

LEDGER LEOPARD B.V. GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

1. These are the General Terms and Conditions of Ledger Leopard B.V. In these General Terms and Conditions, the underlined definitions below have the meanings assigned to them as shown, in both singular and plural forms.

General Terms and Conditions: these General Terms and Conditions.

Client: the Party with which or with whom Ledger Leopard has entered into an Agreement.

Third Parties: parties other than the Parties.

Services: the work performed by Ledger Leopard at the behest of the Client and/or the provision of software and/or the Platform 'as a service' (SaaS) as specified in the Agreement as 'Contract Extras'.

Errors: fundamental failure by Ledger Leopard Software to meet the functional specifications expressly agreed between the Parties in writing. Errors can only be designated as such if the Client can demonstrate this and these can be replicated by Ledger Leopard.

Intellectual Property Rights: all intellectual property rights and related rights, e.g. patents, including all upgrades, classes, continuations thereof and extensions thereto, copyrights, user models, registered and non-registered designs, database rights, trademarks, trade names, domain names and other types of protections granted under the law for inventions, models, designs, software, trade secrets or technical information in any form whatsoever, and the applications developed, acquired, registered and created thereon in another manner.

Ledger Leopard: the private limited liability company Ledger Leopard B.V., listed in the Commercial Register under number 69692270.

Ledger Leopard Online Statements: the statements and disclaimers concerning the use of the Ledger Leopard website and the Ledger Leopard Privacy and Data Protection Policy, as published on the website(s) of Ledger Leopard and/or the Platform. Ledger Leopard Software: the software developed by Ledger Leopard, including the Platform, applications (including web applications), the related documentation, design features, interfaces, layout, and other items, which are, or may be, provided to the Client by Ledger Leopard for the purpose of the performance of the Agreement.

Contract Extras: the work or other services performed or to be performed by Ledger Leopard which fall outside the nature and/or scope of the work and/or services initially agreed to under the Agreement and/or which relate to any amendments thereto.

Parties: The Client and Ledger Leopard

Agreement: the Agreement entered into between Ledger Leopard and the Client. Platform: the web-based platform known as the 'Ledger Leopard Platform', which will be made available, or may be made available, by Ledger Leopard to the Client for the performance of the Agreement.

Period: the period agreed by Ledger Leopard and the Client within which the Services are to be completed.

Representative: the party authorised to enter into an Agreement on the Client's behalf and/or act on the Client's behalf.

2. APPLICABILITY

1. These General Terms and Conditions apply to all Agreements and Services, and all other acts (including legal acts) performed by Ledger Leopard for or for the benefit of the Client, irrespective of whether such acts were performed or established verbally, in writing, electronically or in any other form.
2. Any departures from, and additions to, these General Terms and Conditions and/or the Agreement are valid only if they have been agreed between the Parties in writing.
3. Any use of all web pages under the domain name www.ledgerleopard.com and all other domain names linked to Ledger Leopard and all Services provided by Ledger Leopard are subject to the Leopard Online Statements.
4. Due to the specific nature of the provisions of the Agreement, these provisions may depart from the provisions of the General Terms and Conditions. The provisions of the Agreement which conflict with the General Terms and Conditions prevail over the provisions of the General Terms and Conditions.
5. If any of the provisions of the General Terms and Conditions shall be determined to be invalid, unlawful or unenforceable to any extent, this will not affect the applicability of the other provisions. In such an event, Ledger Leopard will set new terms and conditions which shall match the purpose and purport of the invalid, unlawful or unenforceable provision as closely as possible.
6. Once these General Terms and Conditions have been applicable to any legal relationship between Ledger Leopard and the Client, the Client will be deemed in advance to have agreed to the applicability of the General Terms and Conditions to Agreements subsequently entered into and to be entered into.
7. Any information relating to the Client, including Agreements and commitments entered into by Ledger Leopard, will prevail, unless evidence to the contrary is provided by the Client.
8. Ledger Leopard expressly excludes the applicability of any general terms and conditions (including terms of purchase) of the Client.
9. Ledger Leopard will be authorised to amend the General Terms and Conditions and will apply the new Terms and Conditions thirty (30) days following notification. The amendment will be communicated to the Client through the Ledger Leopard website or in another manner.
10. All obligations arising from these General Terms and Conditions for the Client shall also apply, *mutatis mutandis*, to the Client's employees, and the Client will ensure that its employees fulfil these obligations.

