

General Terms and Conditions Practisafe B.V.

Clause 1. Definitions

Clause means a Clause in these Terms and Conditions. **Practisafe** means the limited liability company Practisafe B.V., with its registered office in the municipality of Utrecht and its principal place of business at Westerkade 7e, 3016 CL, Rotterdam, the Netherlands, registered in the Commercial Register under Chamber of Commerce number: 52744051. **Partial Order** means a partial order or partial agreement granted under the Agreement. **Agreement** means the agreement concluded by the Parties pursuant to which Practisafe shall perform and/or supply services and/or products at the request of the Client. **Order** means the services and/or products Practisafe shall perform under the Agreement. **Client** means a natural person or legal entity or a legal entity governed by public law which has entered into the Agreement with Practisafe pursuant to which Practisafe shall perform and/or supply services and/or products. **Parties** mean both the Client and Practisafe. **Terms and Conditions** mean these general terms and conditions.

Clause 2. General Terms and Conditions

1. Practisafe expressly rejects the applicability of Client's general terms and conditions or those of any of Practisafe's contracting parties.
2. The Terms and Conditions shall apply to any and all of Practisafe's services and products, unless other provisions have been agreed upon pursuant to the Agreement.
3. Practisafe and any person working for it or has worked for it, as well as any person Practisafe deployed in the execution of the Order – if and to the extent Practisafe may be held responsible by the Client for the conduct of such persons, without prejudice to Clause 6 and Clause 7 – shall be subject to the Terms and Conditions.
4. Practisafe may amend the Terms and Conditions at all times provided that (i) the Client will be notified of the modified terms and conditions without delay, and (ii) one or more of the grounds referred to in Clause 14 are found to exist. Following an amendment of the Terms and Conditions as referred to in the sentence above, the Client is entitled to cancel the Agreement by registered letter within 14 days of receipt of aforesaid notification of the amended Terms and Conditions, unless the amendment is not to the detriment of the Client.

Clause 3. General

1. Practisafe's corporate activities include, inter alia, consultancy, management and interim management, training, courses and ICT services for, inter alia, companies and/or bodies governed by public law.
2. Any communications, offers and quotations made by Practisafe, either in writing, orally or electronically, are always subject to contract, revocable and are non-binding upon Practisafe and are valid for a period of 30 days, unless the quotation and/or offer indicates a deviation from this period of validity.
3. Acceptance by the Client of Practisafe's offer and/or quotation will only be binding upon Practisafe if in relation to the relevant offer and/or quotation Practisafe confirms to the Client, either in writing or electronically, that the Parties have entered into an agreement with regards to such offer and/or quotation.
4. Any illustrations, drawings, descriptions, dimensions, weights, (other) technical information, specifications and promotional material of Practisafe are included for illustrative purposes and may deviate from the actual situation.

Clause 4. Fees and payments

1. The fees referred to in offers, quotations and communications, whether made up in writing, orally and/or in electronic form, as well as fees agreed upon with regards to the Agreement, are excluding value added tax and other taxes and duties imposed by public authorities. Such taxes and other duties are subject to compensation by the Client to Practisafe, unless other provisions have been agreed upon pursuant to the Agreement.
2. Without prejudice to any other provisions in these Terms and Conditions, the works performed by Practisafe will be invoiced based on time and costs incurred, unless the provisions in this Agreement provide otherwise.
3. The fees agreed upon with regards to the Order relate to the works expressly covered by the Order and defined in the Agreement and to works performed as additional work, unless other provisions have been agreed upon pursuant to the Agreement. If – as a result of Practisafe's acts or not – a remuneration or price change occurs after the Agreement takes effect, but prior to full completion of the Order Practisafe is entitled to adjust the agreed fee accordingly.
4. All works not expressly covered by and defined in the Order, but which have been performed by Practisafe, shall be reimbursed to Practisafe by the Client within 14 days of the invoice for such works.
5. Unless other provisions have been agreed upon pursuant to the Agreement, payments to Practisafe by the Client shall be made, without the Client being entitled to any deductions, discounts or set-offs, within 14 days of the invoice date.
6. Aforesaid 14 days payment term shall be regarded as the payment due date. In the event Practisafe has not received the payment within the applicable term, the Client shall be deemed to be in default, without any further notice being required.
7. Furthermore, any objections to the invoice shall be submitted within aforesaid term, subject to forfeiture of all rights thereto. However, such objections will not suspend Client's payment obligation and any other obligations of the Client.
8. In case the Order is issued by several Clients and Practisafe is performing or has performed the works for the benefit of such joint Clients, such Clients shall be jointly and severally liable in respect of the Clients' obligations under the Agreement, including but not limited to the obligation to properly fulfil the payment obligations.

