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GENERAL TERMS (BUSINESS) SERVICES Impakt Tribe B.V. Version 2018-1

**Article 1 – Applicability** 1. These terms and conditions apply to all legal relationships between Impakt Tribe B.V. (hereafter Contractor) and Client, including all services provided by the Contractor. The signed offer and these general terms constitute the agreement between the Client, which is described in these terms as the " Agreement ". 2. Deviations from these terms and conditions are only valid if they have been expressly agreed upon in writing. Contractor explicitly rejects the applicability of any General (Purchasing) terms used by the Client.

**Article 2 – Obligation** 1. The activities of Contractor (hereafter "Activities"): the Contractor facilitates the Client in completing an Investor deck, in other words an investment document. Contractor chooses a fixed package of services, such as " Full Styling " or " Cut & Go ". In the case of an Full Styling package, an Investor deck is drafted by the Contractor on the basis of the (business) data that the client has provided to the Contractor. In the case of a Cut & Go package, an Investor deck is drafted by the Client with supporting tools and know-how of the Contractor. After the Activities concerning the Investor deck have been completed and the full payment has been received in good order, the Contractor has a best effort obligation in respect of the Client to find a potential investor or financier. The effort obligation is the same in both packages (Full Styling and Cut & Go). Under no circumstances can the Client derive rights or specific expectations from the activities of the Contractor or the introduction that follows from them. 2. In the performance of the Activities, the Contractor shall take the utmost care regarding the interests of the Client. 3. If and insofar as a proper execution of the Agreement so requires, the Contractor has the right to have the Activities performed by third parties.

**Article 3 - Proposals** 1. Offers and / or price lists of the Contractor are not binding, even if they specify a term. 2. If a quotation contains a free offer and this offer is accepted by the Client, the Contractor has the right to withdraw the offer within two (2) business days after receipt of such acceptance. 3. The agreement shall be concluded when the term of notice of paragraph 2 has expired, or earlier, at the time when the Contractor commences the execution of the agreement.

**Article 4 - Implementation of the Agreement** 1. The Client grants full cooperation to the Contractor in order to be able to perform the Activities. It is the Client who determines under which conditions an investment must be made. With respect to the proposed investment the Contractor only has an advisory role. The Client gives its permission to the Contractor for the processing of personal data of its employees in order to achieve the objectives of the agreement. This data consists of first names and surnames, profile photos, (business) background and more. 2. The Client is obliged to inform the Contractor about all matters and developments regarding the Client's funding.

**Article 5 - Contract Duration and Execution Time** 1. The Agreement is terminated as soon as the intended financing and / or investment has been realized for the Client or after one year after signing and all Activities have been performed by the Contractor, irrespective of whether a financing and / or investment has been realized. Termination of the Agreement does not affect the Client's obligation under Article 6 of these general terms. 2. In the event that a term has been agreed upon in connection with the execution of the Activities between the Contractor and the Client, this term is only approximate unless explicitly agreed otherwise in a written agreement. The Contractor does not provide any guarantee for any agreed delivery or completion times and non-timely delivery or completion does not entitle the Client to compensation, dissolution of the Agreement, termination of the Agreement or suspension of any obligation towards the Contractor.

**Article 6 - Compensation** 1. At the conclusion of the Agreement, the Client chooses a fixed service package ('Full Styling ' or 'Cut & Go') which, in addition to the Contractor's Activities, also determines the amount of compensation for the Contractor. 2. For the remuneration of the Activities, the Contractor will receive from the Client the following compensation: a. Remuneration for performed Activities on Investor deck: Client is required to pay the Contractor a fee for the performed Activities regarding the investment documents. The total amount is paid by the Client in two (2) terms. The first instalment of **50%** must be paid after the conclusion of the agreement and the second instalment of **50%** must be paid by the Client after the Investor deck has been provided by the Contractor ("Full Styling") or the Activities on the Investor deck have been completed ("Cut & Go"). Or at most 1 month after the first instalment (depending on which date is reached first).

