and in full;
- (d) accepting responsibility for the results of the Services;
- (e) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities; and (f) complying with national and foreign legislation and regulations applicable to the Client and its activities.

(iv) The Client shall be responsible for compliance with all applicable national and foreign legislation and regulations in the

area of protection of privacy and data (or Personal Data) including where the Client provides Diractions Consulting with – or puts at Diractions Consulting' disposal – data (or Personal Data) of its personnel, its clients or other third parties, even if such data (or Personal Data) originates from third parties or is provided to Diractions Consulting or put at Diractions Consulting' disposal by third parties at Client's request.

(v) Unless the Engagement Letter specifies other arrangements, the Client agrees that any Deliverables will be deemed accepted by the Client (and the Services, or the relevant part of them complete) within 30 days of their delivery in final form or when the Client first makes use of them in its business, whichever comes first.

2.b Responsibilities of Diractions Consulting

(i) Diractions Consulting solely undertakes reasonable efforts under the Engagement. Diractions Consulting warrants that it shall perform the Services in good faith and with due professional care. Diractions Consulting disclaims all other warranties, either express or implied.

(ii) Diractions Consulting will use reasonable efforts to supply the Services and deliver the Deliverables in accordance with any timetable and specifications referred to in the Engagement Letter or otherwise specified by the parties in writing. However, unless both parties specifically agree otherwise in writing, all dates given by Diractions Consulting or specified by the Client for the Services are intended for planning and estimating purposes only and are not contractually binding.

(iii) Except as specifically agreed to in writing, Diractions Consulting shall not provide advice regarding the financial accounting treatment of any transaction arising from the Services and will not assume any responsibility for any financial reporting with respect to the Services.

(iv) In the event the Services include providing advice about the interpretation or application of laws and regulations, such advice will only relate to the area or areas of law as specified in writing.

(v) In providing the Services, Diractions Consulting may discuss ideas with the Client orally or show the Client drafts of Deliverables. To the extent that the content of such drafts or oral advice is finalized and confirmed to the Client in writing, such writing shall supersede any previous drafts or oral advice. Diractions Consulting shall not be responsible if the Client or others choose to rely on, act or refrain from acting on the basis of such drafts or oral advice.

(vi) Diractions Consulting has no responsibility to monitor events occurring after the agreed upon end date or date of completion of the Services nor to update any Deliverable unless the parties have agreed otherwise in writing explicitly.

(vii) If any legislation, regulatory framework or code of conduct applies to the professional(s) who are performing work under the Engagement, the applicable rules shall constitute a part of the engagement. The Client acknowledges and shall fully respect Diractions Consulting' obligations arising therefrom.

3. Compensation and Payment of Invoices

(a) Diractions Consulting shall be entitled to compensation as agreed upon in the Engagement Letter and, unless explicitly agreed otherwise in writing, this compensation shall not depend on the outcome of the Services. The compensation shall be exclusive of any fees charged by Subcontractors and exclusive of any turnover tax and other levies that are or may be imposed by government authorities.

(b) Overhead charges, hours of travel, travelling and hotel expenses, and other Engagement related costs incurred by Diractions Consulting may be charged separately to the Client, unless agreed otherwise in writing explicitly.

(c) If, after the conclusion of the Engagement but before the activities have been completed in full, wages and/or prices become subject to changes, Diractions Consulting shall be entitled to adjust the agreed fee accordingly, unless agreed otherwise in writing explicitly. In such event, Clients who are

consumers may choose to terminate the Engagement as of such date.

(d) Diractions Consulting' invoices are due and payable by the Client upon presentation. For invoices upon which payment is not received within thirty (30) days of the invoice date, Diractions Consulting reserves the right to charge statutory (commercial) interest compounded to the extent allowed by law. The Client shall be responsible for all taxes, such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services, other than Diractions Consulting' income and property taxes.

(e) Any estimate of the fees involved in the Services will be based upon Diractions Consulting' assessment of the work involved, and subject to any assumptions as set out in the Engagement Letter. Unless Diractions Consulting has agreed otherwise in the Engagement Letter, Diractions Consulting' fees may be adjusted, for example, if the Services prove more complex or time consuming than expected.

(f) In the case of a jointly conferred engagement, the Clients shall be jointly and severally liable for payment of the invoice amount.

