GENERAL TERMS AND CONDITIONS LEADMIND

A. GENERAL

A.1. Contact data Leadmind

Leadmind B.V. (Leadmind)
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A.2. Definitions and interpretation

A.2.1. Unless explicitly defined otherwise, the following capitalized terms shall have the following meaning, including in communications from or on behalf of the Supplier:

Account Information: the user name, password and possibly registration number with which the Customer obtains access to a protected and secured area on a Site;

Affiliated Entity: any person or legal entity that (i) directly or indirectly controls, is controlled by, or is under common control with the relevant Party or (ii) owns, is owned by or is under common ownership with the relevant Party, whereby "ownership" shall mean more than 50% ownership;

Agreement: any agreement between the Supplier and the Customer, such as licence agreements, contracts of assignment, subscription and purchase agreements, with the accompanying annexes and appendices and any additional terms and conditions, (commercial) regulations and information applicable, such as disclaimers regarding calculators and comparable personalised information;

ATF / AML: Anti-terrorism financing / Anti-money laundering;

Wwft: Wet ter voorkoming van witwassen en financieren van terrorisme;

Consumer: the Customer who is a natural person acting for purposes which are outside his business or professional activity;

Customer: the (legal) person who gives an Order to the Supplier, to whom the Supplier makes an Offer, who concludes an Agreement with the Supplier or who uses the Services or a Site;

Order: any order or assignment to the Supplier to provide Services;

Party: where applicable, Supplier or Customer;

Services: all services or products provided by or on behalf of the Supplier, including - where applicable - the purchase / sale of products, (mediation in) the creation of a marketing strategy, and (subscription or rights for) access to and use of Sites;

Site: any internet website(s), online (trading) platform(s) or (mobile) application(s) operated by the Supplier, including www.leadmind.agency and, when made available in the appstores such as those of Apple and/or Android, the Leadmind app;

Supplier: Leadmind B.V., also referred to as Leadmind;

Terms: these general terms and conditions and any additional terms and conditions of the Supplier that apply to any Order or Agreement and/or to the use of Services or a Site.

A.2.2. The use of the terms "such as", "inter alia", "including" or similar terms in these Terms, an Agreement or any other applicable general terms and conditions of Supplier are not intended to exclude anything else.

A.2.3. The text and definitions of the Dutch version of these Terms are decisive for the interpretation of the Terms and of Agreements. In the event of any conflict between the Dutch version and any other language version, the Dutch version shall prevail. All (legal) conditions and concepts used in these Terms and in Agreements will be interpreted in accordance with Dutch law.

A.3. Applicability and amendment

A.3.1. These Terms apply to all use of the Services and the Sites, to all Orders, to Offers and quotations of the Supplier and to all Agreements. These Terms also apply to all acts, including omissions, of third parties engaged by the Supplier.

A.3.2. In the event of deviations or inconsistencies between the provisions of an Agreement and the provisions of these Terms, the provisions of the Agreement shall prevail.

A.3.3. The Customer accepts the applicability of these Terms to the exclusion of any general conditions used by the Customer. Should both these and other conditions apply to an Agreement, the provisions of these Terms shall prevail in the event of any conflict, except where other, specific general conditions of the Supplier are concerned, in which case those specific conditions shall prevail.

A.3.4. If these Terms apply or have applied to any legal relationship between the Parties, they shall apply by operation of law to all legal relationships of a later date.

A.3.5. The Supplier reserves the right to amend these Terms and any other applicable general conditions unilaterally. Amendments shall enter into force thirty days after they have been made known to the Customer, for example by publication of the new Terms on the Supplier's Sites. Otherwise, amendments and/or supplements to these Terms or an Agreement shall only be binding if they have been expressly agreed in writing and shall only apply to the specific Agreement for which they have been agreed.

A.4. Offers and Agreements

A.4.1. All Offers and quotations by the Supplier shall be non-binding. Acceptance is only possible within the time period stipulated therein. Offers and quotations shall not automatically apply to subsequent orders or to subsequent services. Obvious mistakes or errors in an Offer by Supplier shall not be binding on the Supplier.

A.4.2. If the Customer makes changes or additions to an Offer of Supplier, statement, document, form, proposal or Agreement, the Supplier's Offer will lapse, unless such change is subsequently expressly confirmed in writing by the Supplier.

A.4.3. Between the Parties, the content of the Orders, statements and information of the Customer, as received by the Supplier, shall serve as prima facie evidence, until counter-evidence has been provided at the discretion of the Supplier, which evidence does not require further substantiation. Input errors and other mistakes made during the Order or process shall be for the account and risk of the Customer. The Supplier reserves the right to refuse Orders without reason.

A.5. Performance of services

A.5.1. The Supplier shall perform Services and Agreements to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.

A.5.2. If a term or delivery period is specified for the fulfilment of an obligation by the Supplier, that term or delivery period shall only be indicative and shall never be a deadline ("*geen fatale termijn*"). If a term is exceeded, the Customer must therefore, in accordance with the law, first give written notice of default to the Supplier and thereby grant the Supplier a reasonable period in which to fulfil his obligations. The exceeding of any time period or delivery time shall not entitle the Customer to claim damages, rescind ("*ontbinden*") the Agreement or suspend or non-perform any of his obligations under the Agreement concerned or under any related agreement.

A.5.3. The Supplier is entitled to have certain activities performed by third parties without notifying the Customer. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

A.5.4. If, in the context of an Order, Supplier or third parties engaged by Supplier perform work at the Customer's premises or at a location designated by the Customer, the Customer shall provide the facilities reasonably required by the employees concerned free of charge.

