

These General Terms & Conditions

Apply to all Users of Sourcent's services

Sourcent Property Group VOF

And all Users who:

Access Sourcent's website, platform, receive property information, or benefit from introductions

### **Parties**

(1) **Sourcent Property Group VOF**, a partnership organized and existing under the laws of the Netherlands, with its registered office in the Netherlands, registered with the Dutch Chamber of Commerce (hereinafter referred to as "**Sourcent**");

and

(2) Any individual or legal entity accepting and agreeing to be bound by these General Terms & Conditions upon digital acceptance or use of Sourcent's services, platform, or receipt of property information, whether acting as an investor, lead, buyer, or in any other capacity in connection with Sourcent's intermediation services (hereinafter referred to as the "**User**" or "**Client**").

### **Background**

(A) Sourcent Property Group VOF ("**Sourcent**") is a Dutch partnership specializing in intermediation services within the European real estate market, with particular focus on connecting real estate investors with property opportunities in Target Jurisdictions, including France, Spain, Italy, and other jurisdictions within the European Union and international markets.

(B) These General Terms & Conditions ("General Terms") are designed to supplement, reinforce, and operate in conjunction with Sourcent's Real Estate Intermediation Agreement ("**Intermediation Agreement**" or "**IA**"), establishing a comprehensive framework for the protection of Sourcent's commercial interests, intellectual property, and business relationships.

- (C) The purpose of these General Terms is to govern all use of Sourcent's services, platform, systems, databases, and confidential information by any person or entity, including but not limited to investors, leads, buyers, sellers, and any other parties who receive introductions, property information, or access to Sourcent's intermediation services.
- (D) These General Terms apply from the moment any User accesses Sourcent's platform, receives property information, or benefits from any introduction or intermediation service, and are binding upon digital acceptance, continued use of services, or receipt of confidential information.
- (E) The General Terms are specifically designed to protect Sourcent's fee rights, ensure transparency in communications with Introduced Parties, safeguard confidential information and trade secrets, and ensure compliance with applicable Dutch and European Union legal requirements.
- (F) Where these General Terms overlap with or supplement the Intermediation Agreement, both documents shall operate cumulatively to provide maximum protection to Sourcent, with any ambiguity resolved in favor of the document providing greater protection to Sourcent's interests.
- (G) These General Terms incorporate by reference the definitions, obligations, processes, and protections established in the Intermediation Agreement and are intended to create seamless integration between all contractual documents governing the relationship between Sourcent and its clients.
- (H) Nothing in these General Terms shall contradict or diminish the protections afforded to Sourcent under the Intermediation Agreement, and Users acknowledge that acceptance of these General Terms may lead to the execution of formal Intermediation Agreements for specific transactions or ongoing relationships.

## 1. **Definitions**

- 1.1. In these General Terms, the following terms shall have the meanings set forth below, which are consistent with and incorporate the definitions established in Sourcent's Real Estate Intermediation Agreement:

- 1.2. **Intermediation Services** means the services provided by Sourcent as an intermediary consisting solely of introductions, sharing of deal information and documentation, and facilitation of initial contact between Client and Introduced Parties, as more fully described in the Intermediation Agreement.
- 1.3. **Introduced Party** means any seller, property owner, developer, real estate agent, partner agency, intermediary, or other party introduced to the Client by Sourcent in connection with a property opportunity, including any affiliates, subsidiaries, or related entities of such parties.
- 1.4. **Transaction** means any purchase, acquisition, lease, option, joint venture, partnership, investment, or other commercial arrangement involving real property or real estate investments with any Introduced Party, whether completed directly with an Introduced Party or indirectly through third parties, and whether completed immediately following Introduction or at any time within the Protection Period.
- 1.5. **Purchase Price** means the total consideration paid or payable for any Transaction, including but not limited to the base purchase price, deposits, fees, taxes, additional payments, earnouts, contingent consideration, assumed liabilities, and any other amounts paid or payable in connection with the Transaction.
- 1.6. **Confidential Information** means all non-public information disclosed by Sourcent to Client 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.
- 1.7. **Client** or **Investor** means the User accepting these General Terms who seeks to identify and potentially acquire real estate investment opportunities through Sourcent's Intermediation Services.
- 1.8. **Sourcent Fee** means the intermediation fee payable to Sourcent, being a percentage of the Purchase Price.
- 1.9. **Introduction** means the act by Sourcent of providing Client with information about a property opportunity and/or facilitating initial contact between Client and an

Introduced Party, whether through email, documentation, meetings, calls, or any other form of communication.

- 1.10. **Target Jurisdictions** means those geographic markets and regions where Sourcent provides Intermediation Services, including but not limited to Europe, Asia, and other international markets as Sourcent may designate from time to time.
- 1.11. **Platform** means Sourcent's websites, digital systems, databases, applications, and any other technological infrastructure used to provide Intermediation Services or communicate with Clients.
- 1.12. **General Terms** means these General Terms & Conditions, including any amendments or updates made in accordance with the Amendment provisions herein.
- 1.13. **Intermediation Agreement** or **IA** means Sourcent's Real Estate Intermediation Agreement or any successor version thereof, which may be executed between Sourcent and the Client for specific transactions or ongoing relationships.
- 1.14. **User** means any individual or entity that accesses Sourcent's Platform, receives Confidential Information, benefits from an Introduction, or otherwise uses or is exposed to Sourcent's Intermediation Services.
- 1.15. **Protection Period** means the period of eighteen (18) months following each Introduction during which the non-circumvention obligations and fee payment duties remain in effect.
- 1.16. **Liquidated Damages** means the additional penalty equal to one hundred percent (100%) of the Sourcent Fee that becomes payable in the event of circumvention or breach of non-circumvention obligations, as specified in the Non-Circumvention provisions.

## 2. **Interpretation**

- 2.1. **Headings and Structure.** The headings, section titles, and paragraph numbers in these General Terms are for reference and convenience only and shall not affect the interpretation, construction, or meaning of any provision.

- 2.2. **Singular and Plural.** Words in the singular include the plural and vice versa. Words in the masculine gender include the feminine and neuter genders and vice versa.
- 2.3. **Including.** The word "including" and similar expressions shall be construed as meaning "including but not limited to" and shall not limit the generality of any preceding words or expressions.
- 2.4. **References.** References to any statute, regulation, or legal provision shall include any modification, amendment, extension, or re-enactment thereof. References to "writing" or "written" include email and other electronic communications.
- 2.5. **Currency.** All monetary amounts referenced in these General Terms are expressed in Euros (EUR) unless otherwise specified.

### 3. **Relationship to Intermediation Agreement**

- 3.1. These General Terms are designed to supplement, complement, and operate in conjunction with Sourcent's Real Estate Intermediation Agreement and shall not contradict or diminish any protections, rights, or obligations contained therein.
- 3.2. These General Terms and the Intermediation Agreement shall be read together as a unified contractual framework, with both documents operating cumulatively to provide comprehensive protection for Sourcent's commercial interests, fee rights, and confidential information.
- 3.3. In the event of any overlap, ambiguity, or apparent inconsistency between these General Terms and the Intermediation Agreement, the document providing **greater protection to Sourcent** shall prevail and govern the matter in question.
- 3.4. All definitions, terms, and concepts used in these General Terms shall have the same meaning as those defined in the Intermediation Agreement, ensuring complete consistency across all contractual documentation.
- 3.5. Where these General Terms reference specific provisions, processes, or protections contained in the Intermediation Agreement, such references are incorporated herein by reference and form an integral part of these General Terms.
- 3.6. Users who accept these General Terms acknowledge that:

- (a) They may be required to execute a formal Intermediation Agreement if a Transaction progresses or if an ongoing relationship develops with Sourcent.
  - (b) The obligations and protections contained in these General Terms shall continue to apply even after execution of an Intermediation Agreement.
  - (c) These General Terms establish binding obligations from the moment of acceptance, regardless of whether a formal Intermediation Agreement is subsequently executed.
- 3.7. Nothing in these General Terms shall be construed as waiving, limiting, or reducing any rights, remedies, or protections available to Sourcent under the Intermediation Agreement or applicable law.