3. NEGOTIATION OF THE AGREEMENT

The Agreement will be deemed to be in place as soon as the Client's engagement has been accepted by or on behalf of Ledger Leopard either explicitly or implicitly. All offers and proposals made by Ledger Leopard are free from obligation, unless explicitly stated otherwise in writing. All Agreements entered into by the Client shall be binding and

cannot be revoked by the Client. The Representative and the Client warrant that the Representative is fully authorised to represent the Client in the negotiation of the Agreement.

4. PERFORMANCE OF THE AGREEMENT

1. Unless otherwise provided for in these General Terms and Conditions, Ledger Leopard will determine the manner in which, and the individual(s) by whom, the Agreement is to be performed. If the individuals provided for under the Agreement are to perform the Agreement, Ledger Leopard will make every reasonable effort to ensure that these individuals will perform the Agreement.
2. Ledger Leopard will endeavour to deliver and/or perform the Agreement within the agreed Period and in accordance with the agreed specifications without any Contract Extras. However, all Periods stated

merely serve as guidelines and therefore never constitute strict deadlines, unless explicitly otherwise agreed in writing.

3. Ledger Leopard will endeavour to deliver and/or provide the Services in accordance with the agreed specifications with the exclusion of any explicit or tacit guarantees of any nature whatsoever. In particular, Ledger Leopard does not guarantee:
 - a. that the Services and/or the Ledger Leopard Software will work without interruption and will be free of viruses and Errors and/or defects, and that any defects that do occur will be remedied;
 - b. that no Third Parties will use the systems required for the Services for unlawful purposes;
 - c. that Ledger Leopard Software is suitable for de facto and/or proposed use by the Client.
Ledger Leopard will not be liable in such cases for any loss or damage in any form whatsoever arising therefrom.
4. The Client accepts that, if Ledger Leopard Software is supplied, this will solely contain the features and other properties found by the Client at the time of use (*as is*), i.e. containing all visible and invisible Errors and defects. Ledger Leopard will not be liable for any loss or damage in any form whatsoever arising from Errors and/or defects in the Services provided.
5. In the event of any Errors in the Services provided, Ledger Leopard will make every effort to provide and/or perform the Services within a reasonable period and in accordance with the agreed specifications. In the event of any Errors, the Client will not be entitled to any compensation for damage or rescission of the Agreement.
6. Ledger Leopard will remedy any Errors made in the Ledger Leopard Software if these have been reported to Ledger Leopard, detailed in writing, within three (3) months following the delivery of the Ledger Leopard Software.
7. Ledger Leopard will not be required to remedy any Errors arising on expiry of the warranty period referred to in Article 4.6.
8. Ledger Leopard will be authorised to temporarily deactivate the Services, e.g. for the maintenance or modification of the Services, without the Client being entitled to any right to compensation from Ledger Leopard. In such situations, Ledger Leopard will inform the Client in advance.
9. Ledger Leopard is entitled to (temporarily) deactivate the Services and/or restrict the use of such Services, or to withhold the Services or provide them only on a limited basis if the Client fails to fulfil an obligation toward Ledger Leopard under the Agreement or acts in contravention of these General Terms and Conditions.
10. Ledger Leopard will be authorised to improve the Services as it sees fit and to always adapt these Services to the state of the art and trends in the market, without the Client being entitled to any right to compensation for damage or rescission. If these adjustments were to cause inconvenience to the Client, Ledger Leopard will inform the Client of such a situation in advance.
11. In the event the Services and/or the Ledger Leopard Software are unavailable due to disruptions, maintenance or other causes, Ledger Leopard will endeavour to inform the Client of the nature and expected duration of the disruption.
12. The purchase of new software, licenses, hardware and the like, as well as any repairs carried out at Third Parties necessary for the provision of the Services, will not be included in Ledger Leopard's standard rates and will be charged to the Client.

