

## 1. General

1.1 Serene Support Services is a sole proprietorship (in Dutch: eenmanszaak) established in Curaçao, registered in the Trade Register of the Curaçao Chamber of Commerce & Industry with no. 151302 (hereinafter also referred to as "Serene").

1.2 In these General Conditions:

"agreement" means the contract formed by any Offer and these General conditions, together with any appended other terms applicable to the Products;

"client" means the organization, person or company with whom an agreement is entered into;

"Delivery area" means Curaçao, and only if Serene per case so explicitly agrees, also Aruba, Sint Maarten and/or the Caribbean Netherlands (Bonaire, Saba and Sint Eustatius), as such case may be;

"Distance contract" means an agreement or contract which is concluded exclusively by the use of one or more forms of distance communication technology, whether or not concluded by electronic communication (in Dutch: langs elektronische weg);

"Offer" means any proposal, contract, purchase order, e-mail, social media message and/or letter from Serene which defines the scope of the engagement and the services to be rendered by Serene, as well as the fee schedule for said services;

"Serene" has the meaning ascribed to it in Clause 1 of these General conditions;

"Products" means the services and/or goods defined in Clause 3.1 and/or to be delivered by Serene under the agreement.

1.3 All assignments from clients are accepted solely by Serene. Sections 7:404 and 7:407 paragraph 2 of the Civil Code are excluded.

1.4 These general conditions apply to all offers and/or proposals of and all assignments accepted by, all services from or on behalf of-, and goods produced, delivered and/or installed by Serene, and apply to all legal relationships between Serene and the client, including any Distance contract, and including any follow-up offers, -proposals, -Distance contracts and/or -assignments from and/or -deliveries to and further assignments from and -deliveries to clients Serene, even if this is not then again expressly stated. Any communication or conduct of the client which confirms an agreement for provision of services or goods by Serene, as well as acceptance by the client of any provision of services or goods by Serene shall constitute acceptance by the client of these General conditions.

1.5 These general conditions have been made also on behalf of the director(s) and consultant(s) of and all persons employed or having been employed by or for Serene. They may invoke these general conditions vis-à-vis the client.

1.6 These general conditions also apply to anyone involved or engaged by Serene in the context of the performance of the services and/or the delivery of goods. They may invoke these general conditions vis-à-vis the client.

1.7 The general conditions of clients or any third party, if any, do not apply and are expressly rejected. Any provisions deriving from the general conditions of a client or any third party will apply only if and insofar as Serene has expressly confirmed their application to the client or such third party in writing. Failure of Serene to object to terms and conditions set by the client or such third party shall in no event be construed as an acceptance of any terms and conditions of the client or such third party. Neither Serene's commencement of performance nor its delivery of services and/or goods shall be deemed or constituted as acceptance of any of the client's or any third party's terms and conditions.

1.8 In the event of a reorganization, in which the business or practice operations or part thereof are transferred by Serene to another company that is a member of the same group, the client now agrees to the agreement with Serene being replaced by the company to which it has transferred the relevant practice. Serene will notify the client of such an event in writing.

1.9 Serene reserves the right to change these general conditions by means of a written notification to the client. The amended general conditions take effect as from three months after written notification. If the client raises objections and parties do not reach an agreement the previous version remains in place notwithstanding the right of Serene to terminate the agreement.

## 2. Agreements

2.1 Without prejudice to Clause 2.4 hereof, an agreement is entered into when Serene has accepted a purchase request from a client and the client has met with the conditions made in Serene's offer.

2.2 If the client has accepted the offer by electronic communication, Serene will without delay and by electronic communication confirm its receipt of the acceptance of the offer. So long as Serene has not made such confirmation, each party may dissolve (in Dutch: ontbinden) the agreement.

2.3 Serene may, within the confines of the law, investigate whether the client can meet its payment obligations, as well as on other facts or factors that may be relevant to the entering into an agreement whether or not it is a Distance contract.

2.4 Serene has the right to refuse a request for services or an order placed and/or to attach additional conditions to the performance of the agreement. Serene shall in such case use best efforts to provide a reasoning.

