

GENERAL TERMS AND CONDITIONS Powerful Possibility LDA 2019-2023

Article 1: Definitions:

1. Client: the entrepreneur who enters into an Agreement with the VA for the performance of Work.
2. Agreement: assignment contract concluded between the Client and VA for the performance of Work. It is a fixed-term or indefinite-term contract.
3. Fixed-term contract: contract entered into for an agreed term which ends by completion of the Work and/or by expiry of the agreed term.
4. Open-ended contract: contract on the basis of which the VA performs the agreed Work on a monthly basis. This agreement does not terminate by completion of the Work.
5. VA: the legal company Powerful Possibility LDA performing the Work on behalf of the Client.
6. Work: the agreed work performed by the VA on behalf of the Client under the Agreement.

Article 2: General

1. These general terms and conditions shall apply to the Agreement concluded between the Client and the VA.
2. An offer of the VA is without obligation and valid for one month.
3. Deviating conditions and any amendments and additions to this Agreement shall apply only to the extent accepted by the VA in writing and then only for the Agreement in question.
4. The Agreement is concluded at the moment the VA's offer is accepted or the VA starts the Work.
5. The Agreement is entered into by both parties in the exercise of their profession or business.
6. The Services are performed by the VA on the basis of an assignment contract and explicitly not on the basis of a (fictitious) employment relationship with the Client. The Client shall therefore not withhold and remit any payroll tax and employee insurance premiums over the amounts due.

Article 3: The Agreement

1. The Fixed-term Agreement is entered into for a specific period stated in the Agreement.
2. The Open-ended Agreement is first entered into for the period of one year. At the end of that year, the Agreement for an indefinite period of

- time is tacitly continued for an indefinite period of time, unless the parties agree otherwise.
3. Unless otherwise agreed, the intellectual property rights to the (results of the) Work are vested exclusively in the VA. The Client is entitled to use (the results of) the Work for the agreed purpose for its business. The Client guarantees that outside that purpose third parties cannot take cognisance of the (results of the) Work, and that they will not be disclosed in any way, whether or not in exchange for payment.
 4. Additional work will be charged in accordance with the hourly rate stated in the Agreement, unless otherwise agreed.
 5. Complaints must be reported to the VA in writing within a reasonable delay as regulated by Portuguese legislation, failing which the Client shall be deemed to have fully accepted the result. Reporting complaints does not suspend the Client's payment obligation.

Article 4: The performance of the Work and the obligations of the VA

1. The Agreement contains the description of the Work.
2. The VA shall make every effort to perform the Work according to the requirements of good workmanship. The Agreement cannot be regarded as an obligation to achieve a result.
3. The VA shall perform the Work at its own discretion.
4. The Work will be performed from the VA's premises and using its own equipment and facilities, unless the parties expressly agree otherwise in writing with respect to a specific assignment.
5. The VA is entitled to have a third party perform (parts of) the Work. The VA will inform the Client accordingly.
6. Deadlines by which the VA's Work must be completed shall only be considered as deadlines if expressly stated in the Agreement.
7. All products and services required by the Client shall be purchased in the Client's name and paid for by the Client. The VA is not a party to these agreements and cannot be held responsible or liable for them.
8. The parties may agree that certain Work must be approved by the Client. In such a case, the Client must give its approval in writing. After the Client's approval, the Client cannot hold the VA

responsible or liable for these, unless the VA was aware of these errors or unless these errors are due to intent or gross negligence of the VA.

unless it has been expressly agreed in writing that the VA shall implement such advice.

Article 5: Processing personal data

1. If the VA processes personal data in the course of the Work, the VA shall do so in compliance with all relevant laws and regulations.
2. The VA is in principle to be regarded as a processor, not as a data controller, unless it is apparent from the actual performance of the Work or it is described in the Agreement that the VA should be regarded as a data controller. The parties shall conclude a processor's agreement, unless the parties agree otherwise.
3. If the VA performs work under the processing agreement, the VA is entitled to charge for this work as additional work. The provisions of the previous sentence do not apply if these activities are explicitly included as Work in the Agreement or if these activities do not meet the requirements of privacy legislation and this is attributable to the VA.

Article 6: Specific aspects Fixed-term Agreement:

1. If, at the Client's request, the VA performs work that falls outside the content or scope of the Fixed-term Agreement, this work will be reimbursed as additional work.
2. The Client accepts that this work may affect the agreed or expected end date of the Fixed-term Agreement.
3. If it has been agreed that the Fixed-term Agreement will be performed in phases, the VA may suspend the performance of Work belonging to a subsequent phase until the Client has approved and/or paid for the results of Work of the preceding phase in writing.
4. If the Client prematurely terminates the Fixed-term Agreement, this shall not entitle the Client to a refund of payments already made and shall not relieve the Client of its future payment obligations. These obligations of the Client shall become immediately due and payable in full at the time of termination of the Fixed-term Agreement.
5. Without prejudice to the VA's obligations, the Client shall remain responsible for the extent to which it relies on the advice given by the VA, as well as for the use and implementation thereof,

Article 7: Specific aspects Open-ended contract

1. The Open-ended contract sets out the agreed number of hours per month that the VA will perform the Work for the Client.
2. If the time actually spent by the VA in a month differs from the agreed number of hours, the VA shall inform the Client accordingly. The VA is entitled to charge this to the Client as additional work, unless otherwise agreed.
3. If the Client prematurely terminates the Open-ended contract, the VA retains the right to payment of invoices for Work already performed and any Work still to be performed by mutual agreement. The Client's payment obligation for invoices for Work already performed becomes immediately due and payable in full at the time of termination of the Open-ended contract.
4. The VA is entitled to adjust its rates once a year. The VA shall inform the Client thereof in writing.
5. The VA is entitled to charge the Client for travel expenses and all other costs and advances related to the Open-ended contract.

Article 8: Client's obligations

1. The Client shall cooperate fully in the performance of the Agreement. This includes providing timely and clear information about the Client's business and, if applicable, timely written approval of the VA's work.
2. The Client vouches vis-à-vis the VA for the correct, complete