5. CONTRACT EXTRAS

1. Ledger Leopard is exclusively authorised to determine whether any Contract Extras are required and/or whether the requested services and/or work fall within the Agreement signed between the Parties. Ledger Leopard will support its decision as to whether Contract Extras are required with reasons, and will do so in writing.
2. If Ledger Leopard carries out Contract Extras at the request of or with the prior consent of the Client, the latter will compensate such Contract Extras based on the standard rates charged by Ledger Leopard.
3. Ledger Leopard will not be obliged at any time to honour any requests by the Client to carry out Contract Extras and may require that a separate, written contract be signed for this purpose.
4. The Client accepts that, as a result of Contract Extras, the agreed and/or expected time of delivery of the Services, and any price agreed in advance, may be affected and/or modified.
5. The fact that Contract Extras occur (or the demand for Contract Extras arises) during the performance of the Agreement will not constitute grounds for the Client to cancel or rescind the Agreement and/or claim compensation.

6. TIME FRAME

1. All dates and deadlines specified by Ledger Leopard have been determined, to the best of Ledger Leopard's knowledge, based on the details which were known to Ledger Leopard on entering into the Agreement, and will be taken into account to the extent possible. The Time Frame specified by Ledger Leopard and/or agreed between the Parties merely constitute target dates which will never be binding on Ledger Leopard; this Time Frame is approximate only. Ledger Leopard will make every effort to comply with the Time Frame, including deadlines (strict or otherwise). Even if a Time Frame has been designated as a strict deadline, Ledger Leopard will not be bound by such deadline if it cannot be met due to force majeure.
2. Ledger Leopard will not be bound by any deadlines, strict or otherwise, if the Client has requested a change in the approach to the performance of the Agreement.
3. The sole failure to meet a Deadline specified by Ledger Leopard or agreed between the Parties (designated as strict or otherwise) will not constitute default on the part of Ledger Leopard. In any case, Ledger Leopard will only be in default due to missing a deadline if the Client has sent Ledger Leopard a written notice of default. Such notice of default shall contain as detailed a description of the default as possible, along with a reasonable time frame for remedying the negligence.

7. PLATFORM

1. If the Client is granted access to, and use of, the Platform by Ledger Leopard, such right will be restricted, non-exclusive and not transferable. Access to the Platform and the license to use the Platform will apply for the term of the Agreement, but may be revoked by Ledger Leopard prior to this date at any time.
2. Ledger Leopard can set a maximum for the amount of storage space or data traffic per month which the Client is entitled to use in relation to the Platform.
3. Ledger Leopard will be authorised to terminate access to the Platform (or parts thereof) and to revoke the Client's license to use the Platform at any time, with immediate effect, before the end of the period and without prior notice, or to suspend it indefinitely, including for the purpose of maintenance, modifications and improvements or to protect and enforce any of Ledger Leopard's rights.