## 3. Goods and Services

3.1 Serene provides goods and services (all of the following also individually and jointly referred to as "Products") ranging from:

- a. Goods: personal care goods and systems for organizing around objects, space, and data at home and at business;
- b. Services: organizing and productivity consulting services; and
- c. Such other goods or services as it may from time to time offer.

3.2 Retention of title (in Dutch: eigendomsvoorbehoud): All products delivered by Serene shall remain property of Serene up until the moment that the purchaser has complied fully with its payment obligations towards Serene on the basis of any agreement with Serene for the delivery of Products, which payment obligations include, without limitation, claims for interest, fines and costs, as well as all claims for non-compliance with the buyer's obligations under the agreement or other contracts.

3.3 The goods and services of Serene are given only with respect to the laws of the jurisdiction of the Delivery area, and as those laws are in force as at the date of the provision of the goods and services and as applied and generally interpreted on the basis of case-law published as at the date thereof. Serene does not assume any obligation to advise of subsequent changes in the applicable laws or in the interpretation thereof, even if such changes have retroactive force.

3.4 The client will, prior to as well as during or after the agreement, furnish all relevant information and documents – if so requested by Serene, in original form – required for the delivery and/or installation of goods and/or performance of the services on time and properly, also unsolicited. The client warrants that the information provided is correct and complete, also if third parties supply such information, unless the nature of the assignment indicates otherwise. The client indemnifies Serene against third party liability related to a breach of the foregoing warranty. Any costs relating to this clause will be charged to the client.

3.5 Serene is not an advisor on, and does not accept any liability for, legal, commercial, accounting, or tax matters or on the ability of the parties to meet their financial or other obligations. Serene does not assume any obligation to update Products with respect to developments taking place after they have been released to the client, nor to advise of subsequent changes.

3.6 Simultaneous delivery of services and/or goods in unrelated matters of clients whose interests are generally adverse, and successive adverse delivery of services and/or goods to clients by Serene, shall be permitted.

3.7 Serene will refrain from disclosing to the one client the confidences of the other client or otherwise using the confidences of the one client to its disadvantage versus the other client.

## 4. Third party engagement

4.1 Serene may at its sole discretion involve or engage third parties and/or obtain goods from third parties in connection with the assignments from the client and shall exercise due care in its selection of third parties. The invoice of the services or goods of such third party may be either included in the Serene invoice, whether or not as a disbursement (or a third-party suspense account item, in Dutch: verschoot or doorlopende post), or if so agreed between Serene and the third party, be invoiced directly by the third party to the client.

4.2 Serene is not liable for any acts and/or failures of third parties. Serene excludes all liability that is in any way connected with the insolvency of or any other default of any bank, financial institution or other third party. Serene has the right to accept any limitations of liability stipulated by service and/or goods providers whose services and/or goods have been procured by Serene. Without prejudice to the above, the same rights and duties as referred to Serene in the agreement and these general conditions, shall apply to these third parties.

### 5. Personal Data

5.1 The client shall be responsible for compliance with the applicable legislation and regulations in the field of personal data protection, also in respect of the submission or provision to Serene of personal data pertaining to personnel, clients or third parties, even if such data have originated from third parties or have been provided by third parties on a client's instructions. Serene cannot be held liable for any non-performance or incorrect performance by a client.

5.2 In the context of the performance of the services and/or the delivery of goods by Serene or for fulfilling any statutory obligations resting with Serene, Serene may process personal data pertaining to client and/or persons affiliated with or working for/at client.

5.3 Serene may process personal data for optimizing its provision of services and/or goods to client and in order to be able to approach client and/or persons working for/at client with information and services offered by Serene and third parties.

5.4 Serene will process personal data in the context of the activities referred to in Clauses 5.2 and 5.3 in accordance with the applicable legislation and regulations in the field of personal data protection.

