CONFIDENTIALITY AND BUSINESS PROTECTION AGREEMENT

IMPORTANT NOTICE: This is a legally binding confidentiality and non-circumvention agreement. By proceeding, you will be legally bound by all terms and conditions set forth in this document. Please read carefully before accepting.

This Agreement becomes effective upon your acceptance.

Parties

Sourcent Property Group VOF, a partnership established under Dutch law, with its registered address in the Netherlands (hereinafter referred to as **"Sourcent"** or the **"Disclosing Party"**);

and

You, the individual or entity accepting this Agreement (hereinafter referred to as the **"Receiving Party"**).

Sourcent and the Receiving Party are hereinafter individually referred to as a **"Party"** and collectively as the **"Parties"**.

Background

(A)   Sourcent Property Group VOF is engaged in property intermediation services, including the identification, analysis, and introduction of real estate investment opportunities to qualified investors and other interested parties.

(B)   In the course of its business activities, Sourcent has developed and maintains valuable confidential information relating to property deals, market analyses, investment opportunities, contact details of property owners, sellers, and other parties involved in real estate transactions.

(C)   Sourcent may from time to time disclose confidential information to the Receiving Party for the purpose of enabling the Receiving Party to evaluate potential property investment or acquisition opportunities that may be of interest to the Receiving Party.

(D)   Such confidential information includes, but is not limited to, property details, financial analyses, AI-generated forecasts, market data, transaction structures, and

contact information of third parties with whom Sourcent has established business relationships.

(E)   The Receiving Party acknowledges that it may receive confidential information prior to or without entering into a separate Intermediation Agreement with Sourcent, and that the protections afforded under this Agreement are intended to operate independently of and in addition to any such future Intermediation Agreement.

(F)   Sourcent requires assurance that any confidential information disclosed to the Receiving Party will be maintained in strict confidence and used solely for the purpose of evaluating potential transactions through Sourcent's intermediation services.

(G)   Sourcent further requires protection against circumvention whereby the Receiving Party might attempt to contact, negotiate with, or transact directly with parties introduced by Sourcent, thereby bypassing Sourcent's intermediation role and undermining Sourcent's legitimate commercial interests and fee entitlements.

(H)   The Parties therefore wish to enter into this Agreement to establish the terms and conditions governing the disclosure and use of confidential information and to prevent any form of circumvention of Sourcent's business relationships and commercial opportunities.

1.   **Definitions**

1.1.   **"Agreement"** means this Non-Disclosure and Non-Circumvention Agreement, including any amendments, modifications, or supplements made in accordance with the terms hereof.

1.2.   **"Confidential Information"** means all non-public information disclosed by Sourcent to the Receiving Party relating to properties, deals, investment opportunities, sellers, owners, developers, partner agencies, financial data, market analysis, business methods, client lists, contacts, and any other proprietary information of Sourcent or third parties, including but not limited to: (a) property details, descriptions, locations, valuations, specifications, photographs, floor plans, and legal documentation; (b) financial analyses, investment calculations, cash flow

projections, market assessments, and due diligence materials; (c) AI-generated forecasts, predictions, and algorithmic outputs; (d) deal structures, transaction terms, and commercial arrangements; (e) contact information, names, addresses, and other details of Introduced Parties; (f) market data, research, and intelligence; (g) business strategies, methodologies, and processes; (h) database information, network contacts, and partner relationships; (i) pricing information and transaction documentation; (j) any information marked, designated, or identified as confidential; and (k) any information that would reasonably be considered confidential given the nature of the information and circumstances of disclosure.

1.3.   **"Introduced Party"** means any individual, entity, company, partnership, trust, or other legal person whose existence, identity, or contact details are disclosed or revealed to the Receiving Party by Sourcent, including but not limited to property owners, sellers, buyers, investors, developers, agents, brokers, or any other party involved in or connected to real estate transactions or investment opportunities.

1.4.   **"Transaction"** means any agreement, contract, deal, purchase, sale, lease, investment, joint venture, partnership, financing arrangement, or any other commercial arrangement or relationship of any kind entered into, negotiated, or contemplated between the Receiving Party (or any Related Party) and any Introduced Party.