4. Solely individuals employed by or on behalf of the Client and who have been duly authorised by the Client through the Platform will be authorised to access and use the Platform.
5. The Client will be responsible for the use (and misuse) of the Platform and the usernames and passwords used by the Client and its employees. As soon as the Client becomes aware that, or suspects that, unauthorised individuals have gained access to usernames and passwords, the Client shall immediately notify Ledger Leopard by email and telephone. The above applies notwithstanding the Client's personal obligation to immediately take effective measures itself.
6. The Client warrants that, in using the Platform, the appropriate software will be used for the protection against viruses, spyware and other malicious software on the systems used by the Client. In the event of unauthorised use of the Platform or the distribution of a virus, spyware or other potentially harmful software or event ('Incident'), the Client will, immediately on discovering the Incident, however in any event within 24 hours, inform Ledger Leopard by email and telephone. Furthermore, the Client will immediately take appropriate measures to keep any harmful consequences to a minimum. 'Incidents' also include data breaches within the meaning of, or reports by the Client pursuant to, the Dutch Data Breach Notification Act (*Wet Meldplicht Datalekken*).
7. The Client will refrain from storing and/or disseminating (or arranging for a third party to do so on its behalf) harmful content on or through the Platform, including, but not limited to, content which:
 - a. is slanderous, libellous, offensive, racist, discriminatory or incites hatred;
 - b. is erotic or pornographic in nature;
 - c. infringes on the rights of any Third Parties, including, in any event, without being limited to, copyrights, trademark rights and personality rights;
 - d. would entail a violation of the privacy of Third Parties, including, in any event, without being limited to, the dissemination without permission or necessity to do so of third-party personal data or repeatedly bothering Third Parties with such communications, unwanted by said Third Parties;
 - e. contains hyperlinks, torrents or similar data of which the Client is aware, or should be aware, that they direct users to content which infringes on the rights of Third Parties;
 - f. contains unsolicited commercial, charitable or ideological communication, or
 - g. contains malicious content such as viruses or spyware;
 - h. contains personal data within the meaning of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens/Wbpb*). The Client indemnifies Ledger Leopard against any claims from Third Parties arising from or relating to the storage and/or dissemination (by the Client or Third Parties) of the type of data or content specified in this Article.
8. Ledger Leopard will not be liable for any loss, damage or expenses incurred by the Client or any Third Parties of any kind whatsoever, as a result of the Client's use of the Platform, including loss and damage caused by:
 - a. inaccuracy or incompleteness of the information contained on the Platform;
 - b. any disruptions, errors, delays or any other defects in relation to the Platform;
 - c. viruses, spyware and other harmful or malicious software;
 - d. blocking or deactivation of the Platform, temporarily or otherwise, for the purpose of maintenance, modifications or improvements;
 - e. any adjustments of, extensions to or elimination of the Platform or parts thereof;
 - f. acts or omissions on the part of the Client and/or authorised users which are contrary to the obligations arising from or related to the Platform.
9. The Client is responsible for ensuring that its systems and software are compatible with the Platform and the connection required to access the Platform.
10. Ledger Leopard may make a client desk available to the Client in order to assist the latter with any technical questions regarding the use of the Platform. Once this Ledger Leopard client desk is operational, the Client will address any technical questions regarding the Platform in the manner specified by Ledger Leopard.
11. The Client will not be authorised to disclose any data relating to the Platform or operate or otherwise utilise the Platform, with the assistance of Third Parties or otherwise, or to otherwise use it in a manner (including, but not limited to, the storage or reproduction of all or part of the Platform in a different web-based environment, or to add links, hyperlinks or deep links between the Platform and any other web page[s]), without Ledger Leopard's prior written consent.

8. CLIENT'S OBLIGATIONS

1. The Client shall ensure that Ledger Leopard is notified without delay of any facts and circumstances (including data and documents), both at its own initiative and at Ledger Leopard's request, which might be significant to the timely and accurate performance of the Agreement.
2. The Client guarantees the accuracy, completeness, reliability and legitimacy of the data and documents provided to Ledger Leopard, also if these are provided by Third Parties, unless otherwise provided for due to the nature of the Agreement.
3. Any expenses incurred by Ledger Leopard which have arisen by the non-provision, non-timely or non-proper provision of the data and documents specified in Article 8.1, or non-assistance, non-timely or non-proper assistance, will be borne by the Client.
4. The Client warrants that its use of the Services procured is consistent with the purposes agreed between the Parties, does not violate any of the prevailing laws and regulations, does not infringe on any Third-

Party Intellectual Property Rights, nor is unlawful or illegitimate in any other manner.

5. The Client will refrain from engaging in any acts, in the broadest sense of the term, which could potentially affect the reputation of Ledger Leopard, including its Services.
6. The Client indemnifies Ledger Leopard and its suppliers against any and all claims, receivables, losses and/or Third-Party losses incurred either directly or indirectly, arising from the Services, and also indemnifies Ledger Leopard against any and all claims, losses and/or directly and/or indirectly incurred losses on the part of Third Parties in connection with such claims.