(g) Diractions Consulting shall be entitled to require that the Client provides (supplementary) security in a form to be determined by Diractions Consulting. If the Client fails to provide the required security, Diractions Consulting shall be entitled, without prejudice to its other rights, to suspend further performance of the Engagement with immediate effect, and everything the Client owes to Diractions Consulting for whatever reason shall be forthwith due and payable.

4. Term and Termination

(a) Unless terminated sooner in accordance with its terms, the Engagement shall terminate once the Services have been performed.

(b) Unless agreed otherwise in the Engagement Letter, the Parties may not terminate the Engagement which is entered into for a definitive period of time or for the duration of a project.

(c) The Engagement entered into for an indefinite period of time may be terminated by either party at any time, without cause, by giving written notice to the other party not less than 30 days before the effective date of termination.

(d) Notwithstanding paragraphs 4 (b) and 4 (c), either party may terminate the Engagement by written notice to the other party on or at any time after the occurrence of any of the following events: (i) a material breach by the other party of an obligation under the Engagement and, if the breach is capable of remedy, the defaulting party failing to remedy the breach within 30 days of receipt of notice of such breach, (ii) in the event the other has filed a request for a moratorium or its own bankruptcy, (iii) the other has been declared bankrupt, or (iv), when the other party's assets are subject to attachment of material substance.

(e) Diractions Consulting may terminate the Engagement in whole or in part with immediate effect upon written notice to the Client if Diractions Consulting determines that (a) a governmental, regulatory, or professional entity, or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Diractions Consulting' performance of any part of the Engagement illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its Affiliates) such that continuance of Diractions Consulting' performance of any part of the Engagement would be illegal, unlawful or in conflict with independence or professional rules.

(f) Termination of the Engagement will have no retroactive effect. Upon termination of the Engagement, the Client will compensate Diractions Consulting under the terms of the Engagement Letter for the Services performed and expenses incurred through the effective date of termination. Upon

termination, any amounts invoiced in connection to Services performed prior to the termination shall be due and payable immediately.

5. Property and Intellectual Property Rights

(a) Notwithstanding the provisions under (b) and (c) of this clause, Diractions Consulting reserves all intellectual property rights with regard to Diractions Consulting IP and Deliverables that have been used and/or developed in the context of the execution of the Engagement and in respect of which Diractions Consulting has or can enforce any intellectual property rights.

(b) Upon full and final payment to Diractions Consulting hereunder, the Deliverables will become the property of the Client in their physical form and the Client may use them subject to the other provisions of the Engagement for the purpose for which the Deliverables were supplied.

(c) Unless otherwise agreed, Diractions Consulting grants to Client - upon full and final payment to Diractions Consulting hereunder - a perpetual, royalty-free, worldwide, non-exclusive and non-transferable license to use Diractions Consulting IP contained in or required for the use of Deliverables and Client Communications solely for the purpose for which the Deliverables were delivered.

(d) Diractions Consulting does not agree to any terms that may be construed as precluding or limiting in any way its right to (i) provide consulting or other services of any kind or nature whatsoever to any other person or entity as Diractions Consulting in its sole discretion deems appropriate or (ii) develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables, subject to the confidentiality obligations set forth in Clause 8 of these Business Terms.

(e) Any intellectual property and other propriety rights in the material and data provided by the Client to Diractions Consulting for performing the Services shall remain the property of the Client.

6. Limitation of Liability

(a) Nothing in the Engagement shall exclude or restrict (or prevent a Claim being brought in respect of);

(i) any liability finally judicially determined to arise primarily from the willful misconduct ("opzet") or comparable instance of gross negligence ("bewuste roekeloosheid"); or
(ii) any other liabilities which cannot lawfully be limited or excluded, save to the extent permitted by law.

(b) The Client agrees that in the performance of Services under the Engagement, Diractions Consulting shall not be liable to the Client for any Losses for an aggregate amount in excess of three times the fees paid by the Client to Diractions Consulting under the relevant Engagement. Where the relevant Engagement continues for more than 12 months the abovementioned fees shall be calculated over the 12-month period immediately preceding the arising of the Losses.

(c) In no event shall Diractions Consulting and any Subcontractor be liable for any limited use or loss of data that could have been prevented by Client executing adequate and proper back-up and storage procedures in line with common market practice, contracts, goodwill, revenues or profits (whether or not deemed to constitute direct Losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to the Engagement or the Services.

(d) Diractions Consulting and Subcontractors will not be liable for Losses arising as a result of the provision of false, misleading or incomplete information or documentation, noncompliance with applicable legislation or regulations in the area of protection of privacy and Personal Data within the Client's sphere of responsibility or the withholding or concealment or misrepresentation of information or documentation by any person other than Diractions Consulting or a Subcontractor.