1.5.   **"Related Party"** means, in relation to the Receiving Party, any affiliate, subsidiary, parent company, sister company, associated entity, director, officer, employee, agent, representative, advisor, consultant, or any other person or entity acting on behalf of or in concert with the Receiving Party.

1.6.   **"Intermediation Agreement"** means any separate agreement between Sourcent and the Receiving Party governing intermediation services, brokerage arrangements, or similar commercial relationships, whether executed before, simultaneously with, or after this Agreement.

1.7.   **"Introduction"** means the act of Sourcent disclosing, revealing, or making known to the Receiving Party the existence, identity, contact details, or any other information relating to an Introduced Party.

1.8. **"Dutch Law"** means the laws of the Kingdom of the Netherlands as they may be amended, modified, or supplemented from time to time.

1.9. **"Sourcent Fee"** means the intermediation fee that would be payable to Sourcent under an Intermediation Agreement or, in the absence of such agreement, under Sourcent's standard fee structure applicable to the relevant Transaction type.

1.10. **"Circumvention"** means any direct or indirect contact, communication, negotiation, or attempt to establish a business relationship with any Introduced Party without Sourcent's prior written consent and active involvement, or any attempt to bypass, exclude, or avoid Sourcent's intermediation role in connection with any Transaction.

1.11. **"Business Day"** means a day (other than Saturday or Sunday) on which commercial banks are generally open for business in Amsterdam, the Netherlands.

1.12. **"Force Majeure Event"** means any event, circumstance, or cause beyond the reasonable control of a Party, including but not limited to acts of God, war, terrorism, epidemic, pandemic, government action, or natural disasters.

2. **Purpose and Scope**

2.1. The primary purpose of this Agreement is to protect the legitimate commercial interests of Sourcent by ensuring that all Confidential Information disclosed by Sourcent to the Receiving Party is maintained in strict confidence and used solely for the purposes permitted under this Agreement.

2.2. This Agreement establishes comprehensive non-circumvention obligations to prevent the Receiving Party from bypassing Sourcent's intermediation role by engaging directly or indirectly with any Introduced Party without Sourcent's prior written consent.

2.3. The obligations under this Agreement apply to all Confidential Information disclosed by Sourcent to the Receiving Party, whether disclosed before, during, or after the execution of this Agreement, and regardless of whether the parties subsequently enter into an Intermediation Agreement.

2.4.   This Agreement is intended to operate independently of and in addition to any existing or future Intermediation Agreement between the parties, and shall remain in full force and effect even if no Intermediation Agreement is executed or if any such agreement is terminated.

2.5.   The scope of this Agreement extends to all forms of Confidential Information disclosure, including oral, written, electronic, or digital communications, presentations, documents, data, and any other medium through which information may be conveyed.

2.6.   The Receiving Party acknowledges that Sourcent's business relationships, deal flow, and proprietary information constitute valuable commercial assets that require protection against unauthorized use, disclosure, or circumvention.

3.   **Confidential Information**

3.1.   For the purposes of this Agreement, **"Confidential Information"** means any and all information, data, materials, and documentation disclosed by Sourcent to the Receiving Party, whether orally, in writing, electronically, or in any other form, including but not limited to:

(a)   Property details, specifications, locations, addresses, ownership information, and legal status of real estate assets;

(b)   Financial information, valuations, investment analyses, cash flow projections, and profitability assessments;

(c)   AI-generated forecasts, predictive models, market analyses, and proprietary algorithms or methodologies;

(d)   Transaction structures, deal terms, pricing information, and negotiation strategies;

(e)   Contact information, identity, and details of property owners, sellers, buyers, investors, and other third parties;

(f)   Business relationships, commercial arrangements, and contractual obligations with third parties;

(g)   Marketing materials, presentations, reports, photographs, and technical documentation;

(h)   Strategic plans, business opportunities, and commercial intelligence;

(i)   Any information derived from, based upon, or incorporating any of the foregoing.