9. Prior to and during the execution of the Order, Practisafe is entitled to request the Client to pay an advance for the purpose of setting-off – without being obliged thereto – one or more declarations of expenditure or final declarations of expenditure for the Order. The Client shall immediately comply with such request.

10. At Practisafe's first demand, the Client shall be obliged to immediately provide security to Practisafe towards satisfaction of Client's financial obligations set forth in the Agreement.

Clause 5. Order and its execution

1. All Orders awarded to Practisafe concern commitments to use its best endeavours and expressly do not concern commitments as to results.

2. Practisafe does not provide guarantees for the purpose of the performance of its works, unless the Agreement expressly specifies and sets forth such guarantees. In that case, solely the guaranties shall apply that are expressly specified and exclusively as set forth in the Agreement.

3. If it was agreed between the Parties that the Order will be executed in stages, Practisafe may postpone the performance of its works (including but not limited to the provision of consultancy services) pertaining to a certain stage to a subsequent stage until the Client has approved the results in writing. If Practisafe postpones the works, it shall not be held liable, on whatever grounds, and it shall not be held liable for damages, on whatever grounds, vis-à-vis the Client, and postponement of its works does not constitute a failure to perform.

4. All terms and/or dates with regards to Practisafe's obligations in the Agreement, in one or more of its communications, offers and/or agreements specified or set forth by Practisafe in writing, orally or electronically, are target terms or target dates and therefore do not constitute absolute terms or deadlines.

5. Where Practisafe fails to comply with the terms and/or dates, it will notify its Client thereof as soon as possible in writing. Where Practisafe fails to comply with the terms and/or dates, it has the right to do its utmost in order to perform the relevant works within 30 days. During such period, the Client is not entitled to terminate or cancel the Agreement or to suspend its obligations towards Practisafe.

6. In the event of a delay or extension of the works entailed in the Order, Practisafe is entitled to pass on any additional expenses to the Client if such delay or extension is not directly attributable to Practisafe, without prejudice to the provisions in the previous paragraphs in this Clause. The same applies in the event such delay is the result of the actions of a third party deployed by Practisafe for executing the Order or in the event such delay or extension is the result of additional work.

7. Practisafe shall determine the way in which and by which of Practisafe's employees and by which third party (if Practisafe deploys a third party) the Order is executed.

Clause 6. Third Parties and Client's cooperation

1. In the event Practisafe considers it necessary to deploy third parties for executing the Order, Practisafe is entitled and has obtained Client's authorisation to deploy third parties for the account and at the risk of the Client.

2. Whenever Practisafe considers it is necessary to do so, it is entitled to charge an advance payment for the works by third parties deployed by it or it wishes to deploy, which the Client is obliged to pay forthwith.

3. In addition to the expenses charged by the third parties deployed by Practisafe for executing the Order, which expenses shall be fully borne by the Client, Practisafe has the right to charge the Client a surcharge on top of such expenses. Within 30 days of invoicing, the Client shall reimburse to Practisafe the expenses charged by the third parties deployed by Practisafe for executing the Order, inclusive of the surcharge.

