

1. General

1.1. **Capital Chains B.V.** is a private limited company under Dutch law, having its registered office at Wilgenstraat 13, 5271 JH Sint-Michielsgestel, the Netherlands, and registered with the Chamber of Commerce under number 66835992. These Terms & Conditions can be read on and are available for download at www.capitalchains.com/terms-and-conditions/

1.2. All assignments are accepted and carried out by Capital Chains B.V. only, whereby the provisions of Sections 7:404, 7:407.2, 7:409 and 7a:1680 of the Dutch Civil Code are set aside. Capital Chains B.V. is the only other party to contracts with the client or customer (the '**Client**').

1.3. These Terms & Conditions are applicable to all agreements between Capital Chains B.V. and Client, and also to all new agreements and, furthermore, all acts and legal acts of Capital Chains B.V. with, for or vis-à-vis Client, including non-contractual commitments. All clauses contained in these Terms & Conditions are also made for the benefit of any persons involved in the execution of assignments and / or for the benefit of any persons having any liability in connection therewith.

2. Relationship between Capital Chains B.V. and Client

2.1. Capital Chains B.V. will take efforts to execute the agreement with Client with all required care and expertise. The agreement will be executed for the benefit of Client only. Client shall provide Capital Chains B.V. with all information that may be of importance for the correct execution of the agreement, and also with all information that Capital Chains B.V. may ask for. Client vouches for the accuracy and completeness of all information supplied to Capital Chains B.V..

2.2. Client is deemed to have given the order to any third party called in by Capital Chains B.V. for its benefit. When calling in any third party on behalf of Client, Capital Chains B.V. is authorised to accept a limitation of liability. Applicability of Section 6:76 of the Dutch Civil Code is excluded.

3. Capital Chains B.V.'s liability

3.1. As soon as Client discovers or reasonably should have discovered a possible ground for a legitimate claim, Client shall be required to immediately notify Capital Chains B.V. in writing of the existence of such claim against Capital Chains B.V., supported with documentation and properly substantiated. If Client fails to do so, his rights cease to have effect. Every claim against Capital Chains B.V. ceases to be effective following one year after the notice by Client was made or should have been made, unless the claim has by then been brought before a competent court. Capital Chains B.V. will not be liable to Client as long as Client has not fulfilled his obligations to Capital Chains B.V.. In any such case, the right to terminate the agreement is excluded.

3.2. Any liability on the part of Capital Chains B.V. shall at all times be limited to the amount of the invoice to which the claim relates, but shall never exceed the amount paid out in the relevant case under the liability or professional liability insurance policy or -policies.

3.3. Capital Chains B.V. shall never be liable for any indirect, consequential or trading loss. Capital Chains B.V.'s liability shall never extend beyond that which is provided in these Terms & Conditions, irrespective of whether a claim on account of some agreement or on any other account, such as a wrongful act, is concerned. Any other parties not being Client cannot derive any rights from agreements or from the performance or non-performance of agreements. Client indemnifies Capital Chains B.V. from and against any third-party claims.

3.4. Capital Chains B.V. and Client can communicate with each other via electronic mail during the execution of the assignment. Capital Chains B.V. and Client are not liable to one another for any loss arising from the use of electronic data carriers, including email, texting, memory sticks and the like, on condition that both parties will do everything they may reasonably be expected to do to prevent any risk, such as the spreading of viruses.

4. The Agreement

4.1 The agreement made between Capital Chains B.V. and Client comprises:

4.1.1 Capital Chains' written proposal issued to the Client in connection with the services (the '**Proposal**');

4.1.2 These terms and conditions collectively the '**Agreement**' and shall be interpreted in the above order of priority in the event of any inconsistency or conflict with documents appearing later in the list taking priority over documents appearing earlier in the list

4.2 The Agreement shall be deemed accepted by the Client upon the first of (i) the Client's signature of the Agreement, (ii) the Client's instruction to commence work, (iii) Capital Chains B.V. starting work at the Client's site or (iv) the Client's payment of any agreed fee.