9. COMPENSATION AND PAYMENT

1. The Client will be liable to pay Ledger Leopard the compensation agreed between the Parties in the Agreement. The fees will be charged to the Client on a monthly, quarterly or annual basis, by period or following delivery and/or completion of the Services.
2. All amounts payable to Ledger Leopard will be in euros, unless explicitly stated otherwise, and will be exclusive of Dutch VAT and other charges.
3. Ledger Leopard will be authorised at all times to request an advance payment of the fees.
4. In the event of periodic payments, Ledger Leopard will be authorised to modify these fees on an occasional basis. Ledger Leopard will communicate any price changes within

- two (2) months. If the Client does not agree to this price increase, it will be authorised to terminate the Agreement in writing within fourteen (14) days following notification of the price change. The Services will then be terminated on the date when the new rates become applicable.
5. Ledger Leopard will always charge the amounts payable by sending the Client an invoice. The amount invoiced by Ledger Leopard may vary from previous estimates or quotations.
 6. The Client shall pay the amounts payable to Ledger Leopard without the Client being entitled to any deductions, discounts or set-off, within 15 days of the date of invoice.
 7. If the Client fails to pay within the period specified in Article 9.6, Ledger Leopard will be authorised, without any further notice of default being required and notwithstanding Ledger Leopard's other rights, to charge the Client the statutory commercial interest (pursuant to Section 119a of Book 6 of the Dutch Civil Code) from the due date until the date when full payment has been received by Ledger Leopard.
 8. All reasonably incurred court and out-of-court expenses (including collection charges) incurred by Ledger Leopard as a result of failure by the Client to fulfil its payment obligations will be borne by the Client.
 9. If Ledger Leopard believes the Client's financial position or payment behaviour provides cause to do so, Ledger Leopard will be entitled to demand that the Client make a full or partial advance payment and/or provide additional security in a manner to be determined by Ledger Leopard. If the Client fails to make the advance payment and/or provide the required security, Ledger Leopard will be authorised, notwithstanding any of its other rights, to immediately suspend the further performance of the Agreement, and the amounts the Client will be liable to pay Ledger Leopard at that time of any kind whatsoever will be immediately due and payable.

10. RIGHT OF SUSPENSION

Ledger Leopard will be authorised at all times to suspend fulfilment of all its obligations, including the issue of documents or other items to the Client or any Third Parties, until such time as all claims against the Client have been satisfied in full.

11. INTELLECTUAL PROPERTY RIGHTS

1. The Intellectual Property Rights associated with the Platform, Ledger Leopard Software and the rights related to the results of the Services are vested exclusively in Ledger Leopard and/or its licensor(s). The Client will only acquire the rights and licenses granted to it under the Agreement.
2. Ledger Leopard reserves all rights related to Intellectual Property Rights. All Intellectual Property Rights which Ledger Leopard uses or has used or develops or has developed prior to, during or after the performance of the Agreement or arising therefrom, are vested exclusively in Ledger Leopard and/or its licensor(s).
3. The Client will not be permitted to reconstruct, create, repair, share, offer, copy or alter the source code for the Platform and/or the Ledger Leopard Software and/or use it for any purposes other than those specified in the Agreement.
4. The Client will be expressly prohibited from copying, disseminating and exploiting products subject to Ledger Leopard Intellectual Property Rights or products for which Ledger Leopard has acquired the Intellectual Property Rights, including, but not limited to, computer software applications, system designs, procedures, advice and recommendations, contracts (including model contracts) and other intellectual properties belonging to Ledger Leopard, in the broadest sense of the term.
5. For the purpose of the performance of the Agreement on behalf of the Client and/or Ledger Leopard clients, Ledger Leopard will be authorised to use, further develop and share the knowhow, experience and general skills acquired by Ledger Leopard as a result of the performance of the Agreement.