4. Practisafe is not liable and responsible in respect of failures and conduct (including any omissions) on the part of third parties deployed in the execution of the Agreement, without prejudice to Clause 7.

5. Any guidance and/or instructions by Practisafe to the third party is exclusively given on behalf of and under the responsibility and at the risk of the Client.

6. Practisafe shall not be responsible or be held liable for failures on the part of third parties deployed by it on behalf of the Client.

7. Practisafe is authorised by the Client to accept on Client's behalf any limitations of liability stipulated by such third parties.

8. If, according to Practisafe, third parties' cooperation is necessary to execute the Order, the Client shall require – at its expense and risk – the third parties to agree with Practisafe's works in advance and to cooperate in Practisafe's works in a timely and proper manner, including but not limited to site visits, audits, inspections and using en processing their information in the context of the execution of the Order.

9. In the event third parties fail to cooperate in a timely and/or proper manner, Practisafe shall be authorised to suspend its works, without it being obliged to do so, without constituting a failure on the part of Practisafe and without Practisafe being held liable, on whatever grounds, or held liable for damages, on whatever grounds, notwithstanding Practisafe's other rights, including but not limited to the right to compliance with the Agreement and/or the Terms and Conditions and the right to damages.

10. In the event Client's cooperation in or for the benefit of the execution of the Order is deemed necessary by Practisafe, the Client shall – at its expense and risk – grant full cooperation at Practisafe's demand and without undue delay.

11. In the event Practisafe requires the Client to provide information and/or data for the benefit of the Order and for the execution of the Order, the Client shall provide such information and/or data to Practisafe, at its expense and risk and without undue delay. At Practisafe's request and without undue delay, the Client is obliged, at its expense and risk, to provide Practisafe with information and data Practisafe deems appropriate for the execution of the Order, in the form and manner of Practisafe's choice.

12. The Client guarantees the correctness and reliability of the information and data it supplied to Practisafe, even if such information and data originates from third parties. The Client shall indemnify Practisafe against damage incurred due to incorrect or incomplete information and/or data.
13. If, according to Practisafe, onsite visits are necessary for the execution of the Order, the Client shall render all necessary cooperation to do so and the Client shall require third parties to render their cooperation (if third-party cooperation is required), at the expense and risk of the Client.
14. If according to Practisafe onsite visits are necessary for the execution of the Order, the Client shall ensure, at its own expense and risk, that Practisafe can carry out its works in a safe and responsible manner. The Client must provide for an appropriate workplace complying with all stipulated statutory occupational health and safety requirements and other regulations applicable to working conditions.
15. If, according to Practisafe, onsite visits are necessary for the execution of the Order, the Client shall ensure, at its own expense and risk, that Practisafe has access to an office space and other facilities which in Practisafe's opinion are necessary or useful for the execution of the Agreement and which comply with all statutory and other requirements in that respect.
16. Further to the previous paragraph of this Clause and with regard to the computer facilities and other facilities, the Client shall ensure – at its own expense and risk – the continuity and security of the computer facilities and other facilities, for example by ensuring adequate back-up, sufficient security and by applying proper virus control procedures.
17. Further to paragraph 14 of this Clause, if Practisafe is required to comply with special regulations and/or wear special clothing for conducting safe and responsible onsite visits and executing the Order, the Client must inform Practisafe of the relevant regulations and provide it with clothing at its own expense and risk.
18. In the event the Client fails to fulfil its obligations under the Terms and Conditions and/or the Agreement in a timely and/or proper manner, Practisafe shall be authorised to suspend its works, without it being obliged to do so, without constituting a failure on the part of Practisafe and without Practisafe being held liable, on whatever grounds, or held liable for damages, on whatever grounds, notwithstanding Practisafe's right to compliance with the Agreement and/or the Terms and Conditions.
19. The Client will indemnify Practisafe against all claims made by whomsoever resulting from third parties' and/or Client's failure to cooperate or resulting from the actions (including omissions) of third parties and/or the Client. In such cases, Client shall bear all costs resulting from such claim, including any settlement costs, litigation costs, any costs of Practisafe's legal support and any other related costs.

