

# **CROWDBRIDGE GLOBAL N.V. - GENERAL TERMS AND CONDITIONS FOR INDEPENDENT REPRESENTATIVES "MEMBERS" IN CROWDBRIDGE GLOBAL**

Last updated: February 22, 2018

("Agreement")

Crowdbridge Global N.V. ("CrowdBridge Global") holds registered offices; address at Gravenberchstraat 10, Paramaribo, Suriname ("CrowdBridge Global" and "CBG").

These terms & conditions set out the terms between the Independent Crowdbridge Representative (hereinafter referred to as the "MEMBER") and CrowdBridge Global, whose paid service/s allows the MEMBER to buy and sell services and products according to the rules of the entire website.

Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full. You should not use this website if you do not accept with these terms & conditions in full. Our website and our offers are only for use by adults aged 18 years and over.

We reserve the right to restrict or remove your access to this website should you breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to you where we solely deem it appropriate or necessary.

Depending on your country of residence you may not be able to use all our services. We are not responsible if you don't follow the rules and laws of your country of residence.

**PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS WILL NOT AFFECT ANY STATUTORY RIGHTS WHICH YOU MAY BE ENTITLED TO FROM TIME TO TIME AND WHICH BY LAW CANNOT BE VARIED OR EXCLUDED.**

## **1 Formation of a Contract**

1.1 These conditions shall override any contrary, different or additional terms and conditions contained or referred to in any proposal, estimates, prior order forms or other documents from us. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

1.2 Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the goods / and or the work that is the subject of this order.

1.3 These terms and conditions shall be construed in accordance with the laws of Suriname and shall be subject to the exclusive jurisdiction of the Suriname courts.

## **2 Subject of the Collaboration between Member and CrowdBridge Global**

2.1 CrowdBridge Global sells products and services and operates in crowdfunding (referred as "Goods") on the international markets. These Goods may be digital services, services, digital products or physical products. The object of the cooperation is the sale and advertising of the products of CrowdBridge Global. The Member is not obliged to make expenses. There is no obligation to provide minimum sales. The Member will receive commissions and/or bonus for his/her marketing activity according the marketing-compensation plan.

2.2 In addition, it is possible for the Member to attract interested parties' other than the Member. Recruitment is not decisive for the payment of a commission. The commission is only due when the interested person purchases product according to the market plan.

2.3 The Member is given the opportunity to structure their activities through a back office. There he/she gets an overview of their activities and the sales results achieved. In addition, the Member sees the structure of their prospective prospects, which are located below their position.

## 2 General provisions

2.1 Member cooperation is only possible with persons who have reached the age of 18 years, or with a company which is properly registered and can demonstrate the purpose of the entity to cooperate with CrowdBridge Global.

2.2 Persons older than 18 years prove their eligibility by means of a KYC, and companies provide the necessary documents on their registration. In addition, we could at any given time require the details of all tax documents, such as the tax number, the value-added tax number and, where necessary, the tax identity.

2.3 CrowdBridge Global is entitled to refuse applications for admission without giving reasons. If the application is confirmed by CrowdBridge Global, then all documents, whether in written form or electronically transmitted, are part of the contract. If changes are made to the Member's personal circumstances, they must be communicated without delay.

## 3 No employment relationship

3.1 By concluding the aforesaid agreement between the Member and CrowdBridge Global, no employment relationship will arise under any circumstances. Rather, the Member acts as a self-employed entrepreneur who is not dependent on CrowdBridge Global. In this function, the Member is responsible for their business conduct and cannot require CrowdBridge Global to be responsible for the Member's conduct. For this reason, the Member has to take into account in each case, behavior corresponding to the law. Statements which the Member makes, are made on their own behalf, never on behalf of CrowdBridge Global.

3.2 CrowdBridge Global does not guarantee the Member any commercial success. Business success can only be achieved through the Member's own efforts.

## 4 Revocation of the contract and consequences of the revocation

4.1 Even if the Member concludes the contractual relationship with CrowdBridge Global as an entrepreneur, CrowdBridge Global grants the Member the right to withdraw from the Member contract within 14 days of the conclusion of the contract. The decision has to be made either in writing, by a note in the back office, or by email and is only valid if the message to withdraw is sent within the 14-day period.