A.5.5. The Supplier shall be entitled to execute an Order or Agreement in several phases, and execution or delivery in parts shall be permitted. The Supplier shall be entitled to separately invoice the portion thus executed or delivered.

A.5.6. The Customer is responsible for any advisers, agents or helpers engaged by the Customer and guarantees that they will comply with the provisions of the Agreement and the Terms. The Customer is not allowed to circumvent or frustrate provisions in the Agreement or the Terms by engaging third parties.

A.5.7. The Customer shall ensure that all data indicated by the Supplier as being necessary or desirable, or which the Customer can understand to be necessary or desirable for the execution of the Services or an Agreement, is provided to the Supplier in timely and completely. The Customer guarantees the provision of correct, up-to-date and complete data to the Supplier. Changes in data must be submitted electronically to the Supplier as soon as possible.

A.6. Prices and payment

A.6.1. All monetary amounts communicated by the Supplier, including prices and calculations of remunerations, payments, fees, bonuses, additional remuneration(s) or costs, are exclusive of VAT and other applicable taxes and government levies, if applicable. The prices and rates most recently published on the Site apply to the Services at the time of invoicing or, if earlier, billing.

A.6.2. Unforeseen price increases by suppliers of the Supplier, whether or not with retroactive effect, changes in exchange rates, import duties, turnover tax or statutory wage rounds shall entitle the Supplier, at his option, to charge the corresponding higher price or to terminate the Agreement.

A.6.3. Payments made by the Customer shall serve to settle first (i) any indemnification, penalty, interest and costs due and second (ii) the longest outstanding invoices respectively.

A.6.4. Invoices must be paid within fourteen (14) days of the invoice date, unless otherwise indicated in writing by the Supplier. If the Customer fails to pay an invoice within this period, the Customer (as well as any agreed third-party debtor) shall be in default by operation of law, without notice of default being required.

A.6.5. Payments can also be made directly - if and to the extent Supplier has so provided - via a Site (via a payment service provider).

A.6.6. In the event of non-payment, all amounts owed by the Customer to the Supplier on the basis of other invoices or for other reasons shall, ipso jure, become immediately due and payable. All Supplier's claims on the Customer shall furthermore be due and payable with immediate effect if the Customer changes form of undertaking, applies for a suspension of payments, is declared bankrupt, goes into liquidation, dies or, in the case of a company, is dissolved, or if third parties levy an attachment on items, goods, claims and/or other assets of the Customer.

A.6.7. In the event of default by the Customer, the Supplier is entitled to suspend performance of the Services and fulfilment of his obligations under the Agreement and any related agreements, in whole or in part. Suspension by the Supplier shall have no effect on any payment or other obligations of the Customer, which shall continue to apply in full.

A.6.8. Non-payment on the due date shall in any case result in the lapse of any discounts and guarantees agreed with the Customer.

A.6.9. Payment cannot be suspended on the grounds of allegedly faulty delivery or on the grounds that the delivery is not (yet) complete.

A.6.10. In the event of default, the Customer shall owe statutory commercial interest, as well as all judicial and extrajudicial costs incurred by the Supplier in collecting his claim. This shall not affect any other statutory or contractual rights of the Supplier.

A.6.11. The Supplier shall be entitled to set off any amount owed, whether due or not, by the Supplier and/or its Affiliated Entities to the Customer or to the Customer's Affiliated Entities, against any amount owed, whether due or not, to the Supplier by the Customer or by the Customer's Affiliated Entities. Claims in foreign currency shall be set off at the exchange rate in euros on the day of settlement. Set-off by the Customer is not permitted.

A.6.12. The payment of return fees by the Supplier to the Customer, due to an investment by the Customer in (financial) products of the Supplier, can also take place in new or additional (financial) products. The Supplier may choose to consolidate these reinvestments, with subsequent confirmation thereof by the Customer.

A.7. Administration

A.7.1. The administration of data, information, transaction(s) or Agreements by the Supplier is held at the office of the Supplier or a third party designated by the Supplier for this purpose. Only the records of the Supplier are decisive for the Supplier's obligations towards the Customer and the Customer's Affiliated Entities. An extract from the records provided by the Supplier shall constitute conclusive evidence, subject to evidence to the contrary provided by the Customer.

A.7.2. The Customer is obliged to check the confirmations, statements, calculations, invoices or other statements sent to him by or on behalf of the Supplier immediately upon receipt and, in the event of any inaccuracy or incompleteness, to notify the Supplier thereof without delay. In such cases, the Supplier is obliged to correct, or cause to be corrected, any errors. If the Customer has not contested such notices or statements within three (3) months after they may reasonably be deemed to have reached the Customer, the contents thereof shall be deemed to have been accepted or approved by the Customer.

A.7.3. With regard to messages from the Customer that are communicated in a different manner than agreed upon, the Supplier may respond in the same manner as the Customer, irrespective of what the Parties have agreed upon.

A.8. Intellectual property rights

A.8.1. All intellectual property rights - including but not limited to copyrights, trademark rights, design rights, database rights and know-how - that are vested in and associated with the Services and the Sites shall belong to the Supplier and/or its licensors. The Agreement concluded between the Supplier and the Customer expressly does not entail the transfer of any such rights.

A.8.2. Subject to the conditions set out in these Terms and the Agreement, Supplier grants the Customer a limited, personal, revocable, non-exclusive, non-sub-licensable and non-transferable right to use the Services and the Sites.