Clause 7. Liability

1. Insofar as Practisafe performs actions or works on behalf of the Client or to execute the Order, such works shall be performed at the expense and risk of the Client.
2. Practisafe shall not be held liable, on whatever grounds, or held liable to pay damages, on whatever grounds, for any loss or damage unless the Client demonstrates that the loss or damage has directly arisen through wilful recklessness or intent on the part of Practisafe.
3. Practisafe's liability, on whatever grounds, and obligation to pay damages, on whatever grounds, will not exceed the amount the Client has paid to Practisafe in respect of the Order, or – in the event of a Partial Order – the part thereof, in respect of which the liability has arisen, up to a maximum of EUR 10,000, with a series of claims and damage relating to each other, arising from each other or resulting from the same cause being considered as one case.
4. Only to the extent the Client is a beneficiary of protection pursuant to Sections 233 and 234 of Book 6 of the Dutch Civil Code and if in that connection it is irrevocably determined in legal proceedings that the aforementioned limitation of liability and/or obligation to pay damages is unreasonably onerous and in that connection it is irrevocably established in legal proceedings that the aforementioned limitation is annulled, or – insofar the Client is protected by the restrictive effect of the principle of reasonableness and fairness – only if it is irrevocably determined in legal proceedings that aforementioned limitation of liability and/or obligation to pay damages should be disapplied due to the restrictive effect of the principle of reasonableness and fairness, Practisafe's liability (on whatever grounds) and any obligation to pay damages (on whatever grounds) will in each case not exceed the amount actually disbursed in the relevant case under Practisafe's applicable liability insurance(s), plus the policy excess amount in the relevant case under the applicable policy conditions, with a series of claims and damage relating to each other, arising from each other or resulting from the same cause being considered as one case.
5. The sum insured by Practisafe under the applicable liability insurance(s) currently covers material damage of EUR 500,000 per claim subject to a maximum of EUR 1,000,000 per year. Further information on the contents of the policy conditions will be provided upon request.
6. In the event of a reduction of aforementioned sum insured and of the maximum, the Terms and Conditions will be amended in this respect, the Client will be notified accordingly and the Client will be entitled to terminate the Agreement within 14 days of aforementioned notification, without being entitled to damages and to reimbursement of costs and fees. In the event of termination, Practisafe shall be entitled to at least the amounts it has invoiced and to be invoiced with regards to the works performed under the Agreement up to the termination.
7. In the event paragraph 3 of this Clause is nullified or disapplied, as referred to in paragraph 4 of this Clause, and no disbursement shall be made as referred to in paragraph 4 of this Clause, Practisafe's liability (on whatever grounds) and obligation to pay damages (on whatever grounds) shall not exceed EUR 20,000, with a series of claims and damage relating to each other, arising from each other or resulting from the same cause will be considered as one case.
8. The damage to property to be compensated by Practisafe, on whatever grounds, will never exceed the properties' invoice value which the Client will need to demonstrate, in the absence of which the damage to property to be compensated by Practisafe, on whatever grounds, will never exceed the market value which the Client will need to demonstrate at the time the damage occurred.

9. Under no circumstances will Practisafe be liable, on whatever grounds, and obliged to pay damages, on whatever grounds, for any type of consequential damage, including but not limited to damage resulting from a delay in the execution of the Order, loss of Client information, loss of profits, loss of turnover and damage to Client's or third parties' reputation or goodwill and damage to third parties.

