

CQX Field Operations & Intelligence

GENERAL TERMS AND CONDITIONS

Version 1.0, September 2026

These General Terms and Conditions apply to every engagement (overeenkomst van opdracht, Section 7:400 et seq. Dutch Civil Code) between Chan Joeloemsing / CQX Field Operations & Intelligence, a Dutch sole proprietorship (eenmanszaak, KvK 42101920) ("Advisor"), and Client, together with the applicable Engagement Letter.

1. Nature of Services

Advisor performs the services described in the applicable Engagement Letter. Advisor acts in an independent, supporting and coordinating capacity, and provides factual information and observations to Client.

Advisor does not act as legal, financial, tax or investment advisor, does not provide valuations, certifications or expert opinions, does not execute transactions or act as Client's representative, and does not make decisions on Client's behalf.

Client remains fully and ultimately responsible for all decisions and their outcomes, regardless of any information or coordination provided by Advisor.

2. Non-Reliance

Advisor provides factual information and observations. These do not constitute advice and are not a substitute for independent professional advice or formal verification.

Client confirms that, before taking any material decision, it forms its own judgement and obtains such professional advice and verification as the circumstances require, at its own initiative and risk.

Advisor does not assume any duty of care beyond the role described in these Terms.

3. Findings

Any information, observation or report provided by Advisor (together, "Deliverables") relates to the situation as encountered at the time it was obtained and to the extent then apparent to Advisor. It does not constitute a warranty as to any other moment or set of circumstances, nor an inspection, survey, valuation or certification. Client accepts that circumstances may differ or change.

4. Third Parties

Advisor may introduce or engage independent third-party experts ("Third-Party Experts"). Advisor is not responsible for their acts, omissions or work product, and does not guarantee their performance or findings.

Any engagement with a Third-Party Expert is at Client's own risk; claims for any shortcoming lie directly against that Third-Party Expert. Client waives any claim against Advisor arising from the acts or omissions of a Third-Party Expert.

5. Fees & Payment

- Client pays a retainer as set out in the Engagement Letter, applied against fees for work performed
- Where an engagement involves material out-of-pocket costs, Client pays an expense deposit in advance, against which actual costs are reconciled; any surplus is refunded and any shortfall invoiced
- Alternatively, the Engagement Letter may provide that Client arranges and pays certain costs directly, in which case no deposit is required for those items; both approaches may be combined
- Invoices are payable within 14 days. Amounts are exclusive of VAT and expenses
- Late payment accrues statutory interest and reasonable collection costs
- Advisor may suspend Services on non-payment, including of a requested retainer or expense deposit
- Fees are payable in EUR unless agreed otherwise; currency risk is for Client's account

6. Liability

To the maximum extent permitted by law:

- Advisor's total liability is limited to the fees paid for the relevant engagement in the 12 months preceding the claim
- Advisor is not liable for indirect or consequential damages, or for loss of profit, opportunity or reputation
- Advisor is not liable for the acts or omissions of any Third-Party Expert

This limitation reflects the agreed fee structure and the acknowledgment in Section 2, on the basis of which Advisor's fees are priced.

7. Confidentiality

Both Parties shall keep confidential all non-public information disclosed in connection with the engagement, including Client's identity and activities, and Advisor's methods and network. Disclosure is permitted only where necessary for the Services, to bound advisors or Third-Party Experts, or where required by law.

- excludes information that is public, already known, independently developed, or lawfully obtained elsewhere
- survives for 5 years after termination, and indefinitely for information relating to Client's personal safety, security, or identity-sensitive data
- on request or termination, each Party returns or destroys the other's confidential materials, subject to standard legal and archival retention

8. Non-Circumvention

For 12 months after an introduction by Advisor, Client shall not directly engage a Third-Party Expert introduced by Advisor without Advisor's consent or a reasonable introduction fee reflecting the value of the introduction and comparable market practice, in cases where it can reasonably be established that this circumvents Advisor's role or fees.

9. Compliance & Right to Decline

Both Parties comply with applicable anti-money laundering, sanctions and anti-bribery laws. Advisor may decline or withdraw from an engagement, without liability other than refunding unearned pre-paid fees, where Advisor

reasonably believes that proceeding would create a money-laundering, sanctions, regulatory or material reputational risk.

10. Force Majeure and Interruption

Neither Party is liable for delay or failure to perform due to circumstances beyond its reasonable control. Either Party may terminate the affected engagement if such circumstances continue beyond 30 days, without further liability beyond costs already incurred.

Advisor is likewise not liable where performance is prevented, delayed or limited by circumstances at the location concerned or by the decisions or conduct of third parties. Fees for work performed and costs incurred or committed remain payable; any further performance is agreed separately.

11. Intellectual Property

Advisor retains ownership of its methods, templates and know-how. Client receives a non-exclusive, perpetual licence to use Deliverables for its own personal or internal purposes. Deliverables may not be shared with third parties or presented as independent professional certification without Advisor's written consent.

12. Data Protection

Advisor processes Client's personal data solely to perform the Services, in accordance with the GDPR, with appropriate safeguards and no disclosure beyond what is necessary or legally required.

Where an engagement concerns information relating to persons other than Client, Client warrants that it has a legitimate purpose and a lawful basis for the request. Advisor processes such information only as far as necessary for the engagement and may decline or discontinue an engagement in accordance with Section 9.

13. Termination

Either Party may terminate for convenience on 14 days' written notice, or immediately for uncured material breach (10 business days to cure). Client remains liable for fees incurred and committed costs up to termination. Sections 2, 3, 4, 6, 7, 8, 9, 11 and 12 survive termination.

14. Consumers

Where Client is a natural person not acting in the course of a profession or business, mandatory provisions of Dutch consumer law take precedence over any conflicting provision of these Terms, including as regards liability, competent court, and any statutory right of withdrawal. Where Client requests that performance commence before an applicable withdrawal period has expired, Client owes a proportionate fee for work already performed.

15. Governing Law & Disputes

- This agreement is governed by Dutch law. Subject to Section 14, the Amsterdam courts have jurisdiction by default
- Where Client is domiciled outside the Netherlands or the EU, either Party may elect ICC arbitration (one arbitrator, seat Amsterdam, English language) instead of the Amsterdam courts, by written notice
- Either Party may seek interim or injunctive relief from any competent court regardless of the above

16. Miscellaneous

- If any provision is invalid, the remaining provisions remain in force
- These Terms apply to all engagements between the Parties and may only be amended in writing
- This agreement may be signed electronically and in counterparts

CQX Field Operations & Intelligence

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