

## General terms and conditions of Eye on AML B.V.

1. These general terms and conditions apply to every contract for services between the client and Eye on AML B.V. (“**Eye on AML**”).
2. Eye on AML accepts all engagements - including those expressly or implicitly intended to be carried out by a specific individual or entity - unless article 7:404 and 7:407(2) of the Dutch Civil Code apply.
3. Without prejudice to clause 1 and 2, all provisions of these general terms and conditions are also irrevocably stipulated for the benefit of all individuals and entities affiliated with Eye on AML, including temporary employees and other support roles.
4. If Eye on AML and another individual or entity take on an engagement together, Eye on AML will only be liable for the fulfillment of its own express obligations.
5. Clients must provide Eye on AML with all information it needs to comply with its client due diligence obligations (including those under the Dutch Money Laundering and Terrorist Financing Prevention Act). Eye on AML is required to report unusual transactions to the competent authorities without informing the client concerned.
6. Under legislation implementing Directive (EU) 2018/822, Eye on AML must under certain circumstances provide information on reportable cross-border arrangements to the competent authorities.

7. Unless otherwise agreed in writing, Eye on AML calculates its fees based on the number of hours worked multiplied by the applicable rates, which Eye on AML may revise from time to time. Disbursements (such as travel expenses) are also charged to clients. All invoiced amounts are exclusive of VAT, unless expressly stated otherwise.
8. Invoice must be paid within 30 days of the invoice date, without any right to discount, delays or set-off. In the event of late payment, the client concerned will automatically owe statutory commercial interest (under article 6:119a of the Dutch Civil Code) without Eye on AML having to give any prior notice. If payment is not made after a reminder has been sent, the client concerned will also owe a 15% surcharge on the invoiced amount. In addition, the client will be liable for all costs incurred by Eye on AML in obtaining payment of the amount due, including extrajudicial costs, costs of legal assistance and extra overhead.
9. Eye on AML's liability towards clients, on whatever grounds, is limited to the amount paid out under its liability insurance policy plus the applicable deductible. No liability exists if mandatory law requires Eye on AML to suspend or terminate work. If no payment is made under the insurance, Eye on AML's liability will be limited to the amount it has received in fees in connection with the engagement, up to a maximum of EUR 10,000.
10. Eye on AML will have no liability for indirect or consequential damage, such as lost turnover, profits, goodwill or savings, or damage to its reputation.

11. Claims relating to any alleged liability on the part of Eye on AML must be submitted in writing - including the reasons for the claim - as soon as possible, but no later than twelve months after the engagement is completed.
12. Engagements are carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the engagements or the results of the engagement, even if they are directly or indirectly interested parties. Eye on AML accepts no liability towards third parties for work carried out on behalf of third parties, regardless of the basis for such work.
13. Except where damage has been caused by intentional or deliberately reckless conduct of Eye on AML, the client indemnifies Eye on AML and all persons associated with Eye on AML against any claims by third parties that are in any way related to or arise from the engagement given to Eye on AML. This indemnification also includes costs of legal assistance.
14. Eye on AML may engage third parties in carrying out the engagement. Clients authorise Eye on AML to accept any limitations of liability on their behalf. Eye on AML will exercise due care in selecting these third parties. Eye on AML will not be liable for any damage resulting from any act, omission, error or shortcoming on the part of these third parties.
15. Eye on AML will retain all files, documents and records at its disposal in connection with the engagement for the statutory retention period. After this period, Eye on AML may destroy these files, documents and records without notifying the client.
16. The contract for services (and any non-contractual obligation in connection with that contract) is governed exclusively by Dutch law.

17. The District Court of North Holland, the Netherlands, has exclusive jurisdiction to hear any disputes arising from or in connection with the contract for services, without prejudice to the right of appeal and further appeal.
18. Eye on AML will comply with all relevant laws and regulations on personal data protection when carrying out the engagement. Eye on AML is a controller within the meaning of the General Data Protection Regulation (GDPR) for the processing of personal data it obtains in carrying out the client's engagement. The client will, with due observance of the GDPR, inform the data subjects about their personal data being provided by the client to Eye on AML for the purpose of the engagement. Eye on AML will determine the purpose and means of processing personal data when carrying out the engagement. Eye on AML processes personal data obtained from the client in the context of the engagement and to comply with legal obligations. Eye on AML may process, store and distribute the client's personal data to anyone within the Eye on AML organisation in connection with the handling of the engagement and for the purposes of its relationship management. Eye on AML does not process data on behalf of the client unless needed due to the nature of the service. As controller, Eye on AML will not enter into a processing agreement with the client. Eye on AML will only further process the personal data to the extent that this is in line with the purpose for which the personal data was obtained. Eye on AML will take appropriate technical and organisational measures to protect the personal data against loss, damage and unauthorised access. For more information, see Eye on AML's privacy statement.
19. The client and Eye on AML will inform each other without undue delay as soon as they become aware of any breach involving personal data processed in the performance of the engagement. The client and Eye on AML will consult with each other before reporting any breach to a supervisory authority or to those involved.
20. The client and Eye on AML will inform each other without undue delay as soon as they become aware of an investigation by a supervisory authority in connection with personal data processed in the performance of the engagement.

21. Eye on AML will keep confidential any data, including personal data, that it obtains in carrying out the engagement. Eye on AML has entered into a confidentiality agreement with its employees and any other persons working on its behalf. If this has not been contractually agreed with employees employed by or working on behalf of Eye on AML, Eye on AML will impose a confidentiality obligation on those employees and/or persons with regard to the data of which they may become aware. Eye on AML will not in any way disclose the information it obtains in carrying out the engagement or make this information available to third parties, unless the client has given its prior consent or Eye on AML is legally obliged to do so. The confidentiality obligations in this clause do not apply to information that has become publicly known without any breach of this clause, was already known to the recipient or was provided by a third party without that third party breaching a confidentiality clause.
22. These general terms and conditions are available in Dutch and English. In the event of any conflict between the two versions, the Dutch version will prevail.

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