10. The Client shall indemnify Practisafe against any damage, costs and other claims of third parties and/or service providers under the direct management and ultimate responsibility of the Client, suffered, incurred and arisen as a result of or in connection with the performance rendered by Practisafe vis-à-vis the Client, except for the damage, costs and other claims of third parties that have arisen directly as a result of intent or gross negligence on the part of Practisafe and/or its employees. In such cases, Client shall bear all costs resulting from such claims from third parties and/or service providers, including any settlement costs, litigation costs, any costs of Practisafe's legal support and any other related costs.

11. The Client shall indemnify Practisafe against all third-party claims deriving from the use of Practisafe's services by the Client and/or Client's lack of compliance with any obligation under the Terms and Conditions or the Agreement vis-à-vis Practisafe. In such cases, Client shall bear all costs resulting from such claim, including any settlement costs, litigation costs, any costs of Practisafe's legal support and any other related costs.

12. At all times, the Client shall remain fully responsible for its decision-making practice and management and policy competences, to prevent liability (on whatever grounds) and liability for damages (on whatever grounds) on the part of Practisafe for any of the Client's decision-making practices and management and policy competences, based on Practisafe's work under the Order or not.

13. Under no circumstances shall Practisafe be held liable (on whatever grounds) and obliged to pay damages (on whatever grounds) in the event of force majeure, including, without prejudice to Section 75 of Book 6 of the Dutch Civil Code, but not limited to damage: (i) directly or indirectly caused by the actions of Practisafe's or third parties' supplier, (ii) directly or indirectly caused by war, riots, fire, explosion, flooding, weather conditions, strikes, labour occupation, the unavailability of one or more members of Practisafe's staff, shortage of raw materials, systems and materials obtained by Practisafe from its suppliers, government measures, force majeure of Practisafe's suppliers, power outage, malfunction of the internet, application failures, failures of the server Practisafe is using, computer network or telecommunication facilities failures, compliance with laws and regulations relating to the profession and other regulations.

14. In the event of force majeure, Practisafe's obligations will be suspended. In the event Practisafe is unable to fulfil its obligations due to force majeure during a period exceeding 30 calendar days, the Client and Practisafe will both be entitled to terminate the Agreement without judicial intervention and without the Client being entitled to damages in that case.

15. In the event of a cancellation obligation following termination, Practisafe will in each case be entitled to at least the sum it has invoiced and will invoice to the Client with regards to the works performed under the Agreement up to the termination, without prejudice to the foregoing paragraph. Insofar, by virtue of the law, Practisafe is entitled to a sum exceeding the sum referred to in the previous sentence, Practisafe will also be entitled to such exceeding sum in the event of a cancellation obligation following termination.

16. The Client no longer has the right to invoke a defective performance if it has not complained on the matter to Practisafe by registered letter or electronically within 30 calendar days from the day the Client discovered or should reasonably have discovered the defect.

17. Without prejudice to the provisions of the previous paragraph in this Clause, all of Client's rights in respect of Practisafe's liability, on whatever grounds, and obligation to pay damages, on whatever grounds, will lapse in any case twelve months after the event giving rise to Practisafe's liability, on whatever grounds, and obligation to pay damages, on whatever grounds, unless the law provides for a shorter time-limit, in which case such shorter time-limit will apply.

Clause 8. Proper functioning of ICT applications

1. Practisafe cannot warrant that its websites, software, applications and equipment will always function error-free.
2. A force majeure situation exists in the event Practisafe's website, software, applications and equipment fail to operate correctly or the operation thereof slowed down, without prejudice to paragraph 13 of Clause 7.
3. Practisafe will not be liable (on whatever grounds) and shall not be obliged to pay damages (on whatever grounds) for the security of Client data stored in Practisafe's systems or in systems used by Practisafe.