A.8.3. The Customer is not permitted to reproduce or publish the Services or the Sites or parts thereof in any way whatsoever.

A.8.4. If the Customer, with the Services or the Sites, infringes upon the intellectual property rights of the Supplier and/or third parties, the Customer will be liable for all damages resulting therefrom. The Customer will indemnify the Supplier against any claims and liability for (alleged) infringement of such rights, except in cases of intent or wilful recklessness on the part of the Supplier. If there is (alleged) infringement of intellectual property rights of the Supplier and/or third parties, the Supplier is entitled (among other things) to suspend or terminate the provision of Services to the Customer.

A.8.5. The Customer is not permitted to remove, change or make unreadable any indication concerning copyrights, trademark rights, trade names, other intellectual property rights or comparable indications on or in the Services or the Sites.

A.8.6. The Customer is not permitted to use the Services or the Sites without the Supplier's consent, other than for the use agreed or implied between the Supplier and the Customer in the Agreement. The Services and the Sites may not be made available or leased by the Customer to third parties without prior express written consent.

A.8.7. The Supplier shall be entitled to use the knowledge acquired on its part through the performance of the Services or an Agreement for other purposes, insofar as this does not involve disclosing strictly confidential information of the Customer to third parties.

A.9. Complaints

A.9.1. Complaints about Supplier's Services should be reported electronically or by telephone as soon as possible after discovery. The Customer is obliged, after the discovery of a malfunction or defect, to do and refrain from doing everything reasonably possible to prevent any damage. Upon request, the Customer shall provide all cooperation that is necessary for the inspection and resolution of the complaint, including by giving the Supplier the opportunity to investigate the circumstances of the use of the Services and the factors related to this.

A.9.2. If the Customer files a complaint correctly and in a timely manner, the Supplier shall make every effort to resolve the complaint as quickly as possible. If possible, the Supplier shall communicate when a complaint has been resolved.

A.9.3. If a complaint is wholly or partially due to the Customer's failure to comply with an Agreement or the Terms, the Supplier may charge the Customer for all costs related to such a complaint.

A.10. Guarantees

A.10.1. The Supplier does not guarantee towards the Customer and the Customer's Affiliated Entities that (and is not liable for any damage in that respect):

A.10.1.1. Estimates, calculations or expectations given to the Customer by or on behalf of the Supplier are correct;

A.10.1.2. The Services provided by the Supplier will produce a certain result;

A.10.1.3. (legal) acts performed or statements made by the Customer via a Site will be executed correctly or in a timely manner;

A.10.1.4. Sites will be available and functioning properly; or

A.10.1.5. Information on the Sites is correct and up to date.

A.11. Liability

A.11.1. The Supplier shall not be liable for indirect or consequential damages, including in any case: loss of profit, lost savings, depreciation, damage caused by delay, damage due to business interruption and damage due to reduced goodwill in the business or profession of the Customer.

A.11.2. Furthermore, the Supplier shall not be liable for any damage resulting from:

A.11.2.1. Loss or damage of data;

A.11.2.2. The Customer's failure to comply with instructions of the Supplier; or

A.11.2.3. Entering into (and handling) transactions and agreements between the Customer and third parties.

A.11.2.4. Collecting and processing and the investigation of (the way of use of) information or personal data of Customer, or relating the storage of such information and data, or relating information or personal data because of the Customer that the Supplier shows to the Customer both in terms of content and source;

A.11.2.5. Data leaks or (attempts of) theft of information or personal data of Customer;

A.11.2.6. Or any other consequences relating to the collection, processing and storage of information or personal data of Customer.

A.11.3. Liability of the Supplier arising from attributable failure to perform an obligation shall arise only if the Supplier has been promptly and duly notified by the Customer that he is in default and has been given a reasonable time of at least thirty days to remedy the failure and continues to fail imputably in the performance of his obligations even after that time.

A.11.4. The liability of the Supplier shall never exceed the amount actually paid out by the Supplier's insurer in the case in question, or, if the insurer makes no payment at all, the invoice value of that part of the Order or Agreement to which the liability pertains. Compensation is to be related to the extent to which the Supplier would have failed. Minor deviations shall not give rise to a right to compensation or damages.

A.11.5. The existence of any right to compensation is conditional upon the Customer reporting the damage in writing to the Supplier as soon as possible after it occurs. Any claim for damages against the Supplier shall lapse upon the expiry of twenty-four months from the date on which the claim arose.

A.11.6. The Supplier shall not be held liable by or on behalf of the Customer if the Customer has the possibility to claim for damages directly from his insurance company or a third party.

A.11.7. The liability of the Supplier for damages resulting from intent or gross negligence of the Supplier himself ("own actions") and/or his management is in no way excluded or limited.

A.11.8. At all times Supplier shall be completely free in the marketing of its assets and services, and the use and publication of data relating thereto, whether or not independently or in collaboration with or by third parties, including the publication or use of part or all data related to the valuation or pricing of the assets or services concerned. In this regard, Supplier shall never be held liable for, or limited in, the duration or scope of its (marketing) policies.

A.11.9. Taking into account all other stipulations in this Article, Supplier may only be held liable for direct damages. Direct damages as referred to in these conditions may also include:

A.11.9.1. the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of the Agreement;

A.11.9.2. any reasonable costs incurred to have Supplier's defective performance comply with the Agreement, insofar as these can be attributed to Supplier;

A.11.9.3. reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have resulted in limitation of direct damage as referred to in the Agreement.