#### 4. **Nature of Sourcent's Services**

- 4.1. **Intermediary Status Only.** Sourcent acts solely as an intermediary facilitating introductions between investors and property sellers, owners, developers, and partner agencies, and does not act as a real estate agent, broker, seller, buyer, or contracting party to any real estate transaction.
- 4.2. **No Negotiation Authority.** Sourcent does not negotiate terms, prices, or conditions on behalf of any party and has no authority to bind any party to any agreement or transaction.
- 4.3. **Information Provision "As Is".** All property information, market data, analyses, and other materials provided by Sourcent are furnished strictly "as is" without any representation, warranty, or guarantee as to their accuracy, completeness, or suitability.
- 4.4. **No Verification Obligation.** Sourcent does not verify, validate, or confirm the accuracy or completeness of any property information, financial data, legal status, or other details provided by third parties or contained in its databases.

- 4.5. **No Advisory Services.** Sourcent provides no legal, tax, financial, investment, or other professional advice, and Users must not rely on Sourcent's services or information as a substitute for independent professional counsel.
- 4.6. **Due Diligence Requirement.** Users are solely responsible for conducting their own independent due diligence, verification, and analysis of all property information, legal requirements, tax implications, and investment risks.
- 4.7. **Third Party Information.** Information regarding properties, markets, or investment opportunities may be obtained from third parties, and Sourcent makes no representations regarding the reliability or accuracy of such third-party information.
- 4.8. **Service Limitations.** Sourcent's intermediation services are limited to making introductions, providing property information, and facilitating initial contact between parties, and do not extend to transaction management, closing services, or ongoing advisory relationships.
- 4.9. **Independent Relationship.** Each User maintains an independent relationship with Sourcent and acknowledges that Sourcent may simultaneously serve multiple parties with potentially competing interests in the same or related transactions.

## 5. **Acceptance and Binding Effect**

- 5.1. These General Terms become binding upon a User through **explicit acceptance**, which may occur by: (i) clicking an acceptance checkbox or "I agree" button on Sourcent's platform or in any digital communication; (ii) providing a written or electronic signature; or (iii) confirming acceptance by email or other written communication. Prior to or at the time of **acceptance**, Sourcent shall make these General Terms available to the User in a manner that allows the User to download, save, and reproduce them for future reference, whether through Sourcent's website, by email, or by other appropriate means. In addition to explicit acceptance, continued use of Sourcent's platform, services, or receipt of confidential information after having been provided with these General Terms and an opportunity to accept them shall constitute acceptance of these terms.

- 5.2. Digital acceptance through checkbox, electronic signature, or click-through acceptance constitutes a legally binding agreement equivalent to a handwritten signature under Dutch law and EU electronic signature regulations.
- 5.3. Users who access Sourcent's platform without completing formal registration are nonetheless bound by these General Terms from the moment of first access or receipt of any information.
- 5.4. Corporate Users acknowledge that the individual accessing Sourcent's services has authority to bind their organization to these General Terms and any subsequent Intermediation Agreement.
- 5.5. Continued use of Sourcent's services, platform, or information after any amendment to these General Terms constitutes acceptance of the updated terms.
- 5.6. Users acknowledge that acceptance of these General Terms may lead to the requirement to execute formal Intermediation Agreements for specific transactions or ongoing business relationships.
- 5.7. No User may claim lack of authority, technical malfunction, or inadvertent acceptance as grounds for avoiding the binding effect of these General Terms once any of the acceptance actions in Section 5.1 have occurred.

## 6. **Client Obligations**

### 6.1. **Due Diligence Obligation**

- (a) Client shall conduct independent and comprehensive due diligence on all properties, investments, and business opportunities presented by Sourcent.
- (b) Client acknowledges that Sourcent provides information strictly "as is" and that Client bears sole responsibility for verifying accuracy, completeness, and suitability of all information received.
- (c) Client shall not rely solely on information provided by Sourcent for any investment or commercial decision.

### 6.2. **Professional Advice Requirement**

- (a) Client must obtain independent legal, tax, financial, and investment advice from qualified professionals before entering into any Transaction.
- (b) Client acknowledges that Sourcent does not provide legal, tax, financial, or investment advice and shall not treat any communication from Sourcent as such advice.

**6.3. Information Verification**

- (a) Client shall independently verify all property information, including but not limited to ownership, legal status, financial performance, market conditions, and regulatory compliance.
- (b) Client shall conduct or commission appropriate technical, legal, and financial inspections of any property of interest.

**6.4. Communication and Transparency Obligations**

- (a) Client may engage in direct contact, communication, and negotiation with Introduced Parties, provided that Client complies with all transparency and notification obligations set forth in Section 8 of these General Terms.
- (b) Client shall include Sourcent in copy (CC) on all e-mail correspondence with Introduced Parties and provide written summaries of other communications (telephone, meetings, video calls) within five (5) business days.
- (c) Client acknowledges that direct communication and negotiation with Introduced Parties is permitted, provided that Client keeps Sourcent informed in accordance with the transparency and notification requirements of Section 8 and that the full Sourcent Fee remains payable for any Transaction during the Protection Period.

**6.5. Confidentiality Compliance**

- (a) Client shall maintain strict confidentiality of all Confidential Information received from Sourcent in accordance with the terms set forth in Section 7 of these General Terms and Sourcent's Non-Disclosure Agreement.

- (b) Client shall implement appropriate measures to prevent unauthorized disclosure of Confidential Information to third parties.

#### 6.6. **Non-Circumvention Compliance**

- (a) Client shall strictly comply with all non-circumvention obligations set forth in Section 8 of these General Terms and the Intermediation Agreement.
- (b) Client acknowledges that direct communication with Introduced Parties is permitted, provided that all notification and transparency requirements set forth in Section 8 are met and the Sourcent Fee remains payable for any Transaction during the Protection Period.

#### 6.7. **Platform and System Usage**

- (a) Client shall use Sourcent's Platform and systems in accordance with Section 12 of these General Terms and any additional usage guidelines provided by Sourcent.
- (b) Client shall not misuse, manipulate, or attempt to circumvent any security measures or access controls implemented by Sourcent.

#### 6.8. **Ongoing Cooperation**

- (a) Client shall provide reasonable cooperation to Sourcent in connection with any Introduction or potential Transaction.
- (b) Client shall promptly respond to reasonable requests from Sourcent for information or updates regarding interactions with Introduced Parties or progress of potential Transactions.
- (c) Client shall provide all information relevant to the execution of the assignment to the Contractor.
- (d) Client is obliged to provide all data and documents that the Contractor deems necessary for the correct execution of the assignment, in a timely manner and in the required form and manner.

- (e) Client guarantees the accuracy, completeness, and reliability of the data and documents made available to the Contractor, including those originating from third parties, unless the nature of the assignment dictates otherwise.
- (f) If the Client fails, fails to timely, or fails properly to provide the data and documents requested by the Contractor, and this causes a delay in the execution of the assignment, any resulting additional costs and fees shall be borne by the Client.