Clause 9. Intellectual property

1. Intellectual property rights which Practisafe has made available to the Client in any manner whatsoever and which have arisen as a result of or during the execution of the Order will exclusively accrue to Practisafe.
2. The Client will only acquire non-exclusive user rights and powers to any intellectual property rights accruing to Practisafe to the extent and as expressly granted by Practisafe to the Client in writing and only under the conditions and restrictions thus agreed.
3. Practisafe is authorised to take technical actions to protect its intellectual property. If the Client has obtained explicit authorisation to use the intellectual property, such actions will not impede such usage. The Client is not authorised to remove or circumvent such protection. Such technical actions may include inter alia user access systems. The Client shall treat access data in strict confidence and use them only for the purpose for which they have been provided as communicated in writing by Practisafe to the Client. Furthermore, in the event persons are using such access codes on Client's behalf, the Client warrants they shall treat such access codes strictly confidential and they shall use them only for the purpose for which they have been provided as communicated in writing by Practisafe to Client.
4. Client shall indemnify Practisafe against third-party claims against Practisafe based on infringement by Client of those third-party intellectual property. In such cases, Client shall bear all costs resulting from such claim, including any settlement costs, litigation costs, any costs of Practisafe's legal support and any other related costs.

Clause 10. Processing of personal data

1. Where relevant under the agreements concluded between the Parties, the parties shall ensure the lawful processing of personal data in accordance with the relevant laws and regulations governing the protection of privacy, in particular laws and regulations implementing the EU General Data Protection Regulation.
2. The Client warrants that it will only lawfully enter personal data into Practisafe's systems.
3. The Client shall indemnify Practisafe against all third-party claims resulting from infringement of the aforementioned laws and regulations. In such cases, Client shall bear all costs resulting from such claim, including any settlement costs, litigation costs, any costs of Practisafe's legal support and any other related costs.

Clause 11. Dutch Foreign Nationals Employment Act

1. The Client shall comply with the Dutch Foreign Nationals Employment Act.
2. If Practisafe deploys a third party for the execution of the Order or visits a third party on location, the Client shall ensure compliance with the Dutch Foreign Nationals Employment Act by such third party.
3. The Client shall indemnify Practisafe against claims against Practisafe on account of one or more acts, conduct and/or omissions on the part of the Client and/or third parties in violation of the Dutch Foreign Nationals Employment Act. In such cases, Client shall bear all costs resulting from such claim, including any settlement costs, litigation costs, any costs of Practisafe's legal support and any other related costs.

Clause 12. Electronic messages, registered mail and other mail

1. With respect to the Agreement, Practisafe may request the Client to communicate with Practisafe using electronic messages.
2. Electronic messages to Practisafe must be directed to the email address info@practisafe.com, unless Practisafe expressly informs the Client in writing that the electronic messages may also be directed to another email address expressly specified by Practisafe to the Client in writing.
3. Mail addressed to Practisafe must be sent to the address Westerkade 7E, 3016 CL, Rotterdam, the Netherlands, unless Practisafe expressly informs the Client in writing that it may also be addressed to another postal address expressly specified by Practisafe to the Client in writing.
4. Practisafe will not be liable for any damage arising from the use of electronic messages, registered mail or any other means of communication by the Parties.
5. Failure to deliver or late delivery of messages and/or communications from or on behalf of the Client to Practisafe, shall remain at Client's risk and expense at all times, whether or not such failure to deliver or late delivery is the result of Practisafe's instructions and/or communications.
6. The Client must demonstrate that messages and/or communications from or on behalf of it have been properly delivered to Practisafe, whether or not failure to deliver or late delivery is the result of Practisafe's instructions and/or communications.