3.2.   Confidential Information includes information that is disclosed prior to the execution of this Agreement and information disclosed at any time during the term of this Agreement.

3.3.   Confidential Information remains confidential regardless of whether it is marked as "confidential" or similar designation, and regardless of the medium or format in which it is communicated.

3.4.   The following information shall not be considered Confidential Information:

(a)   information that is required to be disclosed by law, court order, or governmental regulation, provided the Receiving Party gives Sourcent prompt written notice of such requirement.

(b)   Information that is publicly available through no breach of this Agreement by the Receiving Party;

(c)   Information that was known to the Receiving Party prior to disclosure by Sourcent, as evidenced by written records predating such disclosure;

(d)   Information that is independently developed by the Receiving Party without use of or reference to Confidential Information;

(e)   Information that is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation.

4.   **Confidentiality Obligations**

4.1.   The Receiving Party undertakes to maintain strict confidentiality of all Confidential Information received from Sourcent and shall not disclose, distribute, publish, share,

forward, or otherwise communicate any Confidential Information to any third party without Sourcent's prior written consent.

4.2. The Receiving Party shall not use any Confidential Information for any purpose other than evaluating potential Transactions through Sourcent's intermediation services.

4.3. The Receiving Party shall not reproduce, copy, duplicate, or create derivative works based on any Confidential Information without Sourcent's express authorization.

4.4. The Receiving Party shall not distribute, transmit, or otherwise make available any Confidential Information to any person, entity, or organization, whether such distribution occurs through electronic means, physical transfer, or any other method of communication.

4.5. The Receiving Party shall implement reasonable security measures to protect Confidential Information from unauthorized access or disclosure, including but not limited to:

    (a) secure storage and access controls for all Confidential Information;

    (b) restricting access to Confidential Information to those employees, advisors, or representatives who have a legitimate need to know such information for Transaction evaluation purposes and who are bound by confidentiality obligations equivalent to those contained in this Agreement;

    (c) restrictions on copying or distribution of documents and materials containing Confidential Information.

4.6. The Receiving Party acknowledges that any breach of the confidentiality obligations set forth in this section may cause irreparable harm to Sourcent for which monetary damages would be an inadequate remedy.

4.7. The obligations contained in this section shall apply regardless of whether the Confidential Information is marked as confidential or whether the Receiving Party knew or should have known that such information was confidential in nature.

4.8. The Receiving Party shall immediately notify Sourcent in writing of any unauthorized disclosure, use, or suspected breach of the confidentiality obligations under this Agreement.

5. **Non-Circumvention and Deal Protection**

5.1. **Non-Circumvention Obligation**. The Receiving Party shall not, directly or indirectly, contact, communicate with, negotiate with, or enter into any Transaction with any Introduced Party without Sourcent's prior written consent and active involvement in such Transaction.

5.2. **Scope of Prohibition**. The non-circumvention obligation applies to all forms of contact or engagement, including but not limited to:

(a) Direct contact with property sellers, owners, developers, or their representatives;

(b) Contact through third parties, intermediaries, agents, or advisors;

(c) Contact through alternative channels, platforms, or listings discovered subsequent to Sourcent's Introduction;

(d) Participation in transactions where the same Property is offered through different channels or representatives.

5.3. **Information-Based Circumvention**. The Receiving Party shall not use any Confidential Information, property details, contact information, or market intelligence obtained from Sourcent to identify, contact, or transact with Introduced Parties through alternative means.

5.4. **Protection Period**. The non-circumvention obligation shall remain in effect for a period of eighteen (18) months from the date of each Introduction, regardless of whether this Agreement remains in force.

5.5. **Fee Obligation Upon Circumvention**. If the Receiving Party engages in any circumvention activity or completes a Transaction with an Introduced Party in violation of this clause 5, the Receiving Party shall immediately pay Sourcent the

full Sourcent Fee that would have been due if the Transaction had been completed through Sourcent's intermediation.

5.6. **Liquidated Damages**. In addition to the Sourcent Fee, the Receiving Party shall pay liquidated damages equal to one hundred percent (100%) of the applicable Sourcent Fee for any Transaction completed in violation of the non-circumvention provisions, which the Parties agree represents a reasonable estimate of Sourcent's additional damages from such breach.