#### 6.9. **User Representations and Warranties**

- (a) By accepting these General Terms, each User represents and warrants to Sourcent that:
  - (i) All information provided to Sourcent, whether in connection with registration, due diligence, transactions, or otherwise, is true, accurate, complete, and not misleading in any material respect.
  - (ii) The User has full legal capacity, power, and authority to enter into these General Terms and any subsequent agreements with Sourcent.
  - (iii) If the User is representing a legal entity, the User has been duly authorized by such entity to bind it to these General Terms.
  - (iv) The User is not subject to any sanctions, restrictions, or prohibitions that would prevent lawful performance of obligations under these General Terms.
  - (v) All funds to be used in connection with any Transaction are derived from legitimate sources and comply with applicable anti-money laundering laws.
  - (vi) The User's execution and performance of these General Terms will not violate any law, regulation, or agreement to which the User is bound.
    - (A) The User acknowledges that these representations and warranties are given on the date of acceptance and are

deemed repeated on each occasion the User accesses Sourcent's services or receives information from Sourcent.

#### 6.10. **Compliance with Laws**

- (a) Client shall comply with all applicable laws, regulations, and regulatory requirements in connection with any Transaction or use of Sourcent's services.
- (b) Client shall obtain all necessary licenses, permits, and approvals required for any contemplated Transaction or investment activity.

#### 7. **Confidentiality**

- 7.1. All information provided by Sourcent to any User, whether in written, oral, electronic, visual, or any other form, including but not limited to property details, market analyses, contact information, financial data, investment opportunities, and business methodologies, shall be treated as **Confidential Information** as defined in the Intermediation Agreement.
- 7.2. Users acknowledge that Confidential Information constitutes valuable trade secrets and proprietary information of Sourcent, the unauthorized disclosure of which would cause irreparable harm to Sourcent's business interests.
- 7.3. Users undertake to maintain strict confidentiality regarding all Confidential Information and shall not, without Sourcent's prior written consent, disclose, publish, or communicate such information to any third party for any purpose.
- 7.4. The confidentiality obligations set forth herein apply immediately upon receipt of any Confidential Information, regardless of whether a formal Intermediation Agreement has been executed, and continue indefinitely after termination of any relationship with Sourcent.
- 7.5. Users may only use Confidential Information for the specific purpose of evaluating potential transactions introduced by Sourcent and shall not use such information for any competing business purpose or to the detriment of Sourcent's interests.

7.6. The detailed confidentiality framework, including specific exceptions, permitted disclosures, and enforcement mechanisms, is governed by Sourcent's comprehensive Non-Disclosure Agreement, which forms an integral part of these General Terms.

7.7. If the User breaches this confidentiality obligation, the User shall forfeit to the benefit of Sourcent an immediately payable penalty of €10,000 for each breach, plus an additional amount of €500 for each day that such breach continues. This applies regardless of whether the breach can be attributed to the User. Moreover, no prior notice of default or judicial proceedings are required for the forfeiture of this penalty. Nor is it necessary that any form of damage has occurred.

## 8. **Non-Circumvention**

8.1. **Non-Circumvention Obligation.** By accepting these General Terms, each User agrees not to circumvent Sourcent by attempting to avoid payment of the Sourcent Fee or by failing to keep Sourcent informed of communications and transactions with Introduced Parties. Users are permitted to communicate and negotiate directly with Introduced Parties, provided that they comply with all transparency and notification obligations set forth in this Section 8 and that the full Sourcent Fee remains payable for any Transaction completed during the Protection Period.

8.2. **Scope of Prohibition.** The non-circumvention obligation prohibits Users from:

- (a) Completing Transactions with Introduced Parties without notifying Sourcent and paying the applicable Sourcent Fee;
- (b) Concealing or failing to disclose any contact, communication, or negotiation with an Introduced Party from Sourcent;
- (c) Completing any Transaction with an Introduced Party without paying the applicable Sourcent Fee;
- (d) Using alternative transaction structures or arrangements specifically designed to avoid payment of the Sourcent Fee;

- (e) Engaging third parties, affiliates, or agents to contact or transact with Introduced Parties in an attempt to circumvent Sourcent's fee entitlements or transparency requirements.
- 8.3. **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 these General Terms or any Intermediation Agreement remains in force.
- 8.4. **Fee Obligation Upon Circumvention.** If a User engages in any circumvention activity or completes a Transaction with an Introduced Party in violation of this Section 8, the User shall immediately pay Sourcent the full Sourcent Fee that would have been due if the Transaction had been completed through Sourcent's intermediation.
  - (a) **Liquidated Damages.** In addition to the Sourcent Fee, the User 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.
- 8.5. **Notification and Transparency Obligations.** Users must notify Sourcent in writing within **one (1) business day** of any unsolicited contact received from any Introduced Party. Users must include Sourcent in copy (CC) on all e-mail correspondence with Introduced Parties. For other communications (telephone, meetings, video calls), Users must provide Sourcent with a written summary within five (5) business days. Important milestones (letters of intent, purchase agreements, completion) must be reported to Sourcent within one (1) business day.
- 8.6. **Penalty for Repeated Notification Violations.** In the event the User fails to comply with the notification and transparency obligations set forth in Section 8.5 on three (3) or more occasions, the User shall pay a penalty of **€5,000 (five thousand euros)** per subsequent breach, without prior notice of default (*ingebrekestelling*) being required. This penalty shall be immediately due and payable and shall not limit Sourcent's right to claim additional damages or pursue other remedies.

- 8.7. **Third Party Circumvention.** The User shall ensure that its affiliates, agents, representatives, advisors, and related parties comply with the non-circumvention obligations set forth in this Section 8, and the User shall remain fully liable for any violations by such parties.
- 8.8. **Enforcement Rights.** Sourcent reserves the right to seek injunctive relief, specific performance, and all available legal remedies to enforce the non-circumvention obligations, including but not limited to recovery of fees, damages, and legal costs.
- 8.9. **Survival.** The provisions of this Section 8 shall survive termination or expiration of these General Terms for the full eighteen (18) month Protection Period applicable to each Introduction.

## 9. **Fee Structure**

- 9.1. **Standard Fee Structure:** The Sourcent Fee shall be calculated as a percentage of the Purchase Price for any Transaction involving an Introduced Party, as specified in the Intermediation Agreement, regardless of whether the Transaction is completed directly through Sourcent or through circumvention of Sourcent's intermediation services.
- 9.2. **Premium Client Fee:** Users who have entered into a premium subscription agreement with Sourcent shall pay a reduced Sourcent Fee as specified in the Intermediation Agreement for any Transaction with an Introduced Party.
- 9.3. **Fee Obligation Period:** The obligation to pay the Sourcent Fee applies to any Transaction completed within eighteen (18) months from the date of each Introduction, regardless of whether the User maintains an active relationship with Sourcent during this Protection Period.
- 9.4. **Fee Due Upon Circumvention:** If a User contacts, negotiates with, or completes a Transaction with an Introduced Party without keeping Sourcent informed in accordance with Section 8, the full Sourcent Fee remains due and payable, together with Liquidated Damages equal to 100% of the Sourcent Fee as specified in Section 8.6.