(e) In circumstances where all or any portion of the other provisions of this paragraph 6 are finally judicially determined to be unenforceable, the aggregate liability of Diractions Consulting or Subcontractor for any Loss shall not exceed an amount which is proportional to their relative responsibility for the Losses to which the Claim relates taking into account the contributory negligence (if any) of the claimant and the responsibility and/or liability of any third party.

7. Limitation on Actions

Any complaints about nonperformance in the provision of the Services shall be brought forward by the Client in a timely fashion. No action, regardless of form, relating to the Engagement or the Services, may be brought by the Client more than two years after the cause of action has accrued under applicable law.

8. Confidentiality

(a) To the extent that, in connection with the Engagement, either Diractions Consulting or the Client (the "receiving party") comes into possession of Confidential Information, it shall not disclose such Confidential Information to any third party without the disclosing party's consent except to the Client's or Diractions Consulting's legal advisors solely for the purpose of obtaining legal advice regarding its legal position, or as may be required by law, regulation, judicial or administrative process (including, without limitation, regulatory and investigatory proceedings), or to the extent that such Confidential Information:

- (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by the receiving party in breach hereof,
- (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information to it by obligation to the disclosing party,
- (iii) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or
- (iv) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this paragraph 8(a), each party shall maintain the other's Confidential Information in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care. (b) The Client consents to Diractions Consulting disclosing Confidential Information (i) to any Subcontractor and (ii) to its auditors, external legal counsel and insurers in connection with (potential) litigation or (iii) in accordance with applicable professional standards.
- (c) In the performance of the Services, Diractions Consulting or any Subcontractor may communicate or discuss the affairs of the Client with the other advisers of the Client and may do so free from any obligation of confidentiality.
- (d) In connection with performing the Services, Diractions Consulting may develop or acquire general knowledge, experience, know-how, skills and ideas that are retained in the memory of its personnel. Diractions Consulting may use such general knowledge, experience, know-how, skills and ideas. The Client agrees that Diractions Consulting may use Information received from the Client or – at the Client's request - from a third party, as part of research and advice, including, without limitation, benchmarking services, and marketing purposes (e.g. blog articles). Diractions Consulting may use such information provided that the information is rendered anonymous and duly de-identified.
- (e) Nothing contained in the Engagement will prevent or restrict Diractions Consulting from providing services to other clients

(including services which are the same or similar to the Services) even if those other clients' interests are in competition with the Client, provided that Diractions Consulting is able to protect its obligation to maintain confidentiality, which includes separation of files as appropriate in the circumstances. To the extent that Diractions Consulting possesses information obtained under an obligation of confidentiality to another client or other third party, Diractions Consulting is not obliged to disclose such information to the Client, or use it for the benefit of the Client, however relevant it may be to the Services. When any party becomes aware of the threat of a conflict of interest, it shall inform the other party forthwith in writing and both parties shall consult with each other for a reasonable solution.

(f) The Client agrees to reimburse any costs that Diractions Consulting or any Subcontractor may incur in complying with any legal, professional or regulatory disclosure requirement relating to any of the Services imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against Diractions Consulting or Subcontractor, provided the Client is notified promptly and, where reasonably or legally possible, prior to disclosure.

(g) Client shall not disclose to any third party any of the Deliverables and/or Client Communications provided hereunder without the express prior written consent of Diractions Consulting, except where (i) applicable laws, regulations, rules and professional obligations prohibit limitations on disclosure; (ii) in the event that the Client or its Affiliates have securities registered with the United States Securities and Exchange Commission and Diractions Consulting is the auditor of the Client or any of its Affiliates, in which case there are no restrictions or limitations on the disclosure of Diractions Consulting's advice, opinions, reports and other work product provided hereunder; or

(iii) to the extent the United States Internal Revenue Code and applicable Internal Revenue Service guidance relating to confidential tax shelters (or comparable law or guidance from other taxing authorities outside the United States of America) apply.

In the aforementioned cases ((i) to (iii)), there are no restrictions or limitations on the disclosure of Diractions Consulting's advice, opinions, reports and other services. In such cases, the Client shall provide Diractions Consulting with prompt notice, to the fullest extent allowed under applicable laws or regulations.

(h) Client shall use the Deliverables and Client Communications solely for the purposes specified in the Engagement Letter and, in particular, shall not, without the prior written consent of Diractions Consulting, use any Deliverable or Client Communications in connection with business decisions of any third party or for advertisement purposes.