An invoice with a payment period of 7 days is drawn up by the Contractor for both instalment amounts. The activities for finding an investor or financier are only started as soon as the Activities on the Investor deck have been completed and the entire amount has been received by the Contractor. b. Success fee: The Client grants the Contractor exclusivity for finding an investor and / or financier, which means that no other intermediary or company is used by the Client for similar activities. The Contractor approaches financiers and investors in a completely free manner, including through email, telephone, online platforms or other (communication) resources. In the event of signing any investment agreement, with an investor and / or financier approached by Contractor, during the Agreement or within a period of three (3) years after the conclusion of the Agreement, the Client is required to pay the Contractor a percentage of the amount the financier and / or investor according to the signed investment agreement(s) with the Client has agreed to invest ('Success fee'). However, when the assignment is started, the Client may indicate in writing that certain investors are excluded from this article by issuing a list of investors from their own network. The Client must share this list with Contractor before the start of the activities concerning the finding of an investor and / or financier. This list may not contain more than 15 financiers or investors. If Contractor has to perform work for the realization of the investment agreement between the Client and an investor from its own network, the Client is still required to pay the success fee to the Contractor. An invoice with a payment period of 7 days is drawn up by the Contractor for the payment of the success fee. c. The prices are communicated in an offer or price list and are applicable to the Agreement.

**Article 7 - Payment** 1. Client is obliged to pay all Contractor's invoices within seven (7) days. Issues concerning the invoices do not suspend the payment obligation. 2. If the Client fails to pay within the period of seven (7) days, the Client is in default. Client will then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the claimable amount will be calculated from the moment that the Client is in default until the full amount of payment is met. 3. If the Client with any obligation to the Contractor remains in default, or threatens to be in default, the Contractor is always entitled to suspend the fulfilment of its obligations under the Agreement and / or other agreement (s) in whole or in part, without prejudice to the other rights of the Client.

**Article 8 – Retention of title** 1. All items delivered by the Contractor, including (if applicable) investment documents (such as Investor decks), websites, designs, equipment, software, (electronic) files and more, remain the property of the Contractor until the Client has fulfilled the payment obligation of Article 6.2a towards the Contractor. 2. The Client is not authorized to pledge items falling under retention of title or to apply any other objections on the items. 3. If third parties seize the goods provided under retention of title or wish to establish or assert rights thereon, the Client is obliged to immediately inform the Contractor thereof. 4. In the event that the Contractor wishes to exercise ownership rights referred to in this article, the Client already gives unconditional and irrevocable permission to the Contractor to enter all those places where the property of the Contractor is located and to return those items.

**Article 9 - Complaints** 1. Complaints about the Activities must be reported in writing to the Contractor by the Client within eight (8) days of discovery, but no later than fourteen (14) days after completion of the relevant Activities. Such notice of default must contain a detailed description of the shortcoming stated by the Client, so that the Contractor is able to respond adequately. 2. If a complaint is well-founded, the Contractor will be given the opportunity to perform the Activities again. In the event that the performance of the Activities by objective standards is no longer possible, the Contractor will only be liable within the limits of Article 10.

**Article 10 - Liability** 1. Due to the nature of the activities and the subjective assessment aspects that play a (important) role in the Activities, the Contractor is not liable for any damage suffered by the Client as a result of any act or omission of the Contractor in the performance of the Agreement or otherwise, except in case of intentional or gross negligence. Consequential damage, including lost profits or losses, will never be eligible for compensation. 2. In the event that the Contractor is liable for any damage suffered by the Client, the damage that the Contractor is required to compensate is never more than the invoice value of the Activities where the defect was the cause of the damage. If the foregoing cannot be established, then the Contractor shall not be liable for more than the invoice value of the Activities performed by the Contractor on behalf of the Client at the time that the event causing the damage occurred. 3. The Client indemnifies the Contractor in respect of all third party claims for damages arising out of the Agreement. This does not affect the Contractor's duty of care as referred to in Article 3. 4. The exclusions and limitations of liability mentioned in this article as well as the indemnity referred to in Article 12 are equally intended for and for the benefit of subordinates of the Contractor and any other whose assistance the Contractor uses in carrying out the Activities. 5. The liability for the Activities assigned to third-party by the Contractor is limited to the extent that the third party effectively indemnifies the Contractor.