- 9.5. **Payment Milestones:** Sourcent may invoice the Sourcent Fee at the milestones and according to the payment schedule described in the Intermediation Agreement, including but not limited to upon signing of preliminary agreements, completion of due diligence, or closing of the Transaction.
- (a) The Sourcent Fee shall be paid in two equal installments:
- (i) Fifty percent (50%) upon execution of a purchase agreement (koopovereenkomst) for the relevant property; and
- (ii) The remaining fifty percent (50%) upon completion of the Transaction and transfer of legal title.
- 9.6. **Multiple Transactions:** The Sourcent Fee is payable for each and every Transaction with **an** Introduced Party within the 18-month Protection Period, regardless of the number of prior Transactions. Each Transaction shall be subject to the full Sourcent Fee as calculated on the respective Purchase Price of each individual Transaction. After expiration of the Protection Period, the User may freely transact with the Introduced Party without fee obligations to Sourcent, provided all outstanding Sourcent Fees for Transactions completed during the Protection Period have been paid in full.
- 9.7. **Future Intermediation Agreement:** Users acknowledge and agree that progression of any potential Transaction may require execution of a formal Intermediation Agreement, and acceptance of these General Terms constitutes advance consent to the fee structure contained therein.
- 9.8. **Fee Calculation:** The Sourcent Fee shall be calculated on the total Purchase Price as defined in the Intermediation Agreement, including all consideration, whether paid in cash, kind, or through assumption of obligations.
- 9.9. **Currency and Payment:** All fees are due in Euros unless otherwise agreed in writing, and payment shall be made within thirty (30) days of invoice date to the bank account designated by Sourcent.
- 9.10. **Set-Off Prohibition.** Users may not set off, counterclaim, or deduct any alleged or actual claims, damages, losses, or credits against any amounts owed to Sourcent

under these General Terms, the Intermediation Agreement, or any other agreement. All payments to Sourcent must be made in full without deduction, withholding, or set-off of any kind.

9.11. **Late Payment.** If the User fails to make timely payment, the User shall be in default by operation of law and shall be liable for statutory interest, collection costs, and any other damages. The payment of any liquidated damages, contractual penalties, or pre-agreed compensation amounts specified in these General Terms or the Intermediation Agreement shall not limit or prejudice Sourcent's right to claim full actual damages, lost profits, or other remedies available at law or in equity. Such liquidated damages represent a minimum compensation and not a limitation of liability.

9.12. **Liquidated Damages Do Not Limit Full Damages.** The payment of any liquidated damages, contractual penalties, or pre-agreed compensation amounts specified in these General Terms or the Intermediation Agreement shall not limit or prejudice Sourcent's right to claim full actual damages, lost profits, or other remedies available at law or in equity. Such liquidated damages represent a minimum compensation and not a limitation of liability.

## 10. **Disclaimers and Warranties**

### 10.1. **Information "As Is"**

All information, data, analyses, property details, market intelligence, and other materials provided by Sourcent through any means, including but not limited to the Platform, oral communications, written reports, or electronic transmissions, are provided strictly "as is" and "as available" without any warranty, representation, or guarantee of any kind, whether express, implied, or statutory.

### 10.2. **Disclaimer of Warranties**

Sourcent expressly disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, timeliness, or non-infringement of third-party rights.

### 10.3. **No Verification Obligation**

Sourcent does not verify, validate, or guarantee the accuracy, completeness, or reliability of any property information, financial data, legal status, market conditions, or other information provided to Users, regardless of the source of such information.

**10.4. Independent Verification Required**

Users acknowledge and agree that they must independently verify all information received from Sourcent and conduct their own due diligence investigations before making any investment, purchase, or business decisions.

**10.5. No Professional Advice**

Sourcent provides no legal, tax, financial, investment, or other professional advice, and Users must obtain independent professional counsel for all matters requiring specialized expertise.

**10.6. Third-Party Information**

Sourcent disclaims all responsibility for information, representations, or materials provided by third parties, including but not limited to Introduced Parties, property owners, agents, or other market participants.

**10.7. Limitation of Liability**

Sourcent's total liability to any User, regardless of the cause of action or theory of liability, shall be limited to cases of intent or deliberate recklessness under Dutch law.

**10.8. Exclusion of Consequential Damages**

In no event shall Sourcent be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to lost profits, lost opportunities, business interruption, or loss of data, even if Sourcent has been advised of the possibility of such damages.

**10.9. Platform Availability**

Sourcent makes no warranty regarding the continuous availability, functionality, or security of its Platform or systems, and Users acknowledge that temporary interruptions, maintenance, or technical issues may occur.

#### 10.10. **Survival of Disclaimers**

All disclaimers and limitations of liability contained in this Section 10 shall survive the termination or expiration of any agreement between Sourcent and the User.

### 11. **Intellectual Property Rights**

11.1. **Ownership of Intellectual Property.** Sourcent retains all right, title, and interest in and to its intellectual property, including but not limited to databases, property analyses, market intelligence, methodologies, algorithms, software, systems, processes, trade secrets, know-how, client lists, contact information, deal flow data, investment opportunities, market insights, proprietary research, analytical frameworks, business models, strategic information, partner networks, and all deal information and documentation, whether existing now or developed in the future (collectively, "**Sourcent IP**"). All Sourcent IP constitutes valuable trade secrets and confidential proprietary information of Sourcent.

11.2. **Prohibited Activities.** Users are strictly prohibited from, and shall ensure that their employees, agents, contractors, affiliates, and any third parties acting on their behalf do not, directly or indirectly:

- (a) copying, reproducing, distributing, transmitting, publishing, or making available any Sourcent IP to third parties through any means, medium, or technology;
- (b) scraping, harvesting, crawling, mining, or systematically extracting data from Sourcent's Platform, databases, or any other systems using automated tools, bots, artificial intelligence, machine learning algorithms, or any other technology;
- (c) reverse engineering, decompiling, disassembling, or attempting to derive source code, algorithms, methodologies, or business logic from Sourcent's systems, processes, or intellectual property;

- (d) creating derivative works, adaptations, modifications, or competing services based on Sourcent IP or using Sourcent IP to develop, enhance, or inform competitive offerings;
- (e) circumventing, disabling, bypassing, or interfering with security features, access controls, authentication mechanisms, or protective measures of Sourcent's Platform or systems;
- (f) using artificial intelligence, machine learning, large language models, or other emerging technologies to analyze, process, replicate, or derive insights from Sourcent IP without express written permission;
- (g) aggregating, combining, or cross-referencing Sourcent IP with other data sources to create new databases, analyses, or competitive intelligence;
- (h) using screen recording, photography, or any other capture technology to record, preserve, or reproduce Sourcent IP in any form;
- (i) accessing Sourcent IP through unauthorized means, including but not limited to social engineering, credential theft, or exploitation of system vulnerabilities;
- (j) storing, caching, or maintaining local copies of Sourcent IP beyond what is necessary for the immediate evaluation of introduced opportunities;
- (k) using blockchain, distributed ledger technologies, or decentralized systems to store, transfer, or make available Sourcent IP;
- (l) employing any current or future technology, method, or technique that could be used to misappropriate, replicate, or derive commercial value from Sourcent IP;
- (m) training, developing, or improving any artificial intelligence models, algorithms, or automated systems using Sourcent IP as training data or input;
- (n) engaging in any other activity that, regardless of the specific technology or method used, results in the unauthorized use, appropriation, or

commercialization of Sourcent's intellectual property, business methods, or competitive advantages.

