



**GENERAL TERMS AND CONDITIONS
FOR SERVICES**
of
**SERENDIPITY WEALTH
PRESERVATION BV**

registered office at Strawinskylaan 6, 1077 WV Amsterdam,
The Netherlands,
registered with the chamber of commerce, nr 9550.5040.

1. DEFINITIONS

In these Terms and Conditions, the terms below have the following meaning:

Agreement: An agreement between Client and Serendipity for the provision of Services, whether or not accompanied by documentation and/or appendices, including these Terms and Conditions.

Client: The party with whom Serendipity enters into an Agreement.

Parties: Client and Serendipity jointly.

Party: Each of Client and Serendipity.

Serendipity: Serendipity Wealth Preservation BV.

Services: The services provided by Serendipity.

Terms and Conditions: These general terms and conditions.

2. SCOPE

These Terms and Conditions shall apply to all Agreements. Deviations from and additions to the Terms and Conditions shall be subject to the explicit prior written approval of Service Provider. The applicability of any general terms and conditions of Client is hereby explicitly rejected and any references by Client at any time to its general terms and conditions are of no legal effect.

3. SERVICES AGREEMENT

3.1 An Agreement is a services agreement within the meaning of Article 7:400 a.f. of the Dutch Civil Code.

3.2 Client acknowledges that Service Provider provides similar services to other clients and that nothing in an Agreement will be construed to prevent Service Provider from carrying on such activities.

3.3 Parties agree that Service Provider shall be an independent contractor of Client for all purposes, including, without limitation, tax purposes (including social security and unemployment).

4. WORK

4.1 Service Provider will perform the Services independently and at its own discretion and is free to determine the working hours as well as the days on which the Services will be performed. Service Provider will take into account the reasonable interests of Client in doing so.

4.2 Service Provider will report to Client on the progress of the Services in a manner to be agreed with Client and in general in accordance with reasonable business practices.

4.3 After consultation with Client, an employee of Service Provider may be replaced by Service Provider by a another duly qualified person.

5. REMUNERATION, REIMBURSEMENT OF EXPENSES, INVOICING AND PAYMENTS

5.1 Service Provider shall invoice Client monthly for Services performed during the preceding month, which invoice shall include but not be limited to fees for the Services, any travel fees and applicable taxes.

5.2 Client shall reimburse Service Provider for all expenses incurred on behalf of Client provided that Service Provider shall require prior approval for expenses exceeding EUR 1,000 and provided that Service Provider provides reasonable documentation for such incurred expenses.

5.3 All prices in the Agreement are exclusive of all taxes.

5.4 Payments shall be made in full, without set-off, counterclaim, deduction and/or discount.

5.5 Payment for the Services shall be made by Client within twenty (20) days after the date of the invoice. In the event of late payment, Client is obliged to pay (i) default interest calculated equal to the statutory interest as meant in article 6:119a of the Dutch Civil Code and (ii) all costs incurred by Service Provider to receive payment, including but not limited to, attorneys' fees and the fees of a collection agency.

6. TERMINATION AND DISSOLUTION

6.1 Without prejudice to the Clause 6.12 either of the Parties may terminate an Agreement in writing with due observance of a notice period of one (1) month.

6.2 A Party may terminate an Agreement with immediate effect, without observing any notice period and without any notice of default or judicial intervention being required and without owing the other Party any damages on any ground whatsoever, in full or in part, by registered letter, stating the reasons, if the other Party:

- (a) breaches one or more of its obligations under the Agreement;
- (b) has been declared bankrupt or applies for suspension of payments or similar insolvency proceedings have been entered into;
- (c) is dissolved and/or wound up or if a petition for its dissolution or winding-up has been filed;
- (d) a (prejudgment or executorial) attachment is levied upon its assets or a third party attachment is levied against it; or
- (e) is a legal entity and a third party gains control over or obtains a decisive vote in respect of that legal entity.

6.3 Upon termination or expiration of an Agreement, those provisions of these Terms and Conditions which by their nature are intended to survive shall survive such termination or expiration of an Agreement. This includes, but it not limited to the articles 3, 6.33, 7, 9, 10, 11 and 12.

7. LIABILITY

7.1 Service Provider's liability is limited to:

- (a) damage to property of Client;
- (b) reasonable costs for preventing or limiting the damage resulting from Service Provider's actions causing damages;
- (c) reasonable costs for determining the cause and extent of liability for the damage,

with the exclusion of indirect damages such as lost profits and revenues, lost savings, reputational damages, loss of goodwill, damages resulting

from business stagnation, immaterial damages, consequential damages, punitive damages, exemplary damages and loss of data, with a maximum 100% (hundred percent) of the total amount of all the fees Service Provider charged or still has to charge to Client resulting from or arising out of an Agreement during the 12-months period prior to the event leading to the damage.

7.2 Services Provider explicitly excludes all other liability.

7.3 The limitations or exclusions of liability do not apply in case of intent or gross negligence by the statutory directors or higher management of the Service Provider.