4.2 In the case of withdrawal from the contract within the 14 days limitation, the payments will be refunded. Re-payments shall be made on both sides within 30 days from the date on which the payments were received.

4.3 By accepting these terms You Confirm and understand that CrowdBridge Global's return policy will NOT cover situations where the Member, YOU, have already received commission payouts, or other benefits, as a result of using CrowdBridge Global's products and/or Services.

4.4 In the event that the Member asserts his rescission, he may only reclaim payments made directly to CrowdBridge Global.

4.5 The company's refund Policy for any given promotional vouchers/credit/ which has been given to Member/Member/Sponsors will not apply under a normal sales refund policy and will only be giving a credit on face value minus the Admin fees.

## 5 Back office

5.1 After successfully registering as a Free Member, CrowdBridge Global opens a back office for the Member. By accessing the back office, the Member is agreeing to its terms of use.

5.2 The use of the back office is subject to the regulations formulated therein. The Member is not authorized to make unauthorized changes to the back office or to its prescribed use.

## 6 Delivery of Products

### 6.1 Offer and conclusion of contract

The order signed by the Member is a binding offer. We can accept this offer within two weeks by sending an order confirmation or by sending the ordered goods within this period.

### 6.2 Authorized documents

All documents handed over to the Member in connection with the assignment of the order, calculations, etc., we reserve the right to property and copyright. These documents may not be made accessible to third parties, unless we give the Member our express written consent. If we do not accept the offer of the Purchaser within the time limit of 1.1, these documents shall be returned to us without delay.

### 6.3 Prices and payment

1. Our prices include the packaging costs. Shipping and delivery costs are included in our prices.
2. Payment of the purchase price must be made exclusively on the account named overleaf. The deduction of any cash discount is only permissible with a written special agreement.
3. Unless otherwise agreed, the purchase price is payable at the moment the order is placed electronically. Interest on arrears is at 8 % above the respective base rate p. a. The assertion of a higher damage caused by default remains reserved. In the event that we assert a higher arrears, the Purchaser shall have the opportunity to prove to us that the alleged default in arrears is not incurred at all, or at a substantially lower rate.

### 6.4 Offsetting and Retention Rights

The customer is only entitled to the any offsetting if his claims are legally established or undisputed. The Purchaser is also entitled to set off against our claims if he asserts complaints or counterclaims from the same purchase contract. The customer is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

### 6.5 Delivery time

1. Unless an explicitly binding delivery date has been agreed, our delivery dates or delivery periods are exclusively non-binding.
2. The beginning of the delivery time stated by us shall presuppose the timely and proper fulfilment of the obligations of the customer. The exception of the unfulfilled contract remains reserved.

3. The Purchaser may, in writing, request us to deliver the goods within a reasonable period of time after a non-binding delivery date / delivery period has been exceeded two weeks. If we fail to meet an explicit delivery date / delivery period or if we are in default for a different reason, the customer must set a reasonable period of time for us to effectuate the service. If we allow the grace period to expire without success, then the buyer is entitled to withdraw from the purchase contract.

4. If the purchaser is in default of acceptance or if he culpably infringes any other cooperation obligations, we are entitled to demand compensation for the damage resulting from this, including possible additional expenses. We reserve the right to make further claims. The purchaser shall, on his own account, reserve the right to prove that a loss of the requested amount has not occurred at all or is at least substantially lower. The risk of an accidental loss or accidental deterioration of the purchased goods shall pass to the purchaser at the time at which the buyer is in default of acceptance or default.

5. Other legal claims and rights of the customer due to a delay in delivery shall remain unaffected.

#### 6.6 Reservation of title

1. We retain title to the delivered goods until the full payment of all claims arising from the delivery contract.

2. The Purchaser shall be obliged to treat the purchased goods carefully as long as the property has not yet passed on to him. In particular, he is obliged to adequately insure these at his own expense against theft, fire and water damage at the new value (note: only permitted for the sale of high-quality goods). If maintenance and inspection work has to be carried out, the customer has to carry it out on time at his own expense. As long as the property has not yet been passed, the customer has to notify us immediately in text form if the delivered object is seized or other interventions of third parties. If the third party is not able to reimburse us for judicial and extrajudicial costs, the customer shall be liable for the loss incurred by us.