- 11.3. **Limited License.** Users receive only a limited, non-exclusive, non-transferable, revocable license to access and use Sourcent IP solely for the purpose of evaluating property opportunities introduced by Sourcent and in accordance with these General Terms and any applicable Intermediation Agreement.
- 11.4. **Third Party Content.** Sourcent may provide access to third-party content or information, but Users acknowledge that Sourcent does not claim ownership of such third-party intellectual property and Users must comply with any applicable third-party terms and conditions.
- 11.5. **Protection of Trade Secrets.** Users acknowledge that Sourcent's databases, client relationships, deal flow information, and proprietary methodologies constitute valuable trade secrets protected under Dutch and European Union law, and any unauthorized use or disclosure may result in irreparable harm to Sourcent.
- 11.6. **Survival.** The intellectual property protections set forth in this Section 11 shall survive termination of these General Terms and any related agreements between the parties.
- 11.7. **Comprehensive Protection Against Emerging Threats.** The prohibited activities and intellectual property protections set forth in this Section 11 are intended to provide comprehensive protection against all forms of misuse of Sourcent IP, including but not limited to misuse involving technologies, methods, or techniques that may be developed or become available after the date of these General Terms. Users acknowledge that the rapid evolution of technology creates new opportunities for intellectual property misuse, and agree that these prohibitions shall be interpreted broadly to encompass all such emerging threats and misuse scenarios.
- 11.8. **Technology-Neutral Protection.** All prohibitions and restrictions in this Section 11 apply regardless of the specific technology, platform, device, method, or technique used. Users may not circumvent these protections by claiming that new technologies, artificial intelligence capabilities, or novel data processing methods were not specifically contemplated at the time of agreement. The protections herein

are technology-neutral and extend to all present and future means of accessing, processing, reproducing, or utilizing Sourcent IP.

11.9. **Monitoring and Detection Rights.** Sourcent reserves the right to implement technological measures, monitoring systems, and detection mechanisms to protect its intellectual property and ensure compliance with this Section 11. Users consent to such monitoring and agree not to interfere with or circumvent any protective measures implemented by Sourcent. Detection of prohibited activities through such monitoring systems shall constitute prima facie evidence of breach of these General Terms.

11.10. **Immediate Cessation and Remediation.** Upon discovery of any violation of the intellectual property protections set forth in this Section 11, the User must immediately: (i) cease all prohibited activities; (ii) delete or destroy all unauthorized copies, derivatives, or extracts of Sourcent IP; (iii) identify and remediate all systems, databases, or repositories containing Sourcent IP; and (iv) provide written certification of compliance to Sourcent within 48 hours of detection or notice of violation.

## 12. **Platform Use and Conduct**

12.1. **Authorized Use.** Users may access and use the Platform solely for legitimate real estate investment purposes and in accordance with these General Terms, the Intermediation Agreement, and applicable law.

12.2. **Account Security.** Users are responsible for maintaining the confidentiality of their login credentials and for all activities that occur under their account.

(a) Users must immediately notify Sourcent of any unauthorized access or security breach.

(b) Users must use strong passwords and enable two-factor authentication when available.

12.3. **Prohibited Activities.** Users shall not:

- (a) engage in automated scraping, crawling, or systematic downloading of Platform content;
- (b) attempt to bypass, disable, or circumvent any security measures or access controls;
- (c) use the Platform to transmit viruses, malware, or other harmful code;
- (d) interfere with or disrupt the Platform's operation or servers;
- (e) create multiple accounts to evade restrictions or limitations;
- (f) share login credentials with unauthorized third parties;
- (g) use the Platform for any unlawful purpose or in violation of applicable regulations;
- (h) attempt to reverse engineer, decompile, or extract source code from the Platform.

12.4. **Data Misuse Prohibition.** Users shall not copy, reproduce, distribute, or create derivative works from any data, reports, analyses, or other content obtained through the Platform without Sourcent's prior written consent.

12.5. **Compliance with Laws.** Users must comply with all applicable laws and regulations, including but not limited to anti-money laundering (AML), know-your-customer (KYC), and data protection requirements in their jurisdiction.

12.6. **Platform Availability.** Sourcent makes no guarantee regarding Platform uptime or availability and reserves the right to suspend or modify services for maintenance, security, or other operational reasons.

12.7. **Monitoring and Enforcement.** Sourcent reserves the right to monitor Platform usage, investigate suspected violations, and suspend or terminate access for breach of these General Terms.

12.8. **Reporting Violations.** Users should promptly report any suspected security vulnerabilities or violations of these General Terms to Sourcent.

12.9. **Service Availability.** Sourcent reserves the right to modify, suspend, discontinue, or restrict access to any part of the Platform or its services at any time, with or without notice, for maintenance, security, legal compliance, or other operational reasons. Sourcent shall not be liable for any inconvenience, loss, or damage resulting from such modifications or interruptions.

### 13. **Data Protection and Privacy**

13.1. **Data Controller and Processing.** Sourcent acts as data controller for all personal data collected through its platform, services, and business operations, processing such data in accordance with the General Data Protection Regulation (GDPR), the Dutch Implementation Act (Uitvoeringswet AVG), and other applicable data protection laws.

13.2. **Lawful Basis for Processing.** Sourcent processes personal data on the following lawful bases: (i) performance of contract or pre-contractual measures for Users entering into Intermediation Agreements; (ii) legitimate interests for business development, client relationship management, and protection of commercial interests; (iii) legal obligation for AML compliance and regulatory requirements; and (iv) consent where explicitly obtained.

13.3. **Privacy Policy Integration.** Detailed information regarding data collection, processing, storage, and User rights is set forth in Sourcent's Privacy Policy, which is incorporated herein by reference and accessible through Sourcent's platform. Users acknowledge having read and understood the Privacy Policy.

13.4. **AML and KYC Compliance.** Sourcent may collect and process additional personal data as required for compliance with Anti-Money Laundering (AML) and Know Your Customer (KYC) obligations under Dutch and European Union law, including verification of identity, source of funds, and beneficial ownership information.

13.5. **Data Retention.** Personal data shall be retained for periods consistent with the Protection Period established in the Intermediation Agreement, legal retention requirements, and legitimate business purposes. Where Users exercise GDPR rights that may conflict with the Protection Period, Sourcent will balance such requests against legitimate interests in enforcing non-circumvention obligations and fee

collection rights. Data retention during the Protection Period is justified by Sourcent's legitimate interests in contract enforcement, fee collection, and business relationship management. Routine deletion occurs after expiration of such periods unless longer retention is required by law or ongoing legal proceedings.

- 13.6. **Cross-Border Data Transfers.** Where personal data is transferred outside the European Economic Area for legitimate business purposes, Sourcent shall ensure appropriate safeguards are in place through adequacy decisions, Standard Contractual Clauses, or other mechanisms approved under GDPR.
- 13.7. **Data Subject Rights.** Users may exercise their rights under GDPR including access, rectification, erasure, restriction, portability, and objection by contacting Sourcent through the methods specified in the Privacy Policy. However, such rights are subject to applicable legal limitations, including Sourcent's legitimate interests in contract enforcement, fee collection, and maintaining business records during the Protection Period. Where erasure requests conflict with ongoing Protection Periods, Sourcent may restrict processing rather than delete data where justified by legitimate interests in non-circumvention enforcement.
- 13.8. **Data Security.** Sourcent implements appropriate technical and organizational measures to protect personal data against unauthorized access, alteration, disclosure, or destruction, while Users acknowledge that no system can guarantee absolute security.
- 13.9. **Data Breach Notification.** In the event of a personal data breach affecting User data, Sourcent shall comply with applicable notification requirements to supervisory authorities and affected individuals as required by GDPR.
- 13.10. **Third Party Data Sharing.** Personal data may be shared with Introduced Parties, professional advisors, service providers, and regulatory authorities as necessary for the performance of Intermediation Services and compliance with legal obligations, always in accordance with applicable data protection laws.
14. **Liability and Indemnification**
  - 14.1. **Limitation of Liability**