Clause 13. Miscellaneous

1. In addition to the statutory provisions allowing for termination, Practisafe will be entitled to termination as soon as the Client is declared bankrupt, enters into a debt management arrangement, is placed under administration or if it otherwise loses the power to dispose of its assets or parts thereof. The same applies if Practisafe fears that the Client will not fulfil one or more of its obligations under an Agreement and the Client does not provide adequate security for the fulfilment of Client's obligations at Practisafe's first demand.
2. The Client will not be entitled to damages in the event Practisafe terminates the Agreement, on whatever grounds. Clause 7 paragraph 15 applies mutatis mutandis. Termination, on whatever grounds, by Practisafe shall not prejudice Practisafe's right to damages or any other rights of Practisafe.
3. The limitation period applicable to the Client to annul provisions in the Agreement concluded with Practisafe and/or in the Terms and Conditions will be one year from the day following the day on which the clause was invoked or could have been invoked, unless the law provides for a shorter limitation period, in which case the shorter limitation period shall apply.
4. For the Client, all limitation periods applicable in a dispute between the Parties shall be reduced to one year, unless the law provides for a shorter limitation period than one year, in which case the shorter limitation period shall apply to the Client.
5. In the event of annulment or nullity of any provision in the Terms and Conditions or a part thereof, the other provisions in the Terms and Conditions shall remain in full force and effect, and the annulment or nullity shall only affect those parts for which the annulment has been successfully invoked in legal proceedings or for which nullity has been established.
6. Practisafe's failure to enforce or invoke a provision in the Terms and Conditions will by no means imply that Practisafe waives its right(s).
7. The Client is prohibited from setting off any amounts payable to Practisafe, on whatever grounds, against any existing or future claims of Practisafe against the Client.
8. The Client is prohibited from suspending any obligations towards Practisafe.
9. The Client is prohibited from assigning existing or future claims against Practisafe to third parties, unless Practisafe has expressly stated in writing that the Client is permitted to do so.
10. The Client is prohibited from hiring or soliciting Practisafe's employees for direct or indirect employment, whether or not in an employed capacity and whether or not employed on a permanent basis, unless twelve months have elapsed following termination of the Agreement, the Client has duly fulfilled all its obligations under the Agreement and the Order has been executed by Practisafe. The foregoing prohibition does not apply if Practisafe expressly gives Client its written consent to hire or solicit Practisafe's employees for direct

or indirect employment, whether or not in an employed capacity and whether or not on a permanent basis.

11. Insofar as the Parties have agreed one or more penalty clauses in one or more agreements for the benefit of Practisafe and against the Client in respect of the Client's obligations, all penalties will be cumulative, will serve only as an inducement to comply and shall not prejudice Practisafe's other rights, including but not limited to the right to compliance and the right to damages for non-compliance. The foregoing implies, inter alia but not exclusively, that apart from enforcing the penalty (or penalties) Practisafe may also require compliance and, inter alia but not exclusively, demand that the payable penalties shall not be deducted from any damage incurred by Practisafe.

Clause 14. Grounds for amending the Terms and Conditions

The grounds referred to in Clause 2, paragraph 4 are as follows:

- a) if a change occurs to Practisafe's information stated in the Terms and Conditions;
- b) if a change occurs to Practisafe's legal form or corporate structure;
- c) if a change, expansion or modification occurs to Practisafe's products and/or services or if a change occurs to the costs, as stated in the Terms and Conditions, of Practisafe's products and/or services;
- d) if Practisafe changes the prices of its products and/or services;
- e) if Practisafe changes Client's obligations applicable under these Terms and Conditions;
- f) if Practisafe is forced to amend the Terms and Conditions pursuant to laws and/or regulations or in order to comply with laws and/or regulations, or if changing the Terms and Conditions will allow Practisafe to comply with the laws and/or regulations more effectively;
- g) if an amendment of the Terms and Conditions is required to take out Practisafe's insurance policies, for coverage extension of Practisafe's current insurance policies, to switch to another insurer, or if the relevant insurer with which Practisafe has taken out insurance requests for an amendment of the Conditions;
- h) if Practisafe changes the choice of law or choice of court as referred to in Clause 15.

Clause 15. Governing law and competent court

Any legal relationship between the Client and Practisafe will be governed by Dutch law and the Court of Midden-Nederland, location Utrecht, the Netherlands, shall have exclusive jurisdiction to hear the dispute between the aforementioned Parties, including the Parties requesting provisional measures in preliminary relief proceedings.