3. The processing or conversion of the purchased goods by the customer always takes place name and on behalf for us. In this case, the expectant right of the customer continues to the goods at the transformed object. In this case, If the object of purchase is processed with other items not belonging to us, we acquire the co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of the processing. The same applies to the case of mixing. If the mixing takes place in such a way that the object of the Purchaser is to be regarded as the main item, it is agreed that the Purchaser transfers to us proportionate co-ownership and keeps the resulting sole proprietorship or co-ownership for us. In order to secure our claims against the purchaser, the Purchaser also assigns to us those claims which arise from the combination of the reserved goods with a property against a third party; We accept this assignment already.

4. CrowdBridge Global undertakes to release the securities to which we are entitled at the Purchaser's request insofar as their value exceeds the claims to be secured by more than 20%.

#### 6.7 Warranty and Notice of Defects

1. Insofar as the information contained in our brochures, advertisements and other offer documents are not expressly designated as binding by us, the illustrations or drawings contained therein are only approximate,

2. Insofar as the delivered item does not have the nature agreed between the Purchaser and us, or that it is not suitable for use in accordance with our contract or general use according to our contract or the use in general, or if it does not have the properties which the purchaser could expect according to our public statements, we are obligated to supplementary performance. This

does not apply if we are entitled to refuse the supplementary performance due to the statutory provisions.

3. The purchaser shall first have the choice of whether the supplementary performance is to be carried out by means of rework or replacement delivery. However, we are entitled to refuse the type of supplementary performance chosen by the customer if it is only possible with disproportionate costs and the other type of supplementary performance remains without significant disadvantages for the customer. During the supplementary performance, the customer is not entitled to reduce the purchase price or withdraw from the contract. A subsequent improvement shall be deemed to have failed with the unsuccessful second attempt, unless the nature of the cause or the defect or the other circumstances is different. If the supplementary performance has failed, or we have refused the supplementary performance as a whole, the Purchaser may, at his discretion, demand a reduction of the purchase price (reduction) or declare the rescission of the contract.

4. Claims for damages, because of the defect the customer can only assert if the supplementary performance failed or we have refused the supplementary performance. The right of the customer to assert further claims for damages under the following conditions shall remain unaffected.

5. Without prejudice to the preceding regulations and the following limitations on liability, we are fully liable for damage to life, body and health, based on a negligent or intentional breach of duty by our legal representatives or our vicarious agents, as well as for damages which are covered by liability under the Product Liability Act, as well as for all damages resulting from willful or grossly negligent breaches of contract, fraud, our legal representatives or our vicarious agents. If we have given a quality and / or durability warranty with regard to the goods or parts thereof, we are also liable under this guarantee. For damages which are based on the absence of the guaranteed condition or durability, but do not occur directly on the goods, we are only liable if the risk of such damage is clearly covered by the condition and durability guarantee.

6. We shall also be liable for damages caused by simple negligence, insofar as this negligence concerns the violation of such contractual obligations, the compliance of which is of particular importance for the achievement of the purpose of the contract (cardinal obligations). However, we are only liable to the extent that the damages are typically connected with the contract and foreseeable. In the case of simple negligent violations of non-contractual subsidiary obligations, we are not liable. The limitations of liability contained in clauses 1 - 3 shall also apply insofar as the liability for the legal representatives, executive employees and other vicarious agents is affected.

7. Any further liability is excluded without consideration for the legal nature of the claim asserted. As far as our liability is excluded or restricted, this also applies to the personal liability of our employees, employees, employees, representatives and vicarious agents.

8. The warranty period is two years from the date of the risk transfer. This deadline also applies to claims for compensation for defect consequences, insofar as no claims for unauthorized action are asserted.

## 7 MEMBER Information, rules of use and marketing

7.1 MEMBER should always check that the contact information you provide is correct before creating an account. You agree to provide us with complete and accurate information about yourself and keep this information updated.

7.2 The MEMBER is responsible for maintaining your own user name and password, where required to access your account. You should ensure that you store your user name and password securely and that the details required to access your account are not provided to another party.

7.3 MEMBER is responsible for the account and actions taken within it. If MEMBER is aware or suspect that the account user name and password or other details have become known to a third party, MEMBER should inform CrowdBridge Global immediately.

7.4 We reserve the right to restrict or remove the access to this website where MEMBER breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to MEMBER where we solely deem it appropriate or necessary.