- (a) Sourcent's total liability to any User under these General Terms, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall be limited to cases of intent or deliberate recklessness on the part of Sourcent. For the avoidance of doubt, this limitation applies exclusively and solely to Sourcent's liability to Users and shall under no circumstances limit, restrict, or reduce Users' liability to Sourcent for breach of these General Terms, including but not limited to non-circumvention violations, fee payment obligations, confidentiality breaches, or any other User obligations hereunder. Users remain fully liable to Sourcent for all direct, indirect, consequential, and punitive damages arising from User breaches, without any limitation or cap.
- (b) Sourcent shall not be liable for any indirect, consequential, special, punitive, or incidental damages, including but not limited to loss of profits, loss of business opportunities, loss of data, or loss of goodwill, regardless of whether Sourcent has been advised of the possibility of such damages. This limitation applies exclusively to claims by Users against Sourcent and shall not in any way limit, restrict, or reduce Sourcent's right to recover all forms and categories of damages from Users, including but not limited to direct, indirect, consequential, special, punitive, incidental damages, lost profits, lost business opportunities, reputational damages, and any other damages available at law or in equity, for User breaches of their obligations under these General Terms.
- (c) Where liability cannot be excluded under Dutch law, Sourcent's maximum aggregate liability to any User shall not exceed the amount of Sourcent Fees actually received from that User in the twelve months preceding the event giving rise to the claim.

#### 14.2. **Exclusions from Liability**

- (a) Sourcent shall have no liability for any loss, damage, or expense arising from or in connection with the accuracy, completeness, or reliability of any property information, market data, or third-party information provided through the Platform or Intermediation Services.

- (b) Sourcent shall not be liable for any failure or delay in the performance of its obligations under these General Terms where such failure or delay results from circumstances beyond Sourcent's reasonable control.
- (c) Sourcent disclaims all liability for the conduct, representations, warranties, or performance of any Introduced Party, property seller, or other third party encountered through Sourcent's services.

#### 14.3. **User Indemnification**

- (a) Each User shall defend, indemnify, and hold harmless Sourcent, its partners, employees, and representatives from and against all claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from or relating to:
  - (b) The User's breach of these General Terms, the Intermediation Agreement, or any applicable confidentiality obligations.
  - (c) The User's circumvention of Sourcent in violation of the non-circumvention provisions set forth in Section 8 of these General Terms, including but not limited to completing Transactions without paying the Sourcent Fee or deliberately concealing communications with Introduced Parties.
  - (d) The User's misuse of Confidential Information, Platform access, or intellectual property belonging to Sourcent.
  - (e) The User's violation of any applicable laws, regulations, or third-party rights in connection with their use of Sourcent's services.
  - (f) Any inaccurate or misleading information provided by the User to Sourcent or to any Introduced Party.

#### 14.4. **Survival of Limitations**

- (a) The liability limitations and indemnification obligations set forth in this Section 14 shall survive termination or expiry of these General Terms and shall remain in full force and effect for the duration of any Protection Period applicable to specific Introductions.

(b) **Audit and Verification Rights**

- (i) Sourcent reserves the right to request and receive from any User evidence demonstrating compliance with the non-circumvention obligations, fee payment duties, and other material obligations set forth in these General Terms and the Intermediation Agreement.
- (ii) Such evidence may include, but is not limited to, copies of transaction documents, correspondence with Introduced Parties, banking records showing payment of Purchase Prices, property ownership records, and sworn statements of compliance.
- (iii) Users must provide requested evidence within thirty (30) days of Sourcent's written request, and failure to provide such evidence shall constitute presumptive breach of the applicable obligations.
- (iv) Sourcent may engage qualified third-party auditors or legal counsel to verify compliance, with all associated costs to be borne by the User if non-compliance is discovered.

15. **Governing Law and Jurisdiction**

- 15.1. These General Terms and all disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Netherlands.
- 15.2. Any dispute, controversy or claim arising out of or relating to these General Terms, or the breach, termination or invalidity thereof, shall be exclusively submitted to the competent courts of Amsterdam, the Netherlands.
- 15.3. The parties irrevocably submit to the exclusive jurisdiction of the courts of Amsterdam and waive any objection to proceedings in such courts on the grounds of venue or forum non conveniens.
- 15.4. This choice of law and jurisdiction shall apply regardless of the User's location, nationality, or place of business, and shall extend to all claims whether arising in contract, tort, or otherwise.

15.5. For the avoidance of doubt, the governing law and jurisdiction provisions in these General Terms are identical to and consistent with those specified in the Intermediation Agreement, ensuring seamless legal treatment across all contractual relationships with Sourcent.

15.6. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

## 16. **Notices and Communications**

16.1. **Official Notice Requirements.** All official notices, demands, consents, approvals, and other legal communications required or permitted under these General Terms must be in writing and sent to the following address:

- (a) **For Sourcent:** info@sourcent.co
- (b) **For Users:** The email address provided during registration or most recently updated in the User's account.
- (c) **Deemed Receipt.** All notices sent by email shall be deemed received twenty-four (24) hours after dispatch, provided the sending party receives no delivery failure notification. Notices sent by registered post shall be deemed received five (5) business days after posting.
- (d) **Change of Address.** Users must promptly notify Sourcent of any changes to their contact information. Sourcent shall not be liable for any failure to deliver notices sent to outdated contact information.
- (e) **Emergency Communications.** For urgent matters relating to ongoing transactions or time-sensitive obligations, parties may use telephone communication followed by written confirmation within twenty-four (24) hours.

## 17. **Amendment of Terms**

17.1. Sourcent reserves the right to amend, modify, or update these General Terms for legitimate business reasons, including but not limited to changes in law, regulatory requirements, market conditions, or operational needs.

- 17.2. Material amendments to these General Terms shall be communicated to Users by email to their last known email address or by prominent notice on Sourcent's platform at least **thirty (30) days** prior to the effective date of such amendments. Users who fundamentally disagree with material amendments may terminate their relationship with Sourcent by providing written notice within the 30-day notice period, provided that all accrued obligations shall remain in effect.
- 17.3. Non-material amendments, including technical corrections, formatting changes, and clarifications that do not alter the substantive rights or obligations of the parties, may be implemented without prior notice.
- 17.4. Continued use of Sourcent's services, platform, or acceptance of any information or introductions after the effective date of any amendment shall constitute the User's acceptance of and agreement to be bound by the amended General Terms.
- 17.5. Users who do not agree to amended General Terms must immediately cease all use of Sourcent's services and may not receive further introductions or confidential information, provided that all existing obligations under these General Terms and any Intermediation Agreement shall remain in full force and effect.
- 17.6. Amendments to these General Terms shall not affect any accrued rights, existing obligations, or pending transactions, and all such matters shall continue to be governed by the terms in effect at the time such rights accrued or obligations arose.
- 17.7. Sourcent's right to amend these General Terms shall not extend to fundamental fee obligations or protection periods for existing Introductions already made to Users, which shall remain governed by the terms in effect at the time of each Introduction, subject to the notice requirements set forth in this Section 17.