4.3 Variations or additions to the Agreement can be made. However, both Capital Chains B.V. and the Client must agree to the variation or addition in writing.

5. Remuneration

5.1. Capital Chains B.V.'s remuneration is, in principle, calculated from the number of hours worked, multiplied by the applicable (hourly/half-day) rates, plus a flat-rate compensation for office expenses, and plus costs made. Capital Chains B.V. has the right to make interim changes to the (hourly/half-day) rates and the remunerations that it charges. If not communicated in advance, such changes shall also be effective. Capital Chains B.V. shall be entitled at any time to request an advance payment of the remuneration.

5.2. Capital Chains B.V.'s invoices shall be paid within 15 days of the invoice date or, in the event of any shortcoming on the part of Client, without delay. Client does not have the right of setoff or postponement. Client shall be required to provide security and / or make payment if any due and payable receivables by Capital Chains B.V. from Client and / or from any of Client's group companies or minority interests remain unsettled. In any such case, Capital Chains B.V. shall be irrevocably authorised to pledge to itself, on behalf of Client, all of Client's assets that it is in possession of or owes to Client. All judicial and extrajudicial costs incurred by Capital Chains B.V. in connection with the collection of its receivables shall be borne by Client.

5.3. Capital Chains B.V. is also entitled to offset any of its present and / or future conditional and / or reasonably foreseeable receivables from Client against any amount that Capital Chains B.V. owes and / or reasonably will come to owe to Client. For the purpose of the present paragraph, Client also includes any of Client's group companies and / or minority interests.

6. Miscellaneous

6.1. By signing the agreement Client grants permission to Capital Chains B.V. for the automatic processing of personal data collected by Capital Chains B.V., either now or in the future.

6.2. Any present or future intellectual or industrial property rights relating to the performance of the agreement belong or will accrue to Capital Chains B.V. only. Client is not allowed to remove and / or alter any notices of copyrights, trademarks, tradenames and / or any other intellectual or industrial property rights, including any notices regarding the confidential character and regarding secrecy. Without the prior written permission of Capital Chains B.V., Client is not allowed either to reproduce, publish or operate any products of Capital Chains B.V., including any advice, reports, working methods and (model) contracts, all in the broadest sense, whether or not with any third party being engaged, without prior written consent by Capital Chains B.V.

6.3. If any provision of an agreement turns out to be invalid or unenforceable, either in whole or in part, it shall be replaced with a provision that is valid or enforceable, and is of the same tenor and import as its invalid or unenforceable counterpart to the greatest possible extent. Where necessary, the parties shall consult with each other in good faith about the precise wording of any such provision taking the place of the original one.

6.4. This agreement is exclusively governed by Dutch law. Any dispute relating to or in connection with the agreement shall not be made known to any third party and shall be exclusively referred to the competent court in s-Hertogenbosch, the Netherlands, without prejudice to Capital Chains B.V.'s right to refer a dispute to the Netherlands Arbitration Institute in Rotterdam, the Netherlands, in which case the then applicable arbitration rules of that institute shall be applied.

7. Confidentiality

7.1 Capital Chains B.V. agrees not to disclose the confidential information obtained from the Client to anyone unless required to do so by law.

7.2 Capital Chains B.V. shall use the confidential information only for the purpose of the fulfilment of the service as described in the agreement. With one exception, when Capital Chains B.V. represents itself in a legal procedure in which this information would be of crucial importance.

7.3 Unless prior written permission by Capital Chains B.V. is granted to the Client, Client shall limit disclosure of reports, advice or other information to anyone outside its own organisation as long as this information was not intended to inform third parties. Client shall satisfy its obligation by taking affirmative measures to ensure third parties have no access to this confidential information.

7.4 Capital Chains B.V. shall impose the same confidentiality clauses to third parties acting on behalf of Capital Chains B.V. under this agreement.