7.5 Depending on MEMBER country of residence you may not be able to use all our services. We are not responsible if you don't follow the rules and laws of your country of residence.

7.6 MEMBER agrees not to use our service to perform criminal activity of any kind, especially money laundering, terrorist financing, illegal gambling or fraudulent hacking.

7.7 MEMBER can terminate this agreement with us and close the account at any time. By giving you notice we may terminate your access to your account or this website. At our sole discretion we can especially limit, suspend or terminate the service/s, remove or delay the hosted content. We can also keep MEMBER off the website if we think that you are creating problems or infringe any of our rights.

7.8 You agree to pay us the fees for using our Services as made available by the Fees Info, which we may change from time to time. MEMBER authorize us, or our designated payment processor, to charge or deduct MEMBER Account Funds for any applicable Fees owed in connection with trades you complete with our Services.

7.9 The MEMBER will keep silent about the income he receives. In the case of the use of their own sales documents, these are considered as not exhibited by CrowdBridge Global. This is to be clearly indicated at any time, whether these documents are produced in writing or electronically. In the case of sales talks, the MEMBER shall indicate to the interested party that he is self-employed and acts on his own account. Violations on the other hand can be punished with a contractual penalty of at least Euro 500.

7.10 Our products and services may not be offered by the MEMBER to auctions or other sales platforms. The MEMBER acknowledges that it is permitted to advertise the products of CrowdBridge Global in media such as TV, radio, newspapers etc. only after prior written consent from CrowdBridge Global.

7.11 The use of the advertising materials of CrowdBridge Global is only permitted if these are provided by CrowdBridge Global for this purpose. The modification of the advertising materials is not allowed. Likewise, the MEMBER is not allowed to change the trademark of CrowdBridge Global or to use it in modified form. In the case of an unauthorized amendment, CrowdBridge Global may also demand a contractual penalty from the MEMBER, which in any individual case is at least Euro 500, excluding the continuation.

7.12 Information given by the MEMBER in relation to the media is given in their own name and may not be given in the name CrowdBridge Global.

7.13 If CrowdBridge Global organizes events, the terms and conditions set out there in shall apply. CrowdBridge Global is entitled to make changes at any time.

7.14 The MEMBER is only authorised to perform sales activities in the countries expressly disclosed by CrowdBridge Global.

7.15 The purchase of products and services can only be made to the extent necessary for its own use. Purchases for third parties are expressly prohibited.

7.16 The use of premium rate phone call numbers or spam emails, bulk emails or sms services is strictly prohibited. In the event of the infringement, the MEMBER undertakes to pay a contractual penalty of EUR 1,000.

7.17 The respective valid compensation plan of CrowdBridge Global is also subject to these General Terms and Conditions. At the beginning of the use of the services the MEMBER confirms to have understood both the AGB and the compensation plan and agrees with the provisions laid down therein. CrowdBridge Global reserves the right to make changes and make them known. If the MEMBER does not object to the changes within a period of 14 days from the date of notice, this shall be deemed to be in accordance with the amendments. If a protest is filed, the MEMBER may terminate the contract within the aforementioned period.

## 8 Non-competition

The MEMBER can continue to do business at any time as long as they are not directly in competition with CrowdBridge Global. In this case, the MEMBER has to organise their businesses so that they do not conflict with each other. This is the case if the MEMBER wants to distribute other products during the distribution of the products of CrowdBridge Global. This applies in particular to events organised by CrowdBridge Global and on which the MEMBER is personally invited. If the MEMBER violates these rules and actively engages in competition with CrowdBridge Global, the MEMBER is subject to a contractual penalty with the exclusion of the continuation of the agreement in the amount of Euro 1,000 and may lead to an immediate extraordinary termination of this contract without giving notice.

## 9 Confidentiality

9.1 The MEMBER agrees to keep the mutually provided secret insights and information regarding the business relation in confidence. The MEMBER undertakes all measures that are required to prevent other parties from gaining knowledge of and utilizing such information. To this end, employees must also be committed to confidentiality, insofar as they are not already obliged to confidentiality under their employment contracts.

9.2 The MEMBER commits not to utilize the mutually communicated information on its own without the express written approval of CrowdBridge Global.