A.11.10. Supplier is also excluded from liability and will not be held liable by Customer or any other (third) party in case of:

A.11.10.1. acts or omissions of Customer or subordinates, or of other persons employed by or on behalf of him;

A.11.10.2. negligence on the part of Customer in the maintenance of the delivered products;

A.11.10.3. normal wear and tear on the delivered products as a result of daily use;

A.11.10.4. discoloration of the delivered products as a result of the effect of light;

A.11.10.5. all consequences arising from the natural functioning of the natural product, including wood;

A.11.10.6. any other external cause;

A.11.10.7. damage that has arisen because Supplier relied on incorrect and/or incomplete information provided by or on behalf of Customer;

A.11.10.8. misunderstandings, mutilations, delays or the incorrect transmission of order data and communications as a result of the use of the internet or any other means of communication between Supplier and Customer, unless there is an obvious clerical error.

A.11.11. The foregoing exclusions and limitations of liability shall apply in full to Supplier's Affiliated Entities and to the directors, management and employees of Supplier and Supplier's Affiliated Entities, which entities and persons may rely on these provisions directly.

A.11.12. To the extent that the Supplier suffers damage as a result of a breach by the Customer's contracting parties, the Customer, in consultation with the Supplier, shall do and refrain from doing everything necessary to obtain compensation of such damage.

A.12. Indemnification

A.12.1. The Customer shall indemnify the Supplier, Supplier's Affiliated Entities and the directors, management and employees of the Supplier and Supplier's Affiliated Entities (which entities and persons may directly invoke this provision) against any third party claims related to the use of the Services by the Customer. If the Supplier or the other persons mentioned are sued by third parties for that reason, the Customer is obligated to assist them both extra-judicially and judicially and to immediately do everything that can be expected in that case in order to avoid or at least reduce any legal claims or damage to the detriment of the Supplier or the other persons mentioned.

A.12.2. Should the Customer (wholly, partially or temporarily) fail to take adequate measures in connection with his obligations under the previous section, the Supplier shall be entitled, at his discretion and without further notice, to take such measures himself, if necessary on behalf of and at the expense and risk of the Customer. All costs and damages on the part of the Supplier and/or the other persons mentioned will then be at the expense and risk of the Customer.

A.12.3. The Supplier engages third parties for some of its work and for the performance of the Services, including for compliance and monitoring, payment services and data storage services. The aforementioned indemnification obligations also apply to these third parties.

A.13. Rescission and compensation

A.13.1. The Supplier may rescind ("*ontbinden*") the Agreement in whole or in part in writing with immediate effect, or may suspend his obligations under the Agreement:

A.13.1.1. If the Customer's bankruptcy or suspension of payment has been applied for or pronounced, or if the Customer loses the power of disposition of (a substantial part of) its assets by attachment, placement under curatorship or otherwise;

A.13.1.2. In the event of (an announcement of) the dissolution, termination, merger, division or transfer of (a substantial part of) the Customer's company or legal entity;

A.13.1.3. In case of any form of (potential) fraud or violation of legal obligations, including (potential) deception, deliberate harm or (in form or effect) similar actions by, on behalf of or for the Customer, or indirectly by or for the benefit of third parties;

A.13.1.4. In the event of full or partial non-performance of the Customer's obligations towards the Supplier. Insofar as the Customer is not immediately in default, the Supplier may rescind ("*ontbinden*") the Agreement only after the Customer has been given a reasonable time for performance and has failed to perform within this time;

A.13.1.5. In the event of any change in legislation, case law or (semi-)government policy such that fulfilment can no longer reasonably be required of the Supplier.

A.13.2. In the event of rescission ("*ontbinding*") of the Agreement, the Customer shall compensate the Supplier for damages suffered as a result of the rescission, including the costs of rectification ("*ongedaanmaking*").

A.13.3. Upon rescission ("*ontbinding*") , all claims of the Supplier or its Affiliated Entity against the Customer shall become immediately due and payable.

A.13.4. In the event of termination of an Agreement, the Supplier is entitled not to execute (in full or in part) any Orders given by the Customer that have not yet been executed or settled.

A.14. Force majeure

A.14.1. In the event of force majeure, the Supplier shall, without prejudice to his other rights, be entitled to suspend performance of the Agreement without judicial intervention, or to rescind ("*ontbinden*") the Agreement in whole or in part, without thereby incurring any liability.

A.14.2. In addition to the provisions of applicable law and case law, force majeure shall include all external causes, foreseen or unforeseen, over which the Supplier cannot exercise any control, and as a result of which the Supplier is unable to perform his obligations. In any event, force majeure shall include war, threat of war, civil war, riots, epidemics, pandemics, flooding, water damage, acts of war, fire, transportation difficulties, unforeseen technical complications, business interruptions and strikes at the Supplier's or at its suppliers' premises and non-performance by suppliers of the Supplier.

A.14.3. If, in the event of force majeure, the Supplier has already partially fulfilled his obligations under an Agreement, the Supplier shall be entitled to invoice the performance already carried out and the Customer shall be required to pay this invoice as if it were a separate transaction.

A.15. Confidentiality

A.15.1. If and insofar as, during the execution of the Agreement, information of a Party comes to the knowledge of the other Party

and this information is designated as confidential orally or in writing, or which the receiving Party could reasonably understand should be deemed confidential, the receiving Party will keep this information strictly confidential, will only use it for the execution of the Agreement and will limit access to this information to persons who need to know it for that purpose. The receiving Party guarantees that these persons are obliged by an employment contract and/or a confidentiality agreement to keep this confidential information confidential. Confidential information is not understood to mean information that was already in the public domain at the time it came to the knowledge of the receiving Party or subsequently became public through no fault of the receiving Party, or that the receiving Party received from a third party without this being subject to an obligation of confidentiality or such third party being obliged to do so.