5.5 GDPR: If personal data provided to Serene is protected under the European General Data Protection Regulation (EU) 2016/679 ("GDPR"), and/or if a person is a subject of one of the Caribbean jurisdictions of the Kingdom of the Netherlands, such person to whom the personal data relates will have certain rights, which may include the right to view, correct or delete his/her/its personal data, the right to data transferability, and the right to withdraw his/her/its consent for data processing or to object to the processing of his/her/its personal data by Serene. This means that such person can submit a request to Serene to send the personal data that Serene holds about such person in a computer file to him/her/it or another organization mentioned by him/her/it. In order to exercise any of these rights, a written request can be submitted to Serene at [info@serene-support-services.com](mailto:info@serene-support-services.com) for access, correction, deletion, data transfer of the personal data or request for withdrawal of consent or objection to the processing of such person's personal data, together with a copy of the person's proof of identity. In the copy of proof of identity, it is advisable to conceal the passport photo, MRZ (machine readable zone, the strip with numbers usually at the bottom of the passport), passport number and citizen service number, so that these items are not legible. In principle, such a request will be responded to within a month.

### 6. Liability

6.1 Serene undertakes to render the agreed services and provide the requested goods to the best of its knowledge and ability. Notwithstanding any provision to the contrary in these General Conditions and/or any separate agreement, there shall be no delivery obligation with respect to any services or goods if Serene at any time and for or without any reasons indicates that it cannot or will not deliver a service or good.

6.2 Serene does not accept any liability for the ultimate suitability of the Products for each (individual) application thereof by the client, nor for any advice as to the use or application of Products.

6.3 Every claim for compensation towards (i) past, present and future consultants and owners (whether direct or indirect) of Serene and (ii) individuals working for and associated with Serene, such as but not limited to consultants, employees, advisers, board members, trainees and freelancers, is excluded. This provision must be regarded as a third-party beneficiary clause within the meaning of Sections 6:253 up to 6:256 Civil Code.

6.4 Except to the extent that liability cannot be limited by operation of law, all liability of Serene, persons associated with Serene and/or all persons involved in carrying out assignments from the client and/or who are or may be liable in any way in connection therewith is limited to the amount paid out, if any, in the matter concerned, under the applicable liability insurance policy, increased by the applicable deductible. In the event and to the extent that no monies are paid out under the professional liability insurance, for whatever reason, any and all liability of Serene and its consultants and employees and/or all persons involved in carrying out assignments from the client and/or who are or may be liable in any way in connection therewith shall be limited to the amount of the fees charged by Serene, and up to a maximum of ANG 10,000.-.

6.5 Save in an event of willful default (in Dutch: opzet) or gross negligence (in Dutch: grove nalatigheid) by Serene, the client shall indemnify and hold Serene and its consultants and employees and/or all persons involved in carrying out assignments from the client and/or who are or may be liable in any way in connection therewith harmless from and against all actions, claims or demands of third parties – including the actual costs to be incurred by Serene in connection therewith – arising from or relating in any way to the work or services performed by Serene for the client. The indemnification

includes an indemnification for any and all reporting of unusual transactions and/or data breaches and/or other reportable matters to authorities, and any and all preparatory- and/or related actions to such reporting, also if such reporting takes place prior to or in absence of an agreement as referred to in Clause 1.2 of these conditions.

6.6 Force majeure concerns a breach of contract by a party due to circumstances that are not its fault, nor are considered by law, legal transaction or generally accepted standards to be for its account. Force majeure in the meaning of this stipulation occurring at a third party of whose services or products Serene avails itself, equally applies as force majeure for Serene. Force majeure includes a strike at Serene or at a third party of whose services or products Serene avails itself, bankruptcy, a moratorium of payments, liquidation or any other event as a result of which Serene and/or a third party, of whose services or products Serene avails itself, is prohibited from performing its duties for some time or permanently.

6.7 In the event of force majeure, the duty to perform is suspended for the duration of such force majeure without the party invoking it being liable for the ensuing damage. A party can only invoke force majeure with respect to the counterparty if it notifies the counterparty in writing, with the submission of proof, if possible, of the intention to invoke force majeure as soon as possible after its occurrence.

6.8 If, due to force majeure, either party is definitively prohibited from performing its duties, the agreement can be terminated by either party without judicial intervention, without either party being held liable for damages.