5.7. **Notification Obligation**. The Receiving Party shall immediately notify Sourcent in writing of any contact, communication, or approach from any Introduced Party, whether initiated by the Receiving Party or the Introduced Party, and shall not respond to such contact without Sourcent's written consent.

5.8. **Third Party Circumvention**. The Receiving Party shall ensure that its affiliates, agents, representatives, advisors, and related parties comply with the non-circumvention obligations set forth in this clause 5, and the Receiving Party shall remain fully liable for any violations by such parties.

5.9. **Survival**. The provisions of this clause 5 shall survive termination or expiration of this Agreement for the full eighteen (18) month protection period applicable to each Introduction.

6. **Permitted Use**

6.1. The Receiving Party may use Confidential Information solely for the purpose of evaluating potential property investment or acquisition opportunities presented by Sourcent through Sourcent's intermediation services.

6.2. Any evaluation activities undertaken by the Receiving Party must be conducted exclusively through Sourcent and in accordance with the terms and procedures established by Sourcent.

6.3. The Receiving Party shall not use Confidential Information for any purpose other than the evaluation specified in clause 6.1, including but not limited to:

(a)   using Confidential Information to compete with Sourcent or establish competing intermediation services;

(b)   reverse engineering, analyzing, or attempting to discover Sourcent's proprietary methodologies or business processes;

(c)   creating or maintaining independent records or databases incorporating Confidential Information;

(d)   using Confidential Information for any purpose other than evaluating specific Properties introduced by Sourcent.

6.4.   **Trade Secrets Protection**. The Receiving Party recognizes that Sourcent's database of properties, network of contacts, partner relationships, deal sourcing methodologies, and business processes constitute valuable trade secrets and proprietary information that provide Sourcent with competitive advantage in the marketplace.

6.5.   The Receiving Party acknowledges that the permitted use does not grant any right to proceed with any Transaction except through Sourcent's continued involvement as intermediary.

6.6.   All evaluation activities must be conducted in good faith and with the genuine intention of potentially proceeding with a Transaction through Sourcent's services.

7.   **Return of Information**

7.1.   Upon termination of this Agreement or upon Sourcent's written request, the Receiving Party shall immediately return or destroy all documents, materials, and data containing or derived from Confidential Information, and provide written certification of such return or destruction.

7.2.   In addition to the return obligations under clause 7.1, the Receiving Party shall permanently delete or destroy all electronic copies, backup files, cached data, and any other digital records containing Confidential Information from all computer systems, mobile devices, cloud storage accounts, and other electronic storage media under its control.

7.3. The Receiving Party shall provide written certification to Sourcent within ten (10) Business Days of any request under clause 7.1, confirming that all Confidential Information has been returned or destroyed in accordance with this clause 7, and that no copies remain in the Receiving Party's possession or control.

7.4. Notwithstanding the return or destruction obligations in this clause 7, the Receiving Party's confidentiality and non-circumvention obligations under this Agreement shall continue in full force and effect.

7.5. The Receiving Party may retain Confidential Information only to the extent required by applicable law or regulatory requirements, provided that such retained information remains subject to the confidentiality obligations under this Agreement.

8. **Remedies and Enforcement**

8.1. **Injunctive Relief**

(a) The Receiving Party acknowledges that any breach of this Agreement would cause irreparable harm to Sourcent for which monetary damages would be inadequate.

(b) Sourcent shall be entitled to seek immediate injunctive relief and specific performance to prevent or remedy any breach of this Agreement without the need to prove actual damages or post security.

8.2. **Contractual Penalty for Confidentiality Breach**

(a) Without prejudice to any other rights or remedies available to Sourcent, if the Receiving Party breaches any confidentiality obligation under this Agreement, the Receiving Party shall forfeit, for the benefit of Sourcent, an immediately payable penalty, without any prior notice of default or formal demand being required, of EUR 10,000, increased by an amount of EUR 500 for each day the breach continues, without prejudice to Sourcent's right to demand compliance with the foregoing or to claim damages instead of the penalty.