A.16. Privacy

A.16.1. The Supplier will perform the Services, execute Agreements and process any personal data of the Customer in accordance with the Supplier's Privacy Statement and applicable privacy and data protection laws.

A.16.2. By virtue of this Agreement and its Terms, the Customer, as well as any individual(s) or legal entity or entities involved, acknowledges that the Supplier will process their personal, payment, and transaction data for the sole purpose of executing and fulfilling the Agreement. This processing is deemed necessary for the performance of the contract to which the data subject (Customer) is a party, or in order to take steps at the request of the data subject prior to entering into the contract, as per the legal ground outlined in GDPR Article 6.1(b).

The Supplier shall share relevant information with Stichting De Bewaarder, serving as a data processing entity and/or payment office, as well as any other (legal) entities within the economic group or holding structure of the Supplier or its Affiliated Entities. Furthermore, such data may be shared with any (legal) entities to which the Supplier is (contractually) bound, in whole or in part.

This acknowledgment extends to the necessary sharing of information with third parties for ATF/AML ("*Wwft*") compliance monitoring services, payment service providers, and data storage services. The Supplier will make efforts to identify such third parties, which may change over time, on its Site or in its Privacy Statement.

A.16.3. If at any time the Supplier deems it necessary, the Parties will enter into a further (processor) agreement to regulate their legal relationship with regard to the processing of personal data of third parties.

A.16.4. Telephone conversations from or with the Supplier may be recorded for quality control and improvement of continuity of service.

A.17. Penalty

A.17.1. For each full or partial breach by the Customer of any provision of Articles A.8, A.15, C.2.2, C.2.3, C.2.4 and/or C.2.5, the customer will be liable to pay an immediately payable penalty, which is not subject to mitigation, of € 5,000-, plus an immediately due and payable penalty, which shall be not subject to mitigation, of € 500 for each day, including part of a day, that the breach continues, such without prejudice to the Suppliers right to claim full damages.

A.18. Warranty provisions

A.18.1. If and insofar as warranty provisions apply to (on the basis of the delivery of) products / goods, these will be included in a separate Agreement. In absence of such specific separate Agreement, there will be no (implicit) guarantee or conformity obligations on Supplier, directly or indirectly.

A.19. Payment and settlement in crypto currency or token/(app)credits

A.19.1. Customer has the option, in cases where Supplier permits this, to pay Supplier in crypto currency created by Supplier (Hytar or ASAB).

A.19.2. At all times, and fully at its own discretion, Supplier shall be entitled to settle and all of its (financial) obligations, including all payment obligations, in capital sum, interest or any other form of (re-)payment or compensation, in the Hytar crypto currency at a conversion rate of EUR 5,- (five euros) for each Hytar, or in ASAB, a yet to be developed digital real estate blockchain which in due course will be available at www.asab.io at a conversion rate of EUR 0.01 (one eurocent) for each ASAB,based on an Agreement.

A.19.3. Within the group of companies that Supplier is part of, there is a continuous flow of capital between its holding company, any and all of its subsidiaries, joint-ventures, co-operations, foundations and participations. Any and all cash flows within this group, or with any third party

they may transact with at any time, may be expressed, converted and settled in this proprietary Hytar cryptocurrency (or ASAB), in whole or in part, as it shall be created by its group holding company (or another (group) entity) at its sole discretion. Such conversion is also possible in or from any other group asset, including real estate, any other fiat or crypto currency or token, or digital representation thereof, or in or from any securities or securities held or issued by any group company.

A.20. Applicable law and competent court

A.20.1. All legal relationships to which the Supplier is a party, including all Agreements concluded between the Supplier and the Customer, shall be governed exclusively by Dutch law, even if an obligation is wholly or partially fulfilled abroad or if the Customer is domiciled abroad.

A.20.2. The court in the place of establishment of the Supplier shall have exclusive jurisdiction in disputes concerning or arising from an Agreement or the Terms. The Supplier shall nevertheless be entitled to submit the dispute to the court otherwise having jurisdiction under the law.

A.20.3. The Supplier and the Customer shall not address the courts until they have made reasonable efforts to resolve their dispute amicably. This is without prejudice to the possibility of seeking injunctive relief.

A.21. Other provisions

A.21.1. In the event that any provision of these Terms or an Agreement is deemed void or otherwise not binding by a court, the other provisions will remain in full force and effect. The invalid or otherwise non-binding provision will in that case be replaced by the Supplier by a provision that is as close as possible to the intention of the original provision in consultation between the Parties.

A.21.2. Failure to enforce any provision of these Terms or an Agreement will not constitute a waiver. Any waiver must be explicit and in writing.

A.21.3. An Agreement constitutes the entire agreement between the Parties with regard to the subject matter thereof and, insofar as not explicitly agreed otherwise therein, supersedes all previous oral or written agreements between the Parties in this regard.

A.21.4. The Supplier shall be entitled to transfer (the rights and obligations arising from) an Agreement in whole or in part (i) to undertakings affiliated with the Supplier in a group, (ii) to third parties together with the company of Supplier or (iii) in the event of a merger. The Customer is not permitted to transfer (rights or obligations arising from) an Agreement to a third party without prior written consent of the Supplier.

A.21.5. An Agreement binds the Customer as well as its respective legal successors under general or special title (under the applicable law).

