

Containing provisions, regulations and collection conditions for Byrival B.V.

Article 1 – General

- 1.1 In these general terms and conditions, the following definitions apply:
 - Client: the counterparty of the Contractor in an agreement as referred to in Article 2.1
 - Contractor: the private company Byrival B.V. located in Mijdrecht, The Netherlands.
- 1.2 All assignments are exclusively accepted and executed by the Contractor, with the exclusion of Articles 7:404, 7:407 and 7:409 paragraph 2 Dutch Civil Code;
- 1.3 All stipulations in these general terms and conditions are also made for the benefit of all those who work for the Contractor or are engaged by the Contractor.

Article 2 – Applicability

- 2.1 These general terms and conditions form part of all contractual agreements, which lead to the performance of collection activities by the Contractor, of all ensuing and / or related agreements between the Client and the Contractor, or their legal successors, as well as all offers made by the Contractor and / or quotations.
- 2.2 Any stipulations deviating from these conditions shall only be effective if and insofar as the Contractor has explicitly confirmed these to the Client in writing.
- 2.3 If any stipulation, forming part of these general terms and conditions or of the agreement, would be void or is nullified, the remainder of the agreement will remain in force as much as possible and the stipulation in question will be replaced without delay in consultation between the parties by a stipulation that the purport of the original stipulation as closely as possible.
- 2.4.1 The applicability of (possibly) general terms and conditions used by the Client is expressly excluded.

Article 3 – Data and information

- 3.1 The Contractor is only obliged to (further) execute the assignment if the Client has provided all data and information required by the Contractor, in the form and in the manner desired by the Contractor. Extra costs, caused by the Client not providing the required data or information, not timely or not properly, are at the expense of the Client.
- 3.2 The Client is obliged to immediately inform the Contractor about facts and circumstances that may be of importance in connection with the execution of the assignment.
- 3.3 The Client guarantees the correctness, completeness and reliability of the data and information provided by or on behalf of the Contractor.

Article 4 – Execution of the assignment

- 4.1 The Contractor determines the manner in which and by which person(s) the assignment will be carried out, but in doing so respects the wishes expressed by the Client as much as possible.

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- 4.2 The Contractor will carry out the work to the best of its ability and as a professional practitioner acting in a professional manner; The Contractor cannot, however, guarantee the achievement of any result intended by the Client.
- 4.3 Periods within which work must be completed are only deadlines if this has been agreed in writing.
- 4.5 The contract may - unless it has been established that execution is permanently impossible - not be terminated by the Client due to a time limit, unless the Contractor does not or does not fully execute the agreement within a reasonable period stated to him after the agreed delivery period, unless otherwise agreed in the assignment-agreement.
- 4.6 The Client declares that he is aware of and agrees with the possibility that the Client will act on behalf of a counterparty of the Client for that counterparty against the Client.
- 4.7 If the Client withdraws a collection order, arranges a payment arrangement outside the Contractor, settles a settlement with the debtor, or refrains from further collection processing or, despite notice of default, leaves the Contractor without notice, the Contractor shall be entitled to charge collection costs for the collection as if the claim is fully cashed.

Article 5 - Intellectual property rights

- 5.1 All rights with regard to products of the mind that the Contractor develops or uses in the execution of the assignment, including advice, working methods, (model) contracts, systems, system designs and computer programs, are vested in the Contractor, in so far as these are not already third parties.
- 5.2 Except with the express prior written consent of the Contractor, the Client is not permitted to multiply, reveal or exploit the products of the mind or their recording on data carriers, together with or by involvement of third parties.

Article 6 – Confidentiality

- 6.1 The Contractor is obliged to keep the information and information provided by or on behalf of the Client secret from third parties that are not involved in the execution of the assignment. This obligation does not apply insofar as the Contractor has a legal or professional duty to disclose or the Client has discharged the Contractor from the duty of confidentiality.
- 6.2 If he acts for himself in disciplinary, civil or criminal proceedings, the Contractor is entitled to use the data and information provided by or on behalf of the Client, as well as other data and information that he has taken note of in the performance of the assignment, insofar as this may be of importance in his reasonable opinion. Subject to the express prior written consent of the Contractor, the Client is not permitted to make the content of advice, opinions or other written or otherwise express statements of the Contractor available to third parties or otherwise to make available to third parties, except insofar as this is directly the agreement arises for the purpose of obtaining an expert opinion regarding the relevant activities of the Contractor, the Client is subject to a legal or professional duty to disclose, or if the Client acts for himself in disciplinary, civil or criminal proceedings.