8.3. **Circumvention Penalties and Fee Obligations**

(a)   If the Receiving Party engages in any Circumvention, the Receiving Party shall pay Sourcent the full Sourcent Fee that would have been due if the Transaction had been completed through Sourcent's intermediation and liquidated damages equal to one hundred percent (100%) of such Sourcent Fee.

    (i)   The fee obligations and liquidated damages under clause 8.3.1 are cumulative and shall apply to each separate act of Circumvention.

(b)   Where a Transaction is completed following Circumvention, the Sourcent Fee for calculation purposes shall be determined based on Sourcent's standard fee structure as would have applied to such Transaction.

8.4.   **Additional Damages**

(a)   The contractual penalties specified in this clause 8 represent liquidated damages but do not constitute a limitation on Sourcent's right to claim additional actual damages.

(b)   Sourcent may elect to claim either the contractual penalties or prove and recover its actual damages, whichever is greater.

8.5.   **Enforcement Obligations**

(a)   All penalties and fee obligations under this clause 8 shall be paid within 30 days of written demand by Sourcent.

(b)   Late payment shall incur interest at the statutory commercial interest rate under Dutch law from the due date until payment in full.

9.   **Legal Costs**

9.1.   The Receiving Party shall be liable for and shall indemnify Sourcent against all reasonable legal costs, expenses, and fees incurred by Sourcent in connection with the enforcement of this Agreement or any breach thereof by the Receiving Party.

9.2. Such costs and expenses include, but are not limited to, attorneys' fees, court costs, expert witness fees, investigation costs, and any other professional fees reasonably incurred in pursuing legal remedies under this Agreement.

9.3. The Receiving Party's obligation to pay legal costs under this clause 9 shall arise regardless of whether enforcement proceedings result in a judgment in favor of Sourcent, provided that Sourcent's claim was made in good faith and on reasonable grounds.

9.4. Sourcent may seek immediate reimbursement of legal costs incurred, and such costs shall be payable within thirty (30) days of written demand accompanied by reasonable documentation of the costs claimed.

9.5. This clause 9 shall survive termination or expiration of this Agreement and shall remain in full force and effect with respect to any enforcement actions relating to breaches that occurred during the term of this Agreement.

10. **Intellectual Property Rights**

10.1. **Sourcent's Intellectual Property.** All intellectual property rights in and to Sourcent's databases, methodologies, analytical frameworks, property evaluation systems, contact networks, marketing materials, documentation templates, and proprietary information systems remain the exclusive property of Sourcent.

10.2. **Restricted Use Rights.** The Receiving Party is granted a limited, non-exclusive, non-transferable right to use Sourcent's materials solely for the purpose of evaluating Properties introduced by Sourcent under this Agreement, and may not reproduce, distribute, modify, or create derivative works from such materials.

10.3. **Database and Contact Restrictions.** The Receiving Party shall not extract, compile, or otherwise use information from Sourcent's databases or contact networks to create competing databases, contact lists, or information systems, whether directly or through third parties.

10.4. **No Reverse Engineering.** The Receiving Party shall not attempt to reverse engineer, decompile, or otherwise derive Sourcent's methodologies, analytical processes, or proprietary systems from materials provided during the course of this Agreement.

10.5. **Return of Materials.** Upon termination of this Agreement or upon Sourcent's request, the Receiving Party shall promptly return or destroy all materials containing Sourcent's intellectual property, including electronic copies, and provide written certification of such return or destruction.

10.6. **Third Party Rights.** Sourcent warrants that it has the necessary rights to provide the Receiving Party with access to its intellectual property for the purposes set forth in this Agreement, and that such use will not infringe upon the rights of third parties.

10.7. **Survival.** The obligations set forth in this clause shall survive termination of this Agreement for a period of eighteen (18) months and shall remain binding upon the Receiving Party and its successors and assigns.