9.3 This non-disclosure obligation also applies if the collaboration is terminated.

9.4 The MEMBER will immediately return to CrowdBridge Global the documents that MEMBER received from CrowdBridge Global in connection with the business. Files and all copies created in this regard will be deleted from all data carriers or destroyed if in material form.

9.5 Without prejudice to a possible damage compensation claim, MEMBER commits to pay a contract penalty of EUR 1.000 for each culpable breach of this obligation.

## 10 Sales - Member network

10.1 The MEMBER is assigned to the distribution network, from which it was acquired by an active MEMBER, from the time of receipt of the payment. In the event that the new MEMBER claims to be classified into another distribution network, the date of the first registration is decisive. There is no area protection.

10.2 CrowdBridge Global does not support the ability to switch to another network. An MEMBER is not allowed to recruit other MEMBERS to its distribution network by setting up a new position.

10.3 If the MEMBER is not active in this network or the MEMBER can not be reached or located due to incorrect information, CrowdBridge Global reserves the right to delete the position from the distribution network and to refund the payments received.

10.4 Likewise, an MEMBER is not allowed to open several positions under different names.

## 11 License

11.1 CrowdBridge Global grants the MEMBER a licence to access the content, information and services contained within the website for personal use only.

11.2 This licence allows MEMBER to download and cache (using the browser) individual pages from the website.

11.3 This license does not allow MEMBER to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where companies website or a substantial part of it is hosted locally on the intranet in question.

11.4 CrowdBridge Global's website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

11.5 The website cannot be placed within the frame-set of another site.

11.6 Third parties are not allowed to "deep link" to pages within CrowdBridge Global's website, without express prior written permission. All links (unless expressly permitted by us) should be to the main index page of the website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

11.7 The restriction on "deep linking" does not apply to Member partners or other partners who wish to send users directly to a particular section or page.

## 12. Copyright

12.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.

12.2 The data mining, extraction or utilization of product information from the website is not permitted without our express prior written permission.

## 13. User Generated Content

13.1 Where the facility exists MEMBER may provide reviews or public feedback on the website, also known as user-generated content.

13.2 Where the facility exists such user-generated content can be provided in different formats and mediums; text, audio, video and still photographs.

13.3 As part of providing this content to us, you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and reproduce such content, as we require, including sub-licensing to other parties.

13.4 Such content shall not infringe the intellectual property rights of any other party. Furthermore, the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.

13.5 CrowdBridge Global reserves the right to remove any content, which breaches or risks breaching these terms and conditions.

13.6 However, we shall not assume any responsibility for auditing or monitoring any user generated content.



13.7 Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these terms and conditions.

#### 14 Limitations and Exclusions of Liability

14.1 The MEMBER acts on his own behalf and is fully responsible for all the risk and keeps CrowdBridge Global harmless and excludes CrowdBridge Global and its officers, employees and other related persons from all/any liabilities.

14.2 All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, other commercial opportunities are all excluded.

14.3 All indirect, consequential or special losses or damage are all excluded.

14.4 All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.

14.5 All losses relating to the loss or corruption of data, databases, systems, software or hardware are all excluded.

14.6 These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.

14.7 These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by MEMBER or CrowdBridge Global.

14.8 Our banking providers may accept payments solely for the purpose stated, and may not pass them on to third parties, exchange them, or provide a service in connection with the transaction or offers.

14.9 These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

14.10 Our services are provided without warranty of any kind on a "As Is" and a "As Available" basis. We do not guarantee that the services or the website will be available at any time. The use of the website may be suspended for maintenance.

#### 15 Indemnity

By your use of our website or service/s you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you. Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these terms and conditions.

#### 16 Variation

CrowdBridge Global reserves the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

#### 17 Assignment

CrowdBridge Global reserves the right to assign the rights and also the obligations under these terms and conditions, without giving notice to the MEMBER. This right of assignment shall only apply to CrowdBridge Global and shall not apply to the MEMBER in any way.

## 18 Price adjustment

CrowdBridge Global reserves the right to change the prices indicated at any time with an announcement period of 30 days. This applies to the sales prices, the fees and the payments indicated in the marketing plan. Price increases, reductions or changes in the bonus stated in the marketing plan of more than 10%, may be used by the MEMBER as an opportunity to object to this change. In this case, the contracting parties will seek a consensual solution. If no agreement is reached, both parties have the right to terminate the contract within a period of 3 months from the unsuccessful attempt to reach an agreement. In the absence of any objection, the amendment shall be deemed to have been accepted after the expiry of the above period.