18. **Assignment and Transfer**

18.1. **Sourcent Assignment Rights.** Sourcent may assign, transfer, novate, or otherwise dispose of any or all of its rights and obligations under these General Terms to any third party without the User's consent, including but not limited to:

- (a) Any affiliate, subsidiary, parent company, or entity under common control with Sourcent;

- (b) Any entity that acquires all or substantially all of Sourcent's assets, business, or operations;
- (c) Any entity with which Sourcent merges, consolidates, or undergoes similar corporate reorganization;
- (d) Any qualified third party capable of performing Sourcent's obligations under these General Terms.
- (e) **User Assignment Prohibition.** Users may not assign, transfer, novate, delegate, or otherwise dispose of any rights or obligations under these General Terms without Sourcent's prior written consent, which may be withheld in Sourcent's absolute discretion. For the purposes of this prohibition, "assignment" shall include but not be limited to: (i) any direct transfer of rights or obligations; (ii) any change of control of the User entity, including transfers of voting control, beneficial ownership of 25% or more, or management control; (iii) any merger, acquisition, consolidation, or similar corporate transaction involving the User; (iv) any sale of all or substantially all assets of the User; (v) any corporate restructuring, reorganization, or recapitalization that results in a change of ultimate beneficial ownership or control; and (vi) any attempt to circumvent these assignment restrictions through the use of subsidiaries, affiliates, special purpose vehicles, or other corporate structures. Users must provide Sourcent with at least thirty (30) days advance written notice of any proposed corporate restructuring, change of control, or ownership transfer, and Sourcent shall have the right to withhold consent to any such transaction in its absolute discretion.
- (f) **Void Assignments.** Any attempted assignment, transfer, or delegation by a User in violation of clause 18.1(e) shall be null and void and of no legal effect. Any attempt to circumvent the assignment restrictions through corporate restructuring, change of control transactions, creation of subsidiaries or special purpose vehicles, or any other direct or indirect means shall likewise be null and void. Users acknowledge that any such attempted circumvention shall constitute a material breach of these General

Terms, subjecting the User to payment of liquidated damages equal to twice the Sourcent Fee that would be payable on any transaction with an Introduced Party, in addition to all other available legal remedies including injunctive relief.

- (g) **Binding Effect.** These General Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- (h) The applicability of the User's (general) terms and conditions is expressly rejected.
- (i) **Notice of Assignment.** Sourcent may, but is not obligated to, provide Users with notice of any assignment or transfer. Any such assignment shall be effective regardless of whether notice is provided.

## 19. **Compliance and Additional Protections**

- 19.1. These General Terms are designed to comply with all applicable provisions of Dutch civil law, commercial law, and relevant European Union directives, including but not limited to consumer protection regulations, data protection requirements under the GDPR, and anti-money laundering legislation.
- 19.2. To the extent that any provision of these General Terms requires supplementation to ensure full legal compliance under Dutch law, such additional terms and protections as are necessary for enforceability are hereby incorporated by reference and shall be deemed part of these General Terms.
- 19.3. These General Terms are specifically structured to operate in complete alignment with and to reinforce all provisions of Sourcent's Intermediation Agreement, ensuring seamless integration of contractual protections across all documents governing the relationship between Sourcent and Users.
- 19.4. Where Dutch law requires specific formalities, cooling-off periods, or consumer protections that are not expressly addressed in these General Terms, such requirements shall automatically apply and be deemed incorporated herein to the extent necessary for legal compliance.

- 19.5. The contractual relationship established by these General Terms shall be subject to all mandatory provisions of Dutch contract law, including but not limited to rules regarding unfair contract terms, good faith obligations, and proportionality requirements.
- 19.6. To the extent that European Union regulations on cross-border services, digital single market provisions, or international commercial arbitration apply to the services provided by Sourcent, such regulations shall supplement these General Terms without diminishing Sourcent's protections hereunder.
- 19.7. These General Terms incorporate by operation of law all additional safeguards, remedies, and enforcement mechanisms available under Dutch commercial law that serve to protect Sourcent's legitimate business interests, intellectual property rights, and commercial relationships.
- 19.8. Any regulatory requirements applicable to real estate intermediation services in the Netherlands or in Target Jurisdictions shall be deemed incorporated into these General Terms to the extent they enhance or supplement Sourcent's rights and protections.
- 19.9. **Business-to-Business Application Only.** These General Terms are intended exclusively for business-to-business relationships. Users acknowledge and expressly confirm that they are: (i) acting in a commercial, business, or professional capacity; (ii) not acting as consumers within the meaning of Dutch consumer protection law (Consumentenwet), EU consumer protection directives, or any other applicable consumer protection legislation; (iii) engaging with Sourcent for investment, commercial, or business purposes; (iv) possessed of sufficient business experience and financial resources to evaluate investment opportunities independently; and (v) not seeking accommodation for personal, family, or household purposes. Users further acknowledge that all transactions contemplated hereunder are commercial real estate investments requiring substantial capital and business expertise.
- 19.10. **Consumer Rights Exclusion and Fallback Protections.** No consumer protection rights, including cooling-off periods, withdrawal rights, or mandatory contract terms applicable to consumer transactions, shall apply to these General Terms or the relationship between Sourcent and Users. To the extent that any court or regulatory

authority determines that consumer protection laws nevertheless apply despite the express B2B designation, then: (a) such application shall be limited to the minimum extent required by mandatory law; (b) Users waive any consumer rights to the maximum extent permitted by law; (c) Sourcent's core protections regarding fees, non-circumvention, and confidentiality shall remain fully enforceable; and (d) any consumer protection obligations imposed on Sourcent shall not invalidate or reduce Users' corresponding obligations under these General Terms, including payment duties and non-circumvention obligations, which serve legitimate commercial purposes independent of any consumer protection framework.

## 20. **Severability**

- 20.1. If any provision of these General Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the court shall first attempt to modify such provision to the minimum extent necessary to make it valid and enforceable while preserving its commercial intent and protective purpose for Sourcent.
- 20.2. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions of these General Terms.
- 20.3. Only if modification is not possible shall such provision be deemed severed from these General Terms, and the parties shall negotiate in good faith to replace such provision with a valid, legal, and enforceable provision that achieves the same commercial purpose and provides equivalent or stronger protection to Sourcent's interests.
- 20.4. The severability of any provision from these General Terms shall not affect the validity or enforceability of any corresponding or related provision in the Intermediation Agreement or any other agreement between the parties.
- 20.5. **Protected Core Provisions:** The following provisions are fundamental to Sourcent's commercial interests and business model and may not be severed if such severance would materially undermine the commercial purpose of these General Terms: (a) all fee payment obligations and calculation methods set forth in Section 9; (b) all

non-circumvention obligations and Protection Period provisions set forth in Section 8; (c) all confidentiality obligations set forth in Section 7; (d) intellectual property protections set forth in Section 11; (e) User indemnification obligations set forth in Section 14.3; (f) governing law and jurisdiction provisions set forth in Section 15; (g) User representations and warranties set forth in Section 6.9; and (h) audit and verification rights set forth in Section 14.4(b). If any court determines that any such provision is unenforceable in its current form, the parties agree that the court shall: (i) apply the principle of partial invalidity (*partiële nietigheid*) under Article 3:41 of the Dutch Civil Code to preserve the valid portions of such provision; (ii) where appropriate, apply the principle of conversion (*conversie*) under Article 3:42 of the Dutch Civil Code to convert any invalid portion into a valid provision that most closely achieves the original commercial intent; and (iii) interpret and modify such provision in accordance with the supplementary effect of reasonableness and fairness (*aanvullende werking van redelijkheid en billijkheid*) under Article 6:248 of the Dutch Civil Code to achieve the maximum protection for Sourcent that is legally permissible. The User expressly agrees to be bound by any such modified provision as determined by the court.