A.21.6. If there is a lack of clarity regarding the interpretation of one or more provisions of an Agreement or these Terms or if a situation arises that is not covered in the Agreement or these Terms, interpretation of the Parties' rights and obligations shall be made in accordance with the spirit and purpose of the Agreement concerned.

A.21.7. Mail addressed to the Supplier must be sent to the Supplier's PO Box address, unless the Parties have expressly agreed otherwise in writing.

B. <u>CONSUMERS</u>

The provisions below apply in case the Customer is a Consumer. In the event of a conflict between these provisions and the provisions in the General section A of these Terms, the provisions in the section B below shall prevail.

B.1. Change

B.1.1. If any amendment of these Terms is to the detriment of the Consumer, the Consumer shall be entitled to terminate the Agreement against the date the amendment shall take effect.

B.2. Offer and acceptance

B.2.1. If a Consumer has accepted an offer of the Supplier electronically, the Supplier will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the Supplier, the Consumer may rescind ("*ontbinden*") the Agreement.

B.3. Further deviations

B.3.1. The following provisions in the General section of these Terms shall not apply to Consumers, or shall be amended as follows:

B.3.1.1. The first sentence of Article A.4.3;

B.3.1.2. The last sentence of Article A.5.2;

B.3.1.3. Article A.6.9; and

B.3.1.4. Article A.13.2 only applies insofar as the rescission ("*ontbinding*") is the result of breach of contract on the part of the Consumer.

B.4. Continuing performance agreements

B.4.1. The Consumer may terminate ("*opzeggen*") an Agreement entered into for an indefinite period of time and which provides for the regular delivery of products or services at any time, subject to one month's notice.

B.4.2. The Consumer may terminate ("*opzeggen*") a fixed-term Agreement that was concluded for the regular supply of products or services at any time at the end of the fixed-term, subject to one month's notice.

B.4.3. The Consumer may terminate ("*opzeggen*") the Agreements referred to in the previous paragraphs (i) at any time and shall not be restricted to termination at a specific time or during a specific period; (ii) at least in the same manner as they were entered into; (iii) always with the same notice period as stipulated by the Supplier for himself.

B.4.4. If an Agreement has a duration of more than one year, the Consumer may terminate ("*opzeggen*") the Agreement at any time after one year with a notice period of up to one month, unless reasonableness and fairness dictate otherwise.

B.5. Price and payment

B.5.1. During the validity period mentioned in an offer by Supplier, the prices of the services offered will not be increased, except for price changes due to changes in VAT rates.

B.5.2. Contrary to the previous paragraph, the Supplier may offer products or services of which the price is subject to fluctuations in the financial markets over which the Supplier has no influence, at variable prices. This link to fluctuations and the fact that any prices mentioned are recommended prices will be stated in the offer.

B.5.3. Price increases within three (3) months after the conclusion of the Agreement are only allowed if they are the result of statutory regulations or provisions.

B.5.4. Price increases from three (3) months after the conclusion of the Agreement are only permitted if the Supplier has stipulated them and (i) they are the result of statutory regulations or provisions; or (ii) the Consumer has the authority to terminate ("*opzeggen*") the Agreement as of the day on which the price increase takes effect.

B.5.5. The prices mentioned in any offer by Supplier include VAT.

B.5.6. If the Consumer does not timely perform his payment obligation(s), the Consumer, after being notified by the Supplier of the late payment and after the Supplier has granted the Consumer a fourteen (14) day period to perform his payment obligations, shall, after the failure to pay within this 14 day period, owe legal interest on the amount due and the Supplier shall be entitled to charge extrajudicial collection costs incurred by him. Such collection costs shall not exceed: 15% on any outstanding amount up to € 2.500,- ; 10% on the next € 2.500,- , 5% on the next € 5.000,- , 1% on the next € 190.000,- and 0,5% on the amount exceeding that amount, with a minimum of € 40,-. The Supplier can deviate from these amounts and percentages in favour of the Consumer.

B.6. Right of withdrawal in case of a distance sale ("koop op afstand")

Upon delivery of services and digital content that is not supplied on a material medium:

B.6.1. The Consumer may dissolve ("ontbinden") a service agreement and an agreement for the supply of digital content not supplied on a tangible medium for a period of at least fourteen (14) days without giving reasons. This cooling-off period commences on the day following the conclusion of the Agreement.

Upon delivery of products:

B.6.2. The Consumer may dissolve ("ontbinden") an agreement with regard to the purchase of a product for a period of at least fourteen (14) days without giving reasons. This cooling-off period commences on the day after the product was received by the Consumer, or a third party designated by the Consumer, who is not the transporting party, or (i) if the Consumer has ordered several products: the day on which the Consumer, or a third party designated by the Consumer, received the last product. The Supplier may refuse a single order for several products with different delivery dates, provided he clearly informed the Consumer of this prior to the ordering process; (ii) if the delivery of a product involves different deliveries or parts: the day on which the Consumer, or a third party designated by the Consumer, received the last delivery or the last part; (iii) with contracts for the regular delivery of products during a given period: the day on which the Consumer, or a third party designated by the Consumer, received the first product.

B.6.3. During the cooling-off/withdrawal period, the Consumer shall treat the product and

its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the Consumer may only handle and inspect the product in the same way that he would be allowed in a shop. The Consumer is only liable for the product's devaluation that is a consequence of his handling of the product other than as permitted as indicated above.

B.6.4. As quickly as possible, but no later than 14 days after the day of the notification by the Consumer that he makes use of the right of withdrawal, the Consumer shall return the product, or hand it over to (a representative of) the Supplier. This is not necessary if the Supplier has offered to collect the product himself. The Consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.