6.9 Unless these general conditions provide otherwise, any and all claims of client against Serene, regardless of their nature, shall expire one year after the date client has become aware or could reasonably have become aware of the existence of such claim.

### 7. Proposals, fees and disbursements

7.1 Proposals and/or offers are based on the information furnished by the client, are subject to a satisfactory completion by Serene of its client and engagement acceptance procedures, and, unless otherwise agreed, are valid for 30 calendar days, unless revoked by Serene earlier than that.

7.2 During the offer period as mentioned in an offer, the prices in such offer will not be increased, unless there is a change in taxes, applicable laws, or a price fluctuation in goods to be purchased by Serene for the delivery under its offer.

7.3 Except for an explicit and written stipulation to the contrary, fees for the services rendered by Serene shall be calculated based on hourly rates, which shall be fixed by Serene every year for each consultant working with Serene and notified by Serene to the client at the acceptance of an engagement and thereafter when amended, which amendments may also be notified through the specifications of the bills of Serene. Taxes will be charged to the client.

7.4 Insofar a fixed price was agreed for the rendering of certain services and/or the delivery of certain goods, and the rendering of the services and/or goods leads to extra work and acts that reasonably cannot be deemed to be included in the fixed price, Serene shall endeavor to timely inform the client about the financial consequences of this extra work and/or cost and be entitled to reasonable additional fees and/or costs.

7.5 Serene will charge the client additionally for disbursements (e.g. delivery fees, cost of external experts, traveling expenses).

7.6 Serene has the right to require a payment in advance before commencing the assignment of the client. Advanced payments shall be applied against any and all amounts owed by the client to Serene on completion of the assignment.

7.7 The services rendered shall in principle be charged to the client on a monthly basis or on delivery. All payments will be due within 14 days of the date of the invoice. If the invoice is not paid within the payment term, an interest of 9% per year or the statutory interest, whichever is higher, will be due on the amount outstanding and Serene will also be entitled to suspend or terminate its services and/or delivery of goods.

7.8 Serene shall not be liable for damages arising as a result of this suspension or termination of its services and/or delivery of goods. In addition, Serene shall be entitled to charge collection costs. Internal collection costs shall be charged at an hourly rate equal to the average hourly rate charged in the invoices collected, regardless the seniority or function of the employee, consultant or other staff member concerned. Third party costs will be charged in full.

7.9 Serene is authorized to (collect and) set off monies received by it or any foundation administering Serene's third-party accounts on behalf of the client against outstanding fees, disbursements and outstanding invoices.

7.10 In order to comply with statutory obligations a client due diligence may have to take place prior to the rendering of our services. A suspected unusual transaction, (completed or intended) must, under circumstances as indicated by law, be reported to local Financial Intelligence Unit(s), without informing client of such report.

7.11 Should Serene or any staff be requested to provide information in relation to, and/or by, a client and/or related parties, through a legal request (including, without limitations, request from supervisory authorities), rule or legal proceedings, the client will reimburse the time and costs incurred, regardless of whether the services are ongoing or have been terminated.

### **8. Delivery terms and Guarantees; Use of Products**

8.1 If Serene has shown a client a sample, then this is only an example. Delivered goods or services may deviate from a sample.

8.2 Serene furthermore has the right to deliver goods and/or services that deviate from what is described in the offer or agreement if it regards changes that have been stipulated by law, or if the changes are minor or if the changes regard an improvement. Minor deviations (e.g. but not limited to color or sizes) do not constitute grounds for claims, dissolution or reduced payment.

8.3 Without prejudice to the preceding Clauses, Serene guarantees that the goods comply with the agreement, the specifications mentioned in the proposal or offer of Serene and with the reasonable demands of usefulness.

8.4 There is no guarantee if the client has manipulated the delivered products or has had those manipulated, if the products have been subjected to abnormal conditions or otherwise treated negligently or carelessly or in deviation of treatment instructions.

8.5 Serene is authorized, though not bound, to for the account of the client perform or have performed work that the client should have but has failed to perform itself.