10.8. In the event of a breach of the foregoing, the Receiving Party shall forfeit, for the benefit of Sourcent, an immediately payable penalty—without any prior notice of default or formal demand being required—of EUR 10,000, increased by an amount of EUR 500 for each day the breach continues, without prejudice to Sourcent's right to demand compliance with the foregoing or to claim damages instead of the penalty.

11. **Term and Survival**

11.1. This Agreement shall commence on the date of execution and shall remain in effect indefinitely, subject to the specific term provisions set out in this clause.

11.2. The confidentiality obligations set out in clause 4 shall survive termination of this Agreement and remain in effect for a period of eighteen (18) months following the date of termination or the date of last disclosure of Confidential Information, whichever is later.

11.3. The non-circumvention obligations set out in clause 5 shall apply for a period of eighteen (18) months from the date of each Introduction of an Introduced Party to the Receiving Party.

11.4. The obligations relating to the return of Confidential Information set out in clause 7 shall survive any termination of discussions or business relationship and may be enforced by Sourcent at any time.

11.5. The remedies and enforcement provisions set out in clauses 8 and 9 shall survive indefinitely and shall remain available to Sourcent notwithstanding any termination of discussions or business relationship between the Parties.

11.6. For the avoidance of doubt, the cessation of active discussions between the Parties regarding any particular Transaction shall not affect the continuing obligations of the Receiving Party under this Agreement.

11.7. The Receiving Party's obligations under this Agreement shall remain binding upon the Receiving Party and its Related Parties regardless of whether the Parties subsequently enter into an Intermediation Agreement or any other agreement.

12. Compatibility with Intermediation Agreement

12.1. This Agreement operates independently of any Intermediation Agreement that may be entered into between the Parties, whether before, simultaneously with, or after the execution of this Agreement.

12.2. In the event that the Parties enter into an Intermediation Agreement, the provisions of this Agreement shall remain in full force and effect and shall be cumulative with, and not in substitution for, the protections afforded under such Intermediation Agreement.

12.3. Where both this Agreement and an Intermediation Agreement are in effect between the Parties, the provisions of the Intermediation Agreement shall prevail in the event of any conflict or inconsistency, unless this Agreement expressly provides for greater protection of Sourcent's confidential information or commercial interests on a specific matter not addressed by the Intermediation Agreement.

12.4. The definitions used in this Agreement are intended to be consistent with those used in Sourcent's standard form Intermediation Agreement, and any ambiguity in interpretation shall be resolved by reference to the corresponding definitions in the Intermediation Agreement.

12.5. The Receiving Party acknowledges that this Agreement is designed to protect Sourcent's commercial interests and relationships in advance of and independently from any formal intermediation arrangement, and that the obligations contained

herein shall not be diminished or superseded by any subsequent Intermediation Agreement unless expressly agreed in writing.

12.6. Any breach of this Agreement shall constitute grounds for Sourcent to refuse to enter into or to terminate any Intermediation Agreement with the Receiving Party, without prejudice to Sourcent's other rights and remedies.

13. **No Obligation to Disclose**

13.1. Nothing in this Agreement shall obligate Sourcent to disclose any particular confidential information to the Receiving Party or to make any specific information available at any particular time.

13.2. Sourcent retains absolute discretion to determine:

(a) what confidential information, if any, to disclose to the Receiving Party;

(b) the timing and manner of any such disclosure;

(c) whether to invite or permit the Receiving Party to participate in any particular Transaction or business opportunity.

13.3. Sourcent may at any time and for any reason discontinue providing confidential information to the Receiving Party without notice or liability.

13.4. The Receiving Party acknowledges that Sourcent owes no duty to the Receiving Party to disclose any information or to provide any business opportunities, and waives any claim that might arise from Sourcent's decision not to disclose information or not to involve the Receiving Party in any particular Transaction.

13.5. Nothing in this Agreement creates any partnership, joint venture, agency relationship, or fiduciary duty between the Parties beyond the confidentiality and non-circumvention obligations expressly set forth herein.

13.6. **Non-Disclosure Agreement Requirement**

13.7. If the Receiving Party has not previously executed a separate non-disclosure agreement with Sourcent, the Receiving Party shall be required to execute Sourcent's

standard non-disclosure agreement as a condition precedent to receiving any Confidential Information or services under this Agreement.