Article 7 – Fees

- 7.1 The Client owes the Contractor a fee in accordance with the rates, calculation methods and working methods customary at the Contractor. Unless otherwise agreed with the Client, the fee shall in any case consist of the handling costs charged by the Contractor as well as the extrajudicial collection costs and statutory interest charged by the Contractor to the debtor.

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Article 8 – Payment

- 8.1.1 Payment must be made in advance and without any deduction, discount or setoff in euros by payment or transfer to the bank account specified on the invoice within the payment term stated on the invoice, in case of failing the Client is in default.
- 8.1.2 The Contractor reserves the right – even during the execution of an assignment, if the financial position or the payment behavior of the Client gives cause for this in the opinion of the Contractor – to demand full or partial prepayment and / or the provision of security, in the absence of which the Contractor is entitled to suspend the fulfillment of his obligations.
- 8.3 The Contractor is entitled to settle outstanding invoices and fees with amounts collected by the Contractor for the Client.

Article 9 – Complaints

- 9.1 A complaint with regard to the work carried out or the invoice must be submitted on penalty of forfeiture of all claims within thirty days after the sending date of the documents or information on which the Client complains, or, if the Client demonstrates that he could not reasonably have discovered failed the defect, within thirty days after the discovery of the defect, in writing to the Contractor to be made known.
- 9.2 A complaint does not suspend the payment obligation of the Client, except insofar as the Contractor has informed the Client that it considers the complaint well-founded.
- 9.3 In the case of a correctly published complaint, the Contractor has the choice between adjustment of the fee charged, the free improvement or re-performance of the relevant work or the complete or partial non-execution or otherwise of the assignment for a refund of the already paid fee in proportion by Client.

Article 10 – Liability

- 10.1 The Contractor is liable to the Client for a shortcoming in the performance of the assignment insofar as the shortcoming consists in not taking into account the care and expertise that may be relied upon in the performance of the assignment. However, Contractor is not liable for:
- damage incurred by the Client or third parties as a result of the provision of incorrect or incomplete data or information provided by the Client to the Contractor or otherwise due to an act of omission of the Client;
 - damage incurred by the Client or third parties as a result of an act or omission of auxiliary persons engaged by the Contractor (not including employees of the Contractor) and technical infrastructure, even if these persons work at an organization affiliated with the Contractor;
 - loss of business, indirect or consequential damage to the Client or third parties.
- 10.2 The exclusions of the Contractor's liability mentioned in the first paragraph do not apply that the damage is the result of intent or gross negligence on the part of the Contractor.
- 10.3 The liability of the Contractor for a shortcoming in the performance of the assignment and for a wrongful act is limited to two times the amount that the Client has paid to the Contractor in accordance with the provisions of Article 7 as fee (excluding VAT) and / or still owed is in respect of the activities to which the event giving rise to the damage relates or to which it relates, with a maximum of five hundred euros (EURO 500,00).

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- 10.4 A claim for compensation of damage must be submitted to the Contractor no later than within three months after the Client has discovered the damage or could reasonably have discovered it, failing which the right to compensation will lapse.
- 10.5 The Client is obliged to hold the Contractor harmless and to indemnify it against all third-party claims - including the shareholders, directors, supervisory directors and staff of the Client as well as affiliated legal entities and companies and others who are involved in the organization of the Client - arising from or in connection with the activities of the Contractor for the benefit of the Client, except insofar as these claims are the result of intent or gross negligence on the part of the Contractor.

Article 11 – Expiration period

- 11.1 Unless otherwise provided in these general terms and conditions, the Client's right of action on any account whatsoever will also lapse to the Contractor in connection with the performance of work by the Contractor in any case after three months after the moment at which the Client became known or could reasonably have been known with the existence of these rights.

Article 12 - Choice of law and forum

- 12.1 Dutch law is exclusively applicable to all agreements between the Client and the Contractor.
- 12.2 Disputes which are not part of the competence of the subdistrict court judge are submitted to the competent court in the place where the Assignee is established.
- 12.3 Contrary to the provisions of the previous paragraph, the Client and the Contractor can jointly opt for another method of dispute resolution.

Byrival B.V.

Januari 3rd, 2024