8.6 All the delivery terms are agreed to the best of Serene's knowledge based on information that was known to Serene at the time when the agreement was concluded or at the later time of the delivery term being indicated and will be observed as much as possible. Serene is not bound to delivery terms that cannot be achieved due to circumstances arising after the aforesaid times, nor if the client was negligent in meeting his/her obligations. If there is a threat of any delivery term being exceeded, Serene endeavors to notify the client about it as soon as possible. Termination on the grounds of the delivery time being exceeded is only possible after notification of default, with Serene being given a reasonable term to complete the delivery.

8.7 The services and products of Serene are for the exclusive use and the sole benefit of the client in the matter and the context specified therein and for the purpose for which they were intended. No product, advice or information may, without the prior written consent of Serene, be changed by the client, used by third parties, made available to third parties, nor may it be referred to in other matters or any other context or be quoted or made public in any way unless agreed otherwise in writing.

### **9. Complaints**

9.1 Serene must be informed in writing of any complaints concerning work performed or fees charged within fourteen (14) days of the date of dispatch of the goods, documents or information on which such complaints are based or, in case client proves that it could not reasonably have discovered the shortcoming earlier, within fourteen (14) days after discovery thereof, failing which client shall forfeit any and all claims relating thereto, but at the latest within two (2) months of delivery.

9.2 A complaint shall not entitle client to suspend its payment obligations, unless Serene has informed the client that it considers the complaint to be justified.

9.3 In the event of a justified complaint Serene shall have the right, at its own discretion, either to adapt the fees charged, rectify the shortcoming free of charge, again perform the services concerned, or to cancel the performance of the services, in part or in full, a proportional refund of fees paid by client.

### **10. Intellectual Property Rights, Names and Logos**

10.1 All intellectual property rights on the work of Serene or products made available to the client or used or produced for the benefit of the client exclusively remain the property of Serene or its suppliers or licensors, except if, and insofar as, Serene and the client explicitly agree otherwise in writing.

10.2 For products to which the client acquires the intellectual property rights, the client grants Serene the unlimited right to use and distribute these products as licensee. Upon request the client will execute documents deemed necessary or desirable by Serene in this respect. The protection of those intellectual products not covered by

legislation is deemed to have been agreed contractually, as much as possible in accordance with the copyright regulations. The client agrees to impose the aforesaid conditions on its staff and third parties with authorized access to the products of Serene, and to make all reasonable effort to ensure compliance with the conditions.

10.3 The client is not permitted to remove or render illegible any designation of intellectual property rights or mention of the company name with respect to the products of Serene. Serene is authorized to implement and maintain technical measures for the protection of its rights.

10.4 If Serene has provided the client with products for which Serene has informed the client that Serene is only the licensee, and if Serene has provided the client with the license conditions, the client indemnifies Serene for any liability vis-a-vis the licensor due to violation of the intellectual property rights of the licensor by the client or a party who obtained the product via the client.

10.5 Serene is authorized to use the name, trademarks and logos of the client in proposals, presentations and products for the client and for internal Serene presentations and information.

### **11. Applicable law and forum**

11.1 All services performed by Serene, the agreement to carry out the assignments referred to in Clause 1.2, and all legal relationships related therewith, are exclusively governed by the laws of Curaçao. Any disputes related to the services of Serene shall be exclusively resolved in the first instance by the Court of First Instance of Curaçao without prejudice to the rights of appeal in Curaçao and/or before the Supreme Court in The Netherlands, and except if: (i) mandatory law that cannot be set aside by these general conditions dictates another Court; (ii) there is an eligible foreign Court and Serene chooses for such other Court; or (iii) parties jointly choose a different manner of dispute settlement.

11.2 English language words used in proposals, assignments, statements of work, invoices and any other engagement document issued by Serene, intend to describe Curaçao legal concepts only and the consequences of the use of these words in Curaçao law or any other foreign law (other than the laws applicable in the Kingdom of the Netherlands) shall be disregarded. In the event of a discrepancy between an English language word and a Dutch language word used to clarify the same, the meaning of the Dutch language word shall prevail. In the event of a dispute regarding the content or intent of these English language general conditions, and a Dutch version of these general conditions (if drawn up), the Dutch version shall be binding.

Curaçao, April 20, 2020.