

GENERAL TERMS AND CONDITIONS

Catalyst Advisors B.V.

Catalyst Transaction Services B.V.

October 17, 2022

1 | GENERAL

1.1 Defined terms in these T&C's have the following meaning:

Catalyst:

- Catalyst Advisors B.V., a limited liability company with its registered office in Amsterdam, the Netherlands and registered in the register of the Dutch Chamber of Commerce under number: 34190693 or
- Catalyst Transaction Services B.V., a limited liability company with its registered office in Amsterdam, the Netherlands and registered in the register of the Dutch Chamber of Commerce under number: 86607383

as applicable, and an "affiliate" of Catalyst or a similar phrase is any person who works or has worked at Catalyst

Client: each person which engages Catalyst to provide Services

DCC: the Dutch Civil Code

Engagement Letter: an agreement in writing between Catalyst and the Client, setting out the details of the Services provided by Catalyst

GDPR: the General Data Protection Regulation

Party or Parties: Catalyst and its Client individually or collectively, as the context requires

Services: any services as agreed between the Parties under the Engagement Letter consisting of (i) advisory services in the field of corporate finance (including but not limited to strategic financial, mergers & acquisitions, capital raising) and/or (ii) transaction services (including but not limited to acquisition, vendor, and finance due diligence)

T&C's: these general terms and conditions

- 1.2 These T&Cs are applicable to all assignments between Catalyst and its Clients.
- 1.3 The applicability of any other general terms and conditions is expressly excluded.
- 1.4 Any reference to "written" or "in writing" should also be understood to include writing in electronic format.

2 | ASSIGNMENT

- 2.1 An assignment agreement (*overeenkomst van opdracht*) between the Parties will only arise if and when Catalyst accepts an assignment (*opdracht*) from the Client in the Engagement Letter.
- 2.2 All assignments of a Client are deemed to be given exclusively to Catalyst and accepted and implemented exclusively by Catalyst. Articles 7:404 and 7:409 DCC do not apply. When an assignment is given to both Catalyst as well as another party (not affiliated with Catalyst) jointly, Catalyst is only liable for the performance of obligations it has explicitly accepted in the Engagement Letter as its own obligations. Article 7:407 sub 2 DCC does not apply.
- 2.3 Unless agreed otherwise in writing, the assignment terminates upon completion by Catalyst of the Services.
- 2.4 The Client may terminate the assignment at any time by giving notice in writing to Catalyst.
- 2.5 Catalyst may terminate the assignment after a notice period of fourteen calendar days, or with immediate effect if the Client fails to pay an invoice within fourteen calendar days after the payment date, in writing.
- 2.6 Upon termination of the assignment by the Client prior to completion of the Services, the Client will be required to pay any remuneration as agreed in the Engagement Letter.

3 | REMUNERATION AND PAYMENT

- 3.1 The remuneration is the fee as agreed between the Parties in the Engagement Letter, or otherwise in writing, relating to the assignment of Services.
- 3.2 In the absence of an Engagement Letter or other written agreement, the fee will be determined by virtue of the actual time spent and the then applicable hourly rate(s) at Catalyst in relation to the assignment and the persons involved to carry out the assignment.
- 3.3 Out-of-pocket costs (such as travel and accommodation costs, couriers as well as fees of external advisors) reasonably incurred by Catalyst in connection with its assignment are not included in the fee and will be charged to the Client separately.
- 3.4 Fees and costs will be subject to VAT, where applicable, and other taxes and/or levies. If Catalyst omitted to charge VAT where it was due, the Client must pay the amount of VAT to Catalyst upon first request.



- 3.5 Unless otherwise agreed in writing with the Client, the Client will be invoiced on a monthly basis. Invoices must be paid within fourteen calendar days (the “**Payment Term**”).
- 3.6 The Client must submit objections to invoices (if any) to Catalyst in writing within fourteen calendar days. The absence of any such objection will be deemed to constitute acceptance of the invoice.
- 3.7 In case an invoice has not been paid within the Payment Term, the amount due will bear statutory interest. If an invoice remains unpaid after written notice has been sent and the payment term as mentioned therein has lapsed, (i) extrajudicial costs of collection of 15% of the amount of the relevant invoice will be due, with a minimum of EUR 50 and (ii) Catalyst has the right to suspend all Services, in which case Catalyst will not be liable in any way for any damages which may occur as a result of such suspension.

4 | LIABILITY

- 4.1 Any liability of Catalyst is limited to an amount that is equal to the fees paid by the Client for the Services (excluding success fees).
- 4.2 In no event shall Catalyst be liable for consequential damages (gevolgschade) or lost profits (gederfde inkomsten).
- 4.3 Any claim for damages is time-barred one year after the date on which the Client becomes aware or could reasonably have become aware that it has sustained damage and that Catalyst is liable.
- 4.4 All liability of persons affiliated with Catalyst is excluded.
- 4.5 The Client indemnifies Catalyst and persons affiliated with Catalyst against third-party claims and other damage arising from the assignment, insofar as the claim or the damage exceeds the amount paid out under insurance taken out by Catalyst. A “third-party” as described in the preceding sentence may also be any group company, shareholder, managing or supervisory director of the Client, any person working with or for the Client or any relative of the Client.
- 4.6 Articles 4.4 and 4.5 are an irrevocable third-party stipulation for the benefit of any person affiliated with Catalyst.