12. CONFIDENTIALITY

1. Both Parties warrant that all information and data of a confidential nature received from the other Party prior to and after entering into the Agreement will remain confidential. Information will be deemed confidential in any event if this has been designated as such by either Party.
2. Ledger Leopard and the Client will both refrain from posting, and/or instructing others to post, negative comments on various media, including social media and other platforms, including, but not limited to, Facebook, LinkedIn, Twitter, YouTube, Instagram, blogs, forums (including online forums), magazines, newspapers, television, radio and any services and/or products related thereto, which could potentially damage the reputation of the Parties/either Party.

13. SECURITY AND PRIVACY

1. During the performance of the Agreement, the Client warrants that it will not provide any data to Ledger Leopard which qualifies as personal data ('**Personal Data**') within the meaning of the Dutch Personal Data Protection Act ('**Personal Data Protection Act: Wet bescherming persoonsgegevens/wdp**'), without (i) prior written notification by the Client to Ledger Leopard and (ii) a written separate data processing agreement has been agreed by the Parties signed by the Client in its capacity as the Data Controller and Ledger Leopard in its capacity as the Data Processor within the meaning of the Personal Data Protection Act (the '**Data Processing Agreement**'). The Data Processing Agreement shall be subject to these General Terms and Conditions.
2. The Data Processing Agreement will specify the Personal Data and will include terms regarding the processing of the Personal Data, including the purposes for which the Personal Data is to be processed, the security measures implemented, the manner in which the information requirement is fulfilled, and the retention periods for the Personal Data.
3. The Client will provide Ledger Leopard, at its own instigation and in a timely manner, with all data and information Ledger Leopard requires for the fulfilment of its obligations under the Personal Data Protection Act. Ledger Leopard will process the Personal Data only if this is possible within the bounds of the Data Processing Agreement and the Personal Data Protection Act. Ledger Leopard will not store or retain the Personal Data for any other purposes or process it in any other manner.

6. Should a data breach (within the meaning of the Personal Data Protection Act) occur during or after the processing of Personal Data, Ledger Leopard will immediately notify the Client. If and to the extent necessary, the Client will subsequently ensure correct and timely notification to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) and, if applicable, to the appropriate individuals, with Ledger Leopard reserving the right to make these notifications itself.
7. If and when legislation in the Netherlands regarding Personal Data protection – including the Dutch Personal Data Protection Act – changes during the term of the Agreement entered into between Ledger Leopard and the Client, the provisions of this article (Article 13) will be interpreted in relation to these changes to the extent possible. In such an event, Ledger Leopard will change the wording of this article, and this modification will be communicated to the Client. If the Client fails to object to this modification within thirty (30) days following such notification, the modification will take effect. In such an event, the Parties undertake to make the modifications in compliance with the regulations in this article (Article 13) to the extent possible.

14. LIABILITY

1. Ledger Leopard's liability for financial loss as a result of culpable breach of contract in the fulfilment of the Agreement, or resulting from an unlawful act or otherwise, is expressly excluded (to the extent possible). To the extent that the above-mentioned liability cannot be excluded because it is the result of wilful misconduct or gross negligence, this will be limited per event – whereby a series of consecutive events will qualify as a single event – to the compensation of direct financial loss. The liability for direct loss will never exceed the amount payable under Ledger Leopard's liability insurance to a Client in relation to the relevant case. If the insurance company does not pay compensation to the Client incurring the loss, the loss will remain limited in all cases to a maximum total amount of fifty-thousand euros (EUR 50,000).
2. Ledger Leopard cannot accept any liability whatsoever for indirect loss, including, but not limited to, consequential loss, loss of profit, loss of revenue and lost savings.
3. Ledger Leopard will not be liable for any loss and will not be obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. 'Force majeure' includes, in any event, without being limited to, failure on the part of any third parties whose services Ledger Leopard has engaged, industrial action, government measures, network attacks including denial-of-service (DoS) or distributed denial-of-service attacks (DDoS), interruptions or disruptions of energy, internet and/or telecommunications services or facilities.
4. Ledger Leopard will not be liable for any loss incurred by the Client caused by Third Parties, which may or may not be using the Service.
5. Unless fulfilment on the part of Ledger Leopard is permanently impossible, Ledger Leopard will only be liable for culpable breach of contract if the Client provides Ledger Leopard with an immediate notice of default, specifying a reasonable period to remedy the failure and Ledger Leopard remains in default on expiry of this period. Such notice of default shall contain as detailed a description of the breach of contract as possible in order to enable Ledger Leopard to provide an adequate response.
6. The Client can and will exercise any rights of claim or rights to recover loss on any basis whatsoever toward Ledger Leopard and not toward any directors, shareholders or employees of Ledger Leopard or Third Parties engaged by Ledger Leopard.
7. Unless otherwise provided for in these General Terms and Conditions, the Client's rights of claim and other entitlements of the Client toward Ledger Leopard of any kind whatsoever will lapse, in any event, one year following

