

GENERAL TERMS AND CONDITIONS

of CBSG Inversio B.V.

Article 1 – Applicability

1. These general terms and conditions apply to all quotations, contracts and services offered, accepted and performed by or on behalf of CBSG Inversio B.V. (hereinafter: **CBSG**).
2. The applicability of the general terms and conditions of any party with whom CBSG enters into an agreement for the provision of its services (hereinafter: **the Client**) is expressly excluded.

Article 2 – Performance of the assignment

1. CBSG carries out all its work on the basis of a best-efforts obligation (“inspanningsverplichting”), unless otherwise agreed in writing. In doing so, CBSG is authorised to engage employees and auxiliary persons (“hulppersonen”).
2. The Client shall provide, in good time, all information necessary for the proper performance of the assignment. Advice provided by CBSG is based on the facts and circumstances known to CBSG at the time the advice is given and cannot be regarded as a guarantee regarding future outcomes or court decisions.

Article 3 – Remuneration and payment

1. Unless otherwise agreed, work shall be carried out at the hourly rates charged by CBSG. CBSG may increase its applicable rate each year with effect from 1 January of the following calendar year by no more than the inflation rate (Consumer Price Index (CPI)) set by Statistics Netherlands, rounded to a multiple of €5.
2. CBSG is at all times entitled to require an advance payment or a cash deposit before commencing or continuing its services.
3. Invoices must be paid within 14 days of the invoice date.
4. In the event of late payment, the Client shall owe CBSG statutory commercial interest and collection costs in accordance with the statutory provisions.

Article 4 – Liability

1. CBSG and its directors shall only be liable for damage insofar as such damage is caused by a director of CBSG personally, and then only insofar as such damage results from willful misconduct or gross negligence (“opzet of grove schuld”) on the part of that director. CBSG shall not be liable for damage caused by its employees or agents (“hulppersonen”).
2. Without prejudice to the provisions of paragraph 1, any liability on the part of CBSG – including that of its directors, its employees and its agents – is limited to a maximum of the amount paid out in the relevant case by CBSG’s liability insurer and/or, in the case of subcontractors, by the liability insurer of the subcontractor concerned.
3. If and insofar as no payment is made under the liability insurance for any reason whatsoever, then the liability of CBSG and its directors, its employees and its agents shall in any event be limited to the fees charged for the relevant assignment during the twelve months preceding the event to which the liability relates, subject to a maximum of €15,000.
4. CBSG, as well as its directors, employees and agents, shall under no circumstances be liable for indirect damage, consequential damage, loss of profit or lost savings.
5. Any claim for damages as referred to in this article shall become time-barred one year after the start of the day following that on which the Client became aware of the damage and the person liable for it.

Article 5 – Confidentiality

CBSG shall not without the Client’s consent disclose to third parties any confidential information obtained in the course of the assignment, unless there is a legal obligation to disclose such information or unless such disclosure is necessary to carry out the assignment.

Confidential is deemed to be any information which the Client has expressly designated as confidential or secret before that information was provided to CBSG and which is not already in the public domain at the time of its disclosure to third parties.

Article 6 – Amendments

CBSG may amend these terms and conditions at any time. The Client shall only be exempt from being bound by the amendment if, within four weeks of becoming aware of the amendment, it notifies CBSG in writing that it does not accept the amendment.

Article 7 – Intellectual property

All intellectual property rights in advice, reports, notes and other documents provided by the Contractor shall remain vested in the Contractor, unless otherwise agreed in writing.

Article 8 – Governing law and disputes

1. The legal relationship between CBSG – including its directors, its employees and its agents – on the one hand, and the Client on the other, shall be governed exclusively by Dutch law.
2. The court in Amsterdam shall have exclusive jurisdiction to hear any dispute between CBSG – including its directors, its employees and its agents – on the one hand, and the Client on the other.

Amsterdam, June 2026