## 19 Compensation plan

19.1 The MEMBER receives a commission for their services. This is paid weekly-monthly in accordance with the valid marketing plan in the back office for payment.

19.2 In accordance with the previously named KYC regulations, CrowdBridge Global reserves the right to make the first payment dependent on the proper transmission of the necessary information on the person, the bank account and the tax conditions.

19.3 If the MEMBER loses their contractually agreed status as an MEMBER, the payments for commissions will lapse. Claims on commissions are not resumed even if the MEMBER regains its status as an MEMBER.

19.4 CrowdBridge Global is entitled to offset its claims with payments from commissions. This right shall apply to the MEMBER only if its claims are legally established.

19.5 Settlements of commissions are considered settled if the MEMBER does not object within 7 days.

## 20 Temporal or final suspension

CrowdBridge Global reserves the right at all times to exclude the MEMBER in time or forever without prior notice from participation in the distribution network. The exclusion is decided and enforced by CrowdBridge Global on a case-by-case basis. This applies in particular to cases where the MEMBER does not submit the requested document within a reasonable time or violates the contract concluded with the MEMBER. In addition, CrowdBridge Global is entitled to exclude the MEMBER if they violate applicable laws. In all of the above cases, CrowdBridge Global is entitled to claim damages and administrative charges and deduct them directly from the Commission.

## 21 Duration of the contract, termination and related rights

21.1 The MEMBER agreement is terminated indefinitely. It can be terminated by both parties with a notice period of 30 days.

21.2 Regardless, the MEMBER agreement may be terminated without notice by CrowdBridge Global if there is a valid reason.

21.3 If the contract has been effectively terminated by one of the parties, a new registration as an MEMBER can only take place after expiry of a period of 12 months.

21.4 In the event of a termination, the MEMBER may only return products purchased within a period of 14 days from the date of the declaration of cancellation and demand the repayment of the purchase price if the termination was not caused by its conduct.

21.5 If the MEMBER is entitled to demand repayments, CrowdBridge Global will arrange the repayment within a period of 30 days from receipt of the repayment requirement.

## 22 Transferability of rights, Divorce or liquidation of a company

22.1 Rights which CrowdBridge Global has acquired from the business relationship can be transferred to third parties at any time. Third parties who have taken over the rights are obliged to continue the business in the agreed manner.

22.2 The MEMBER may only transfer its distribution position to third parties with the prior written consent of CrowdBridge Global. In particular, the position can only be sold or sold to third parties if the contract has not previously been terminated.

22.3 In the event of the death of the MEMBER, his/her contractual relationship and the acquired rights shall pass to his/her heirs. The death of the MEMBER and the inheritance must be proven with appropriate documents.

22.4 The heirs can only continue the business relationship with CrowdBridge Global if a new agreement is concluded between them and CrowdBridge Global within a period of three months after the death of the MEMBER. If there is no contractual agreement, CrowdBridge Global has the right to terminate the contract exceptionally.

22.5 In the event of the divorce of an MEMBER, or if the MEMBER is a company and the shareholders disagree and liquidate CrowdBridge Global, no further MEMBER positions shall arise from these events. Rather, the MEMBER undertakes to provide an internal solution for these cases. Upon conclusion of the dispute and the notification to CrowdBridge Global, the parties are obliged to conclude a new MEMBER agreement immediately. If the parties cannot agree to the conclusion of a new MEMBER agreement, CrowdBridge Global has the right to terminate the existing agreement in an extraordinary manner.

## 23 Waiver

Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as, or deemed to be, a waiver of those rights by us unless we acknowledge the waiver in writing.

## 24 Third Parties

These terms and conditions are between the MEMBER and CrowdBridge Global. They do not apply to, or benefit any third party and are not reliant on any third party.

## 26 Limitation of claims

All claims resulting from the use of CrowdBridge Global's offer or the visit of the website shall become statute barred within 6 months from the date on which they are known. Should longer periods of limitation have been agreed between the contractual parties, they shall not be affected by this clause.

## 27 Jurisdiction and Settlement of disputes

These terms & conditions shall be interpreted, construed and enforced in accordance with Suriname law and shall be subject to the exclusive jurisdiction of the Suriname Courts.