(i) Unless agreed otherwise in writing explicitly, all Services are only intended for the benefit of the Client. The mere receipt of any Deliverable or Client Communications or other Services by any third party is not intended to create any duty of care, professional relationship or any present or future liability between those third parties and Diractions Consulting. As a consequence, if copies of any Deliverable or Client Communications or other Services (or any information derived therefrom) are provided to others under the above exclusions, it is on the basis that Diractions Consulting owes no duty of care or liability to them, or any other third parties who subsequently receive the same.

9. Distribution of Deliverables or Client Communications

(a) This Clause of the Business Terms shall apply to all Services proposed or provided by Diractions Consulting under an Engagement, whenever the Deliverables agreed upon shall consist of a written or oral statement by Diractions Consulting which is intended to be brought to the attention of Other Recipients.

(b) Deliverables and Client Communications in whatever form produced under the Engagement may without the prior written consent of Diractions Consulting not be distributed to any third party including Other Recipients. The consent of Diractions Consulting to distributing Deliverables, Client Communications and any other documents produced by it, to any specific third party, including any Other Recipients will always be subject to receipt of a letter in a form acceptable to Diractions Consulting signed by the Other Recipient indicating the conditions under which the Deliverables, Client Communications and other documents are released to the Other Recipient.

(c) The Client may, however, disclose in whole any Deliverables or Client Communications to its Affiliates or Professional Advisors provided that when doing so the Client shall inform such Affiliate or Professional Advisor explicitly that:

(i) it may use the Deliverable or Client Communications solely to assist Client, provided that Client shall ensure that such Affiliate and/or Professional Advisor do not further circulate, quote, disclose, or distribute any of the Deliverables or Client Communications, or refer to Diractions Consulting;

(ii) disclosure by them to third parties except internally within the Affiliate and/or Professional Advisor is not permitted without the prior written consent of Diractions Consulting; and

(iii) Diractions Consulting does not accept any duty of care, responsibility or liability towards them in connection with the Services.

(d) Diractions Consulting shall establish at its own discretion the suitability of Deliverables or Client Communications or other documents for release to Client or Other Recipients. In the event Diractions Consulting is of the opinion that certain Deliverables or Client Communications are not suitable for release, Diractions Consulting will endeavor – at the Client's written request – to produce edited Deliverables or Client Communications suitable for release at the earliest practical date.

(e) The Client is entitled to request that certain parts of the Deliverables or Client Communications shall be withheld from parties to whom the report or documents are released pursuant to the Engagement, conditional to the Client informing such parties of the fact that the released Deliverables or Client Communications have been edited or are incomplete.

10. Data Protection

(a) Parties acknowledge that Personal Data may be processed by Diractions Consulting as a Controller, for the purpose of or in connection with: (i) the provision of the Services; (ii) applicable legal or regulatory requirements; (iii) requests and communications from competent authorities; and (iv) administrative, financial accounting risk analysis and client relationship purposes (the "Purposes"). Each party shall comply with applicable data protection laws and regulations when processing Personal Data.

(b) The parties further acknowledge that Personal Data may be disclosed to, and processed by, Diractions Consulting, Diractions Consulting' service providers and competent authorities for one or more of the Purposes. Personal Data may also be disclosed to, and processed by, other third parties to the extent reasonably necessary in connection with the Purposes.

(c) The parties acknowledge and agree that Diractions Consulting will act as a Controller when processing Personal Data for the Purposes. Diractions Consulting has a Privacy Policy, which is available on request, in which more information can be found about the processing and protection of Personal Data by Diractions Consulting when acting as a Controller.

(d) Parties acknowledge that Personal Data may be processed by Diractions Consulting as a Processor in connection with the provision of the Services and that in such cases a data processing agreement will be attached to the Engagement Letter. Diractions Consulting will use its own data processing agreement and rejects the content of a data processing agreement of the Client.

11. Assignment

No party may assign or otherwise transfer an Engagement without the prior express written consent of the other, except that Diractions Consulting may assign any of its rights or obligations hereunder to any successor to its business. Neither party will directly or indirectly assign or transfer to a third party any Claim against the other party arising out of the Engagement.

12. Indemnification

The Client shall indemnify and hold harmless Diractions Consulting for all Losses incurred in connection with any third party Claim in connection with the Engagement, except to the extent finally judicially determined to have resulted primarily from the willful misconduct (opzet) or comparable instance of gross negligence (bewuste roekeloosheid) of Diractions Consulting.