8. FORCE MAJEURE

Service Provider will not be liable for any failure or delay in performance under an Agreement to the extent caused by supervening conditions beyond Service Provider's reasonable control, including acts of God, war, terrorism, epidemics, civil commotion, strikes, labor disputes, or governmental demands or requirements, which makes performance impossible.

9. CLAIMS

Any claim as to the performance of the Services must be notified in writing, promptly after the circumstances giving rise to such claim have been discovered. If Client does not notify the Service Provider of such claim within thirty (30) days after the Services are finalized, such claim shall be deemed to be waived and barred.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Any inventions, works, improvements, new products, trademarks, procedures, drawings or designs, domain names, trade names and know-how (whether or not patentable or copyright protected), all of this within the meaning of the Auteurswet 1912 (1912 Dutch Copyright Act), the Rijsoctrooiwet 1995 (1995 Dutch Patents Act), the Benelux-verdrag inzake de intellectuele eigendom (merken en tekeningen of modellen) (Benelux Convention on Intellectual Property (Trademarks and Designs), the Handelsnaamwet (Dutch Trade Names Act) and/or related acts, or any corresponding foreign acts or other regulations, that Service Provider, and each other shareholder, officer, director, employee and independent contractor of Service Provider has created, produced or caused to be produced, whether or not independently, jointly referred to below as Intellectual Property Rights, are vested exclusively in Service Provider, irrespective of whether the Intellectual Property Rights were created during an Agreement, and also irrespective of whether or not the creation of the Intellectual Property Rights, directly or indirectly, formed part of Services or the Service Provider's duties.

10.2 Insofar as the Intellectual Property Rights referred to in article 10.1 are not vested in Service Provider by operation of law, Client will transfer those rights to Service Provider at Service Provider's first request, without Client being allowed to request any fee or compensation. Client agrees that it is not entitled to and will not claim payment of any supplementary compensation whatsoever. Client will be required to cooperate with all acts required to register the Intellectual Property Rights in Service Provider's name, including but not limited to the signing of one or more deeds, and Client hereby irrevocably designates Service Provider as its authorized representative for the purpose of performing those acts, with the right to act as Client's counterparty.

11. CONFIDENTIALITY

11.1 For a period of two years after termination of the Agreement (or longer if required by law), neither Party will use confidential information of the other Party without express prior written consent except under the terms hereof or disclose confidential information except if compelled by law or order of a competent court, in which case the compelled Party will give the other Party prior written notice of the requirement so that the disclosure can be contested, unless such notification is prohibited under the relevant law or court order.

11.2 Both Parties will take reasonable precautions to safeguard each other's confidential information. Each Party may disclose the other Party's confidential information to its employees only on a need-to-know basis and subject to the confidentiality obligations imposed herein. When confidential information is no longer necessary for the execution of an Agreement, each of the Parties will at the other Party's request either return or destroy the other Parties confidential information.

11.3 Neither of the Parties may without prior written consent of the other Party provide third parties with confidential information of the other Party, take such confidential information outside the other Party's company nor cause such confidential information to be taken outside the other Party's company.

11.4 Each Party will immediately notify the other Party upon discovery of any unauthorized use or disclosure of the other Party's confidential information and will cooperate in any reasonable way to help the other Party regain possession of the confidential information and prevent further unauthorized use.

11.5 For the purposes of this article 11 'confidential information' shall mean information marked or otherwise identified in writing by a Party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information such as either Party's products, product features, marketing and promotions, business, pricing information, purchasing information, sales policies, books and publications, records, advertising methods or schemes, computer records, trade secrets, know how, plans and programs, sources of supply and the negotiated terms of an Agreement or these Terms and Conditions.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

12.1 These Terms and Conditions will be interpreted and construed in accordance with the laws of the Netherlands.

12.2 All disputes arising out of or in connection with an Agreement, or any agreement flowing from such Agreement shall be exclusively submitted to the competent court in Amsterdam, the Netherlands.

13. MISCELLANEOUS

13.1 Client may not assign or otherwise transfer its interest in the Agreement, or any obligation or right under an Agreement, in whole or in part, without the prior written consent of Service Provider. Without such prior written consent, the interests, rights and obligations under these Terms and Conditions or an Agreement are non-transferable within the meaning of article 3:83 (2) of the Dutch Civil Code.

13.2 Without prejudice to article 9 of these Terms and Conditions, the failure to enforce any of the provisions of an Agreement or to require performance by the other Party shall in no way be construed to be a waiver of such provisions or to affect the validity of the Agreement, or any part hereof, or the right of any Party thereafter to enforce each and every such provision in accordance with the terms of an Agreement.

13.3 In the event of nullity or annulment of any provision of the Agreement, the other provisions of the Agreement shall remain in full force and effect and Parties shall consult together to agree on (a) new provision(s) to replace the provision(s) that is/are null or, as the case may be, annulled, duly observing as much as possible the object and purport of the provision(s) that is/are null or annulled.

Serendipity Wealth Preservation BV, November 19, 2024