B.6.5. The Consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the Supplier.

B.6.6. The Consumer bears the direct costs of returning the product. If the Supplier has not declared that the Consumer shall bear these costs or if the Supplier indicates a willingness to bear these costs himself, then the Consumer shall not be liable to bear the costs of returning products.

B.6.7. The Supplier reimburses the Consumer immediately with all payments, including any delivery costs the Supplier charged for the returned product, though at the latest within 14 days after the day on which the Consumer reported the withdrawal. Except in cases in which the Supplier has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the Consumer proves he has returned the product, depending on which occurs earlier.

General:

B.6.8. If the Supplier has not provided the Consumer with the legally obligatory information on the right of withdrawal or with the model withdrawal form, the cooling-off period shall expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraph.

B.6.9. If the Supplier has provided the Consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original cooling-off period, the cooling-off period shall expire fourteen (14) days after the day on which the Consumer received such information.

B.6.10. If the Consumer makes use of his right of withdrawal, he shall notify the Supplier thereof within the withdrawal period by requesting the standard model withdrawal form as made available for this purpose by the Supplier. The risk and burden of proof of the correct and timely exercise of the right of withdrawal shall lie with the Consumer.

B.6.11. If the Consumer withdraws after first expressly requesting that the performance of the Service commences during the cooling-off period, the Consumer shall owe the Supplier an amount which is proportionate to that part of the undertaking which has been fulfilled by the Supplier at the time of withdrawal, compared to the full performance of the undertaking.

B.6.12. The Consumer shall not bear any costs for the performance of Services if (i) the Supplier has not provided the Consumer with the legally obligatory information on the right of withdrawal, the cost reimbursement in the event of withdrawal or the model form for withdrawal, or (ii) the Consumer has not expressly requested the commencement of the performance of the Service during the cooling-off period.

B.6.13. The Consumer shall bear no cost for the delivery in full or in part of digital content not supplied on a tangible medium if (i) he has not expressly consented to the performance of the Agreement before the end of the cooling-off period, (ii) he has not acknowledged losing his right of withdrawal upon giving his consent or (iii) the Supplier has failed to confirm this declaration by the Consumer.

B.6.14. If the Consumer makes use of his right of withdrawal, all ancillary agreements shall be terminated ("*ontbinding*") by operation of law.

B.6.15. For repayment, the Supplier shall use the same means of payment that the Consumer used, unless the Consumer agrees to a different method. The refund will be free of charge for the Consumer. If the Consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the Supplier does not have to refund the additional costs for the more expensive method.

B.6.16. The Supplier can exclude the following products and services from the right of withdrawal, but only if the Supplier has

clearly stated this at the time of the offer, or at least in good time prior to conclusion of the Agreement:

B.6.16.1. Products or services of which the price is subject to fluctuations in the financial market over which the Supplier has no influence and which may occur within the withdrawal period;

B.6.16.2. Agreements concluded at a public auction;

B.6.16.3. Service agreements, after full performance of the Service, but only if (i) performance has begun with the Consumer's express prior consent; and (ii) the Consumer has declared that he will lose his right of withdrawal once the Supplier has fully performed the agreement;

B.6.16.4. Products manufactured according to the Consumer's specifications, which were not prefabricated and were made based on a Consumer's specific choice or decision, or which are clearly intended for a specific person;

B.6.16.5. Products that, due to their nature, have been irretrievably mixed with other products;

B.6.16.6. The delivery of digital content other than on a tangible medium, but only if (i) performance has begun with the express prior consent of the Consumer; and (ii) the Consumer has declared that he thereby loses his right of withdrawal.

B.7. Competent court

B.7.1. With regard to Consumers, the competent court in the place of establishment of Supplier shall have jurisdiction in disputes concerning or arising from an Agreement or the Terms, unless the Consumer chooses a court that has jurisdiction according to law within one month after Supplier has invoked this provision in writing.

C. OUR WEBSITES AND APPS

The provisions below apply in the event that the Customer uses one of our Sites, such as www.leadmind.agency or, when made available in the appstores such as those of Apple and/or Android, the Leadmind mobile app. In case of conflict between these provisions and the provisions in the General part A of these Terms, the provisions in the section below will prevail. Insofar as the Customer is a Consumer, the provisions of part B also apply and prevail over any provisions on this part in case of conflict.

C.1. Account and access data

C.1.1. In order to be able to make optimal use of some of the Sites, the Customer must create an account in the manner described on the Site. The Customer guarantees to the Supplier that the information the Customer provides when creating the account is complete, true and correct. It is not permitted to create an account in the name of another person and/or to provide false data.

C.1.2. During registration, Customer must provide Account Information, with which access to the account can be gained. The Customer shall maintain the email address used, or shall inform Supplier of any change by email in a timely manner.

C.1.3. The Customer is himself responsible for keeping the Account Information secret. All use of the Site by means of the Account Information is for the account of the Customer himself. The Customer is therefore liable for all use that is made of the Site via the Account Information and bound by the (legal) acts or statements that are made via the Site using his Account Information.

C.1.4. As soon as the Customer knows or has reason to suspect that the Account Information has come into the hands of unauthorised persons, the Customer must notify Supplier thereof, without prejudice to his own obligation to immediately take effective measures himself, such as changing the password.

C.1.5. The Customer is responsible for the proper use and security of his/her (email) communication from and to the Site.

C.1.6. The Supplier reserves the right to change the login procedure and the Account Information if it considers this necessary in the interest of the functioning of the Site.