the date on which the Client became aware of, or should reasonably have been aware of, these rights and authorities.

15. TERM AND TERMINATION

1. The Agreement is entered into for an indefinite period of time, unless otherwise provided for in the content, nature and/or purport of the Agreement.

2. The Agreement may be terminated by the Client prior to the expiry date if and exclusively to the extent that this is provided for in the Agreement. Ledger Leopard will be authorised to terminate the Agreement at any time, subject to one (1) month's notice.
3. Both Ledger Leopard and the Client will only be authorised to rescind the Agreement (i) if the other Party fails imputably in the fulfilment of a material obligation under the Agreement and the other Party is in default in relation thereto (as referred to in Section 81 of Book 6 of the Dutch Civil Code), (ii) if the other Party proves unable to fulfil its debts and/or has ceased to make payments, (iii) if a curator, administrator or trustee has been appointed, (iv) if the other Party enters into a debt restructuring arrangement.
4. In the event of termination, Ledger Leopard, pursuant to Article 15.2 or 15.3, will remain entitled to the payment of invoices for previously provided Services and any Services to be provided in the future. The Client's payment obligation relating to the invoice for previously provided Services will become immediately due and payable on termination of the Agreement. In the event that the Agreement is terminated in accordance with Article 15.2 or 15.3, the Client will be obliged to compensate all losses and expenses incurred by Ledger Leopard. These losses and expenses include, in any event, without being limited to, all expenses, investments and loss of property incurred by Ledger Leopard in relation to the Services or future Services.

16. PROOF

The extractions of data from Ledger Leopard's computer systems will provide adequate and decisive proof of each use of the Platform, electronic messages (and the content and/or time of dispatch of such messages), instructions, guidelines and other communications between Ledger Leopard and the Client, along with the transactions and activities conducted under the Agreement, unless evidence to the contrary is provided.

17. NON-SOLICITATION

During the term of the Agreement and until one year thereafter, the Client will not hire any individuals employed by/at or affiliated with Ledger Leopard, nor will it contact any such individuals to join the Client's company, temporarily, directly or indirectly on behalf of the Client, on a paid basis or otherwise.

18. AFTER-EFFECT

All rights and obligations arising from the Agreement which are intended, based on their nature, to remain in effect following termination of the Agreement, will remain in full force and effect between Ledger Leopard and the Client following termination of the Agreement.

19. TRANSFER

Neither Party to the Agreement will be authorised to transfer the rights and obligations arising from or relating to the Agreement to any Third Parties without the written consent of the other Party. The above does not affect Ledger Leopard's right to transfer the Agreements and any rights and obligations arising therefrom to a company affiliated with Ledger Leopard.

20. GOVERNING LAW AND JURISDICTION

1. All legal relationships between the Client and Ledger Leopard are governed by Dutch law.
2. Any and all disputes relating to legal relationships between the Client and Ledger Leopard, which are governed by these Terms and Conditions, will be subject to the exclusive jurisdiction of the Amsterdam courts.

12th October 2017