13. Applicable Law and Venue

(a) The Engagement, including all matters relating to it, shall be governed by, and construed in accordance with, the laws of The Netherlands (without giving effect to the choice of law principles thereof). The Vienna Sales Convention of 1980 shall not apply.

(b) The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with the Engagement promptly through negotiations between senior management.

(c) Any Claim arising out of or relating to the Engagement or the Services shall be brought before and maintained exclusively in the Court of 's Hertogenbosch, The Netherlands.

14. Mandatory Disclosure Rules

Under the current legislation Diractions Consulting has the obligation to report certain types of tax advice and proposed or other structures to the Tax Administration. Diractions Consulting is free to decide whether to report an advice or structure to the Tax Administration, the moment on which it does so, and what exactly will be reported. Diractions Consulting will inform the Client on the report or the intention to report if Diractions Consulting believes this is relevant with respect to the work performed. Likewise, Diractions Consulting can have the obligation to report to the Tax Administration the names of the people involved in and interested parties to the advice or the structure. The Client itself or other interested parties can also have the obligation to report the advice or the structure to the Tax Administration. At all times, Diractions Consulting will comply with obligations under existing or future legislation or regulations, in whatever jurisdiction, to report any advice or structures to the relevant authorities. For the purpose of avoiding any misunderstandings, nothing in the Engagement will restrict the right of the Client or another interested party to report an advice or a structure to the relevant authority.

15. Anti-Corruption

Diractions Consulting and Client each represent and warrant that it and any person or entity acting on its behalf has complied and will continue to comply with all applicable anti-corruption and anti-bribery laws, rules and regulations, including the UK Bribery Act 2010 and, if applicable, the US Foreign Corrupt Practices Act (FCPA).

16. Use of Names, Trademarks, etc.

Diractions Consulting and the Client agree that neither shall use the other's name, trademarks, service marks, logos, trade names and/or branding without prior written consent, except that Diractions Consulting may use the name of the Client and the performance of the Services in marketing and publicity materials, as an indication of its experience, and for internal purposes.

17. Use of Electronic Communications

(a) Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed e-mail (including e-mail exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other.

(b) It is recognized that the Internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. Electronic communications are also prone to contamination by viruses. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (whether in contract, statute, tort (such as negligence) or otherwise) for any loss, damage or omission in any way arising from the use of the Internet or from access by Diractions Consulting to networks, applications, electronic data or other systems of the Client.

18. Advanced Data Analytics

(a) Diractions Consulting may analyze Data using Advanced Data Analytics at its discretion. The Data may consist of internal data provided by Client, publicly available data or third party data. Diractions Consulting obtains such third party data in compliance with applicable law and legislation, but will not verify if and cannot warrant that the third party data are accurate or complete. Diractions Consulting will include the results of the Advanced Data Analytics in its report(s) or advice and will only provide access to the result of the Advanced Data Analytics under the terms of under this Clause 18.

(b) In delivering the Services, Diractions Consulting may perform Advanced Data Analytics which inherently bears above-average risk of (unintentional) error and which does not always allow a trail from underlying Data to the information presented in the Deliverables or reconciliation with other information provided therein. Diractions Consulting may use Data obtained from third parties or publicly available data and which may not be fit for the purpose, incomplete or incorrect. Although due care is applied in generating this information, it cannot be warranted that the results of Advanced Data Analytics are accurate or complete. The results of Advanced Data Analytics are included in Diractions Consulting' Deliverables for indicative purposes only, in order to provide insights that could not be provided otherwise. Diractions Consulting will not be responsible for any loss resulting from the application of Advanced Data Analytics and therefore Diractions Consulting does not accept any liability in relation to Advanced Data Analytics, unless it is finally judicially determined that the damage involved results from willful misconduct (opzet) or comparable instance of gross negligence (bewuste roekeloosheid) of Diractions Consulting.

19. Miscellaneous

(a) Survival. Any provisions of the Engagement which either explicitly or by their nature extend beyond the expiration or termination of the Engagement shall survive such expiration or termination.

(b) Conversion. If any provision or part of the Engagement is found by a court of competent jurisdiction or other competent authority to be unenforceable, such provision or part shall not affect the remainder of the Engagement, but such unenforceable provision or part shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

(c) Interpretation. The headings in the Engagement are for convenience only and shall not affect the interpretation of the Engagement.