**Article 11 - Force majeure** 1. Force majeure shall mean any circumstance on the basis of which (further) performance of the Agreement by the Contractor cannot reasonably be required. Included is in any case - but not exclusively - data loss due to computer failure, virus infection or computer fraud by third parties, machine failure and other calamities that prevent or restrict the Contractor's operations. 2. In the event that the Contractor is prevented by force majeure from carrying out the Activities in whole or in part, the Contractor has the right to suspend the execution of the Activities without judicial intervention or to consider the Agreement to his choice to be in full or in part dissolved, without the Contractor being obliged to compensate for any damage suffered by the Client. 3. In the event that, at the time of the commencement of force majeure, the Contractor has partially fulfilled his obligations to the Client arising from the Agreement and has partially performed activities on behalf of the Client - and in respect of the activities already carried out have a value - is the Contractor entitled to invoice the relevant activities separately. The Client is then required to pay the invoice.

**Article 12 - Indemnifications** 1. Client indemnifies Contractor for claims of third parties in respect of intellectual property rights on materials or data provided by the Client used in the performance of the Agreement. 2. If the Client provides user information carriers, electronic files or software, the Client warrants that the information carriers, electronic files or software are free of viruses and defects.

**Article 13 – Intellectual Property** 1. All (supporting) documents or items such as manuals, examples, advice, templates, legal agreements, designs, software and more, which are provided by the Contractor are exclusively intended to be used on behalf of the Client and may not be used, multiplied, made public, or brought to the knowledge of third parties by the Client without the prior consent of the Contractor, unless the nature of the documents provided dictates otherwise. The Investor deck which is produced by the Activities on the basis of this agreement is hereby explicitly excluded. 2. The Contractor reserves the right to use the knowledge gained in carrying out the Activities for other purposes, insofar as no confidential information is disclosed to third parties. 3. The contractor is entitled to sign and / or use all the products manufactured by the Contractor to promote his or her organization and service.

**Article 14 - Confidentiality** Both parties commit themselves to keep the product knowhow and / or knowledge that they have about each other's mutual activities confidential, insofar as this is reasonably possible in the context of the activities that they have to perform within the framework of this agreement. If the Contractor - on the basis of a statutory provision or court order - is obliged to provide confidential information to third parties appointed by the law or the competent court and the Contractor cannot rely on a statutory or recognized by the competent court or allowed right of non-disclosure, the Contractor is not obliged to pay damages or compensation and the other party is not entitled to dissolve the Agreement.

**Article 15 – Termination and dissolution of the agreement** 1. The Client can terminate the Agreement at any time (in writing). Client expressly waives his right to demand dissolution of the agreement. 2. If the Agreement is terminated by the Client while compensation of Article 6.2a has not yet been paid in full by the Client, the Client shall then be required to pay the remaining amount immediately to the Contractor. The Contractor will draw up a replacement invoice for this payment. 3. Termination by the Client does not affect obligations of Client under Art. 6.2b. In addition, the provisions of this article remain in effect as much as the law allows in the event of a party's

bankruptcy. 4. If the Contractor suffers direct and / or indirect damage due to the termination of the Client, the Contractor shall be entitled to compensation from the Client. 5. The Contractor is entitled to terminate, in whole or in part, the Agreement without notice and liability for damages or, at its discretion, to suspend the further execution of the Agreement if: a Client is declared bankrupt b Client request for surséance of payment; c Client is in liquidation; d Client is placed under guardianship or dies; or e Client does not comply with any legal obligation in respect of Contractor or any obligation arising from the Agreement. 6. In the cases referred to in Article 16.5, the Contractor is entitled to claim the entire compensation that Client is required to pay according to Article 6. 7. The Client is required to inform the Contractor immediately if a circumstance occurs within the meaning of Article 16.5. In the event that a circumstance within the meaning of Article 16.5 (e) occurs, the Client is in default and the outstanding fee of article 6 and any other arising damages are immediately due and thus claimable by Contractor.

**Article 16 – Transfer of rights and obligations** The Client is not entitled to transfer the rights and obligations resulting from the Agreement, in whole or in part, to third parties without the prior written consent of the Contractor.

**Article 17 - Applicable law and competent court** 1. In the event that any provision in these general terms should be null and void or destroyed, this does not affect the validity of the remaining provisions. 2. The legal relationship between the Client and the Contractor is governed by Dutch law. All disputes between the Client and the Contractor that may arise as a result of or in connection with the agreement shall be ruled out by the competent court.