5 | ENGAGEMENT OF THIRD PARTIES

- 5.1 Catalyst may engage after consultation with the Client the services of third parties, either in its own name or in the name of the Client, to the extent that it is

considered necessary or desirable for the performance of the assignment. The Client is bound by the conditions agreed by Catalyst with such third parties, including as to limitation of liability, and indemnifies Catalyst for its payment obligations under engagements with such third parties.

- 5.2 Catalyst is not liable for damage resulting from any act or omission of the third parties meant in article 5.1.

6 | SERVICES

- 6.1 All Services are provided to Catalyst’s best insights and ability and ‘as is’, without any (implicit) warranty, unless the Parties explicitly agree otherwise in writing. All Services are exclusively for the information and benefit of the Client and such Services shall not be disclosed or made available to any third-party without the prior written approval of Catalyst nor can any such party rely thereon. The Client is exclusively responsible for the use of the Services.
- 6.2 The Client is exclusively responsible for the correctness and completeness of any and all data, information, documentation and other materials in whatever form which are provided to Catalyst in any way in relation to any assignment. The Client shall furthermore provide any and all such data, information, documentation, materials, access and cooperation which Catalyst requires in relation to the provision of the Services in a timely manner and adequate way, free of charge.
- 6.3 Any schedules and terms mentioned or agreed by Catalyst, have been described and planned to the best of its knowledge, on the basis of information and circumstances known to Catalyst at that time. Catalyst will make reasonable efforts to adhere to such schedules and terms, however, the mere exceeding thereof shall not be considered an attributable default of Catalyst.

7 | ELECTRONIC COMMUNICATIONS

- 7.1 Electronic communications (e.g. by means of e-mail and internet) between Catalyst and the Client is unencrypted in principle, unless agreed otherwise prior to transmission.
- 7.2 Catalyst is not liable for damage arising in connection with electronic communications.
- 7.3 Whilst Catalyst takes every care that can reasonably be expected of it to ensure the security of the Client’s data and third-party data, Catalyst is not liable for the loss of data or unauthorised data access that may occur in spite of such precautions, or for the loss of data



or unauthorised access to data during transmission through public networks or third-party networks and systems.

- 7.4 The Client agrees to Catalyst's use of electronic data storage services, whether offered by third parties or otherwise. Catalyst is not liable for any damage resulting from the use of such services.

8 | CONFIDENTIALITY AND FILES

- 8.1 All information provided by Client to Catalyst in connection with the assignment, of which Catalyst understands or can reasonably understand that it is confidential (the "**Confidential Information**") will be treated confidentially for a term of two (2) years as of the effective date of the relevant assignment between Parties and in line with Catalyst's normal business practice.
- 8.2 Notwithstanding Article 8.1, Catalyst is (i) allowed to make any disclosures or announcements in its capacity as provider of Services to the Client with the prior written approval of the Client, (ii) allowed to make any disclosures or announcements required by any law, regulation or order of a court or regulatory body, or pursuant to governmental action or necessary in the view of Catalyst to seek to establish any defense in any legal or regulatory proceeding or investigation or otherwise to comply with its own regulatory obligations (iii) not obliged to treat any Confidential Information as confidential when it (a) was in the public domain at or subsequent to the time it provided to Catalyst other than through a breach of Catalyst's confidentiality obligations towards the Client, (b) was already known to Catalyst prior the assignment by the Client, (c) was independently developed by Catalyst or (d) was rightfully disclosed to Catalyst without a restriction by a third-party.
- 8.3 All information of Catalyst in whatever form, of which the Client understands or could have reasonably have understood that it is confidential, shall be kept strictly confidential by the Client.
- 8.4 Catalyst will retain its files and data carriers concerning the assignment for the retention period required by law. At the end of the retention period, Catalyst may destroy documents without notifying the Client.

9 | PERSONAL DATA PROTECTION

- 9.1 To the extent the Client provides personal data ("**Personal Data**") to Catalyst in relation to the assignment, Catalyst shall treat such personal data in conformity with its privacy statement as accessible on www.catalystadvisors.nl and the GDPR.

- 9.2 The Client explicitly warrants that it complies with the GDPR and any other relevant laws and regulations concerning such Personal Data and indemnifies Catalyst in relation to any third-party claims concerning any breach thereof. In case of a Personal Data Breach (as defined in the GDPR) concerning the Personal Data during the term of the assignment, the Parties will notify each other without undue delay and discuss in good understanding prior to any notification in conformity with the GDPR.
- 9.3 Each Party will inform the other Party without undue delay as soon as they become aware of an investigation of a supervisory authority in connection with Personal Data being processed in the course of the assignment.

10 | APPLICABLE LAW AND DISPUTES

- 10.1 The assignment between the Parties and any obligation arising out of or in connection with that assignment shall exclusively be governed by, and construed in accordance with, the laws of the Netherlands.
- 10.2 Disputes between the Parties are subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

These T&C's have been filed at the Dutch Chamber of Commerce on October 17, 2022 under number 34190693 and 86607383 and can be found on the website of Catalyst: www.catalystadvisors.nl