13.8. The execution of a separate non-disclosure agreement shall not diminish or supersede the confidentiality obligations set forth in this Agreement, and both agreements shall remain in full force and effect.

14.   No Advisory Relationship

14.1. Nothing in this Agreement shall be construed as Sourcent providing legal, financial, tax or investment advice, or as Sourcent verifying the accuracy of any information disclosed.

14.2. The Receiving Party acknowledges that all Confidential Information is provided for evaluation purposes only and that any investment or business decisions must be made based on the Receiving Party's own independent analysis and due diligence.

14.3. Sourcent makes no representation or warranty as to the accuracy, completeness, or reliability of any Confidential Information provided, and the Receiving Party assumes all risks associated with the use of such information.

15.   **Governing Law and Jurisdiction**

15.1. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

15.2. The Dutch courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including any dispute regarding the existence, validity, or termination of this Agreement.

15.3. The parties irrevocably submit to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands, for the determination of any such dispute.

15.4. Each party irrevocably waives any right to object to proceedings being brought in the courts of Amsterdam on the grounds of venue or on the grounds that the proceedings have been brought in an inappropriate forum.

15.5. This clause is for the benefit of Sourcent only and Sourcent may, if it so elects, bring proceedings against the Receiving Party in any other court of competent jurisdiction.

16. **Severability**

16.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

16.2. In the event that any provision is deemed invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to replace such provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original commercial purpose and intent of the severed provision.

16.3. If the severed provision relates to the **core obligations** of confidentiality or non-circumvention under this Agreement, and no suitable replacement provision can be agreed upon within thirty (30) days of the determination of invalidity, either Party may terminate this Agreement upon written notice to the other Party.

16.4. The Parties acknowledge that the confidentiality obligations and non-circumvention obligations contained in this Agreement are **independent and severable** from one another, such that the invalidity of any confidentiality provision shall not affect the enforceability of the non-circumvention provisions, and vice versa.

17. **Entire Agreement and Amendments**

18. **Effect of Termination**

18.1. Termination of this Agreement shall not affect any rights or obligations that have accrued prior to the date of termination, including without limitation any obligation to pay the Sourcent Fee for Transactions in progress or completed.

18.2. Upon termination, each Party shall immediately return or destroy all Confidential Information received from the other Party, except as required for legal or regulatory compliance.

18.3.   The Receiving Party shall remain liable for all fees and expenses incurred prior to the termination date and shall pay any outstanding invoices within thirty (30) days of termination.

18.4.   This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements relating to such subject matter, whether written or oral.

18.5.   No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

18.6.   This Agreement is intended to operate independently of and in addition to any existing or future Intermediation Agreement between the Parties, and the provisions of this Agreement shall remain in full force and effect regardless of whether such Intermediation Agreement is executed, terminated, or expires.

18.7.   In the event of any conflict between the provisions of this Agreement and any Intermediation Agreement between the Parties, the provisions of the Intermediation Agreement shall prevail, except where this Agreement provides for protections not expressly addressed in the Intermediation Agreement.

18.8.   Any waiver of a breach of any provision of this Agreement must be in writing and shall not constitute a waiver of any other breach of the same or any other provision.

ELECTRONIC ACCEPTANCE: By clicking "I Agree" or "Accept" or similar button or checkbox, or by accessing or using confidential information provided by Sourcent, the Receiving Party acknowledges that it has read, understood, and agrees to be bound by all terms and conditions of this Agreement.

The electronic acceptance of this Agreement shall be deemed equivalent to a written signature and shall be legally binding upon the Receiving Party.

This Agreement becomes effective immediately upon the Receiving Party's electronic acceptance and shall remain binding in accordance with the terms set forth herein.

Agreement Date: The date of your electronic acceptance

SOURCENT PROPERTY GROUP VOF

Electronic Evidence: Electronic logs, timestamps, metadata and digital acceptance records maintained by Sourcent shall constitute valid evidence of acceptance.