C.2. Use and availability of the Sites

C.2.1. The Customer accepts that the Sites only contain the functionality and other features as found by the Customer in the Site at the time of use ("as is basis"). Supplier excludes explicit and implicit guarantees, undertakings and indemnities of any kind, including but not limited to guarantees, undertakings and indemnities with regard to the quality, safety, legality, integrity and correctness of the Site.

C.2.2. The Customer guarantees that when using the Site, the Customer (i) will not use any robots, spiders, scrapers or other applications, (ii) will not perform any actions that would make an unreasonable and/or disproportionate claim on the infrastructure of the Site and/or impede the functionality of the Site, and/or (iii) will not

use any applications that monitor the Site and/or copy parts of the Site.

C.2.3. Customers must comply with all applicable laws and regulations when using the Sites and possibly concluding agreements arising therefrom. This includes the law measures on mid-range rental homes 'Wet maatregelen middenhuur'.

C.2.4. The Customer is not permitted to use the Site for illegal, immoral or punishable conduct, or threat thereof. The Customer shall refrain from all actions as a result of which the Supplier or any other customer, internet user or other third party may suffer or incur damage or unlawful annoyance or as a result of which rights of the Supplier or third parties are violated in any way.

C.2.5. Customer is not permitted to (i) copy (parts of) the Site or documentation of Supplier, (ii) approach any other customer or user of the Site for its own or third party commercial purposes, other than for which the Site is intended, or (iii) misuse the features on the Site.

C.2.6. The Customer is obliged to behave in a responsible and careful manner and to promptly observe all reasonable instructions of the Supplier and/or generally published best practices intended for safe and lawful (internet) use of the Site.

C.2.7. The Supplier is always entitled to suspend or terminate the access to or use of the Site in special cases, if in its opinion there is reason to do so, such as in the case of (imminent) violation of these Terms or the rights of the Supplier or third parties or (imminent) damage, without the Supplier becoming liable to pay any damage or compensation to the Customer as a result of such suspension or termination.

C.2.8. The Customer shall indemnify the Supplier against third-party claims based on the assertion that the activities performed by the Customer using the Site are unlawful in any way.

C.2.9. The Supplier does not guarantee that the Site will be accessible at all times and without interruptions or failures. Malfunctions in the Site may also, but not exclusively, occur as a result of disruptions in the internet or telephone connection or due to viruses or errors/defects. The Supplier shall in no way be liable to pay damages to the Customer for any damage arising from or as a result of the (temporary) unavailability or (interim) failure of the Site.

C.2.10. The Supplier shall be entitled to take all measures necessary to protect its (computer) systems, means of communication, organisation, customers or principals and any third parties against inadmissible behaviour - in whatever form - of specific users.

C.2.11. When using calculators or (comparable) personalised information on (the closed part of) the Site, the Customer agrees to the disclaimers, limitations, exclusions, conditions, reservations, explanations and instructions included therein. The Customer cannot derive any rights from the tools, results and calculations included therein. The information Offered on or via the Site may not be used in place of any form of advice.

C.3. App-Store Terms

C.3.1. Customer acknowledges and agrees that:

C.3.1.1. The Customer is not located in a country which is subject to a US Government embargo or which has been designated by the US Government as a country which "supports terrorism";

C.3.1.2. Customer does not appear on any US Government list of prohibited or restricted parties;

C.3.1.3. Supplier is in no way connected, affiliated or linked with any App-Store provider;

C.3.1.4. The Agreement is concluded between the Supplier and the Customer and accordingly the provider of the App-Store is not a party to the Agreement;

C.3.1.5. The provider of the App-Store does not bear any responsibility or liability with regard to the functionality, accessibility, performance or non-performance of the Supplier's mobile app and is not responsible for handling any claims from the Customer or any third party relating to the app, including but not limited to (i) product liability claims, (ii) any claim that the app fails to comply with any applicable law or regulatory requirement, and (iii) claims arising under consumer protection law, privacy or data protection law or similar legislation;

C.3.1.6. Supplier is solely responsible for the app and the content therein and for providing support and maintenance services in relation to the app. The provider of the App-Store has no obligation to provide any maintenance and support services in relation to the app;

C.3.1.7. The provider of the App-Store is not responsible for any claim by a third party that the app infringes third-party intellectual property rights;

C.3.1.8. In the event of a claim by a third party that the app or the Customer's possession or

use of the app infringes that third party's intellectual property rights, the Supplier, and not the App-Store provider, will be solely responsible for the investigation, defence, settlement and release of such intellectual property infringement claim. The Customer shall notify the Supplier of such claim within seven (7) days of receipt of such claim or seven (7) days after the Customer becomes aware of such claim;

C.3.1.9. In the event that the app does not comply with any applicable warranty, the Customer may notify the provider of the App-Store, who may refund to the Customer the purchase price for the app. To the extent permitted under applicable law, the provider of the App-Store has no other warranty obligations with respect to the app, and any other claims, losses, liabilities, damages, costs or expenses attributable to the non-fulfilment of any warranty are the sole responsibility of the Customer;

C.3.1.10. The Customer will comply with all terms and conditions of third parties that may apply from time to time in relation to the Customer's use of the app;

C.3.1.11. The provider of the App-Store is a third party beneficiary in respect of these Terms and accordingly has the right to enforce the provisions thereof against the Customer; and

C.3.1.12. If the Customer has obtained the app from the Apple iOS App-Store, the licence granted to the Customer is limited to the use of the app on Apple devices which he owns or controls.