- 20.6. **Partial Enforceability:** If any provision contains multiple obligations or restrictions, the unenforceability of any part shall not affect the enforceability of the remaining parts. Courts shall enforce each severable obligation to the maximum extent permitted by law.
- 20.7. **Substitute Enforcement Mechanisms:** If any enforcement mechanism (such as liquidated damages, specific performance, or injunctive relief) is held unenforceable, alternative enforcement mechanisms providing equivalent protection to Sourcent shall automatically apply, including but not limited to restitution, account of profits, and damages calculated on an indemnity basis.
- 20.8. **Presumption of Enforceability:** Given the business-to-business nature of these General Terms and the commercial sophistication of the parties, all provisions shall be presumed reasonable and enforceable unless clearly contrary to mandatory law, and any ambiguity regarding enforceability shall be resolved in favor of maximum enforceability consistent with legal requirements.

21. **Force Majeure**

21.1. **Force Majeure Events:** Sourcent shall not be liable for any delay, failure, or inability to perform its obligations under these General Terms or the Intermediation Agreement where such delay, failure, or inability results from circumstances beyond Sourcent's reasonable control. For the avoidance of doubt, this Force Majeure provision applies exclusively to Sourcent's obligations and does not excuse, limit, or suspend any obligations of Users under these General Terms or the Intermediation Agreement.

21.2. **Definition of Force Majeure:** Force Majeure events include, but are not limited to, acts of God, natural disasters, epidemics, pandemics, governmental actions, laws or regulations, war, terrorism, civil unrest, labor strikes, infrastructure failures, internet or telecommunications outages, cyber-attacks, and failures of third-party service providers.

21.3. **Notice Requirement:** Sourcent shall provide reasonable notice to affected Users of any Force Majeure event that materially impacts the provision of Intermediation Services, where practicable under the circumstances.

21.4. **Mitigation Obligation:** Sourcent shall use reasonable commercial efforts to minimize the impact of any Force Majeure event and to resume normal performance of its obligations as soon as reasonably practicable.

21.5. **User Obligations Unaffected:** Force Majeure events shall under no circumstances excuse, suspend, delay, or limit Users from their payment obligations, confidentiality duties, non-circumvention obligations, or any other duties under these General Terms or the Intermediation Agreement. All User obligations remain in full force and effect regardless of any Force Majeure event affecting Sourcent. Where any Force Majeure event impacts Sourcent's ability to provide services during any Protection Period, such Protection Period shall be automatically extended by the duration of the Force Majeure event to ensure Users' non-circumvention obligations and Sourcent's fee rights are fully preserved.

21.6. **Termination Right:** If a Force Majeure event continues for more than ninety (90) consecutive days and materially prevents Sourcent from performing its core

Intermediation Services, either party may terminate the relationship with sixty (60) days' written notice, without prejudice to accrued rights and obligations.

22. **No Waiver**

22.1. **No Waiver by Conduct.** No failure, delay, or omission by Sourcent in exercising any right, power, or remedy under these General Terms or at law shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof.

22.2. **Express Waiver Required.** No waiver of any provision of these General Terms shall be effective unless made in writing and signed by an authorized representative of Sourcent.

22.3. **Specific Waivers.** Any waiver of a particular breach or default shall not constitute a waiver of any subsequent breach or default, whether of the same or different nature.

22.4. **Continuing Rights.** All rights and remedies of Sourcent under these General Terms are cumulative and not exclusive of any other rights or remedies available at law or in equity.

23. **Entire Agreement**

23.1. These General Terms, together with the Intermediation Agreement, any executed Non-Disclosure Agreement, and Sourcent's Privacy Policy (collectively, the "**Agreement Documents**"), constitute the entire agreement between Sourcent and the User concerning the subject matter hereof and supersede all prior negotiations, representations, or agreements relating thereto, whether written or oral.

23.2. The Agreement Documents are intended to operate cumulatively and complementarily, with each document reinforcing and supplementing the protections and obligations established in the others.

23.3. In the event of any conflict or inconsistency between the Agreement Documents, the document providing the greater protection to Sourcent's interests shall prevail, and where possible, the documents shall be interpreted harmoniously to give effect to all provisions.

- 23.4. No modification, amendment, or waiver of any provision of these General Terms shall be effective unless made in writing and signed by an authorized representative of Sourcent.
- 23.5. Any additional terms or conditions proposed by the User, whether contained in purchase orders, correspondence, or other communications, are hereby rejected and shall not form part of the agreement between the parties unless expressly accepted in writing by Sourcent.
- 23.6. The User acknowledges that they have not relied on any representations, warranties, or undertakings not expressly set forth in the Agreement Documents and that no employee, agent, or representative of Sourcent has authority to make binding commitments beyond those contained in the Agreement Documents.
- 23.7. **Third-Party Rights Exclusion.** No person other than Sourcent and the User shall have any rights under these General Terms. The Contracts (Rights of Third Parties) Act or similar legislation in any jurisdiction shall not apply to these General Terms, and no third party may enforce any provision hereof.

24. **Final Acceptance and Authority**

- 24.1. These General Terms become binding upon a User through **explicit acceptance**, which may occur by: (i) clicking an acceptance checkbox or "I agree" button on Sourcent's platform or in any digital communication; (ii) providing a written or electronic signature; or (iii) confirming acceptance by email or other written communication. By such acceptance, the **User** acknowledges that they have read, understood, and agree to be bound by these General Terms & Conditions in their entirety.
- 24.2. **Ter Hand Stelling and Availability.** Prior to or at the time of acceptance, Sourcent shall make these General Terms available to the User in a manner that allows the User to download, save, and reproduce them for future reference, whether through Sourcent's website, by email, or by other appropriate means.
- 24.3. **Supplementary Acceptance.** In addition to explicit acceptance, continued use of Sourcent's platform, services, or receipt of confidential information after having

been provided with these General Terms and an opportunity to accept them shall constitute acceptance of these terms. User acknowledges that subsequent formal execution of an Intermediation Agreement will supplement but not replace these obligations.

24.4. **Authority.** By accepting these General Terms, User represents and warrants that they have full legal authority to bind themselves (and any entity they represent) to these terms and any subsequent agreements with Sourcent.

## 25. **Survival**

25.1. **Survival of Key Provisions.** The following provisions of these General Terms shall survive any termination, expiration, or cancellation of the relationship between Sourcent and the User and shall remain in full force and effect:

- (a) Section 7 (Confidentiality) and all confidentiality obligations;
- (b) Section 8 (Non-Circumvention) and all non-circumvention obligations for the full Protection Period;
- (c) Section 9 (Fee Structure) and all payment obligations relating to completed or ongoing Transactions;
- (d) Section 11 (Intellectual Property Rights) and all IP protections;
- (e) Section 10 (Disclaimers and Warranties) and Section 14 (Liability and Indemnification), including all liability limitations and indemnification obligations;
- (f) Section 15 (Governing Law and Jurisdiction) and all dispute resolution mechanisms;
- (g) Section 16 (Notices and Communications) for purposes of post-termination communications;
- (h) Section 14.4(b) (Audit and Verification Rights) for compliance monitoring;
- (i) All User representations and warranties made under Section 6.9.

25.2. **Duration of Survival.** Surviving provisions shall remain enforceable for the longer of: (i) the applicable Protection Period for each Introduction; (ii) any specific survival period stated in the relevant provision; or (iii) the maximum period permitted under applicable law.

**Post-Termination Rights.** Termination of these General Terms shall not affect any accrued rights, pending obligations, or completed transactions, all of which shall continue to be governed by the provisions in effect at the time such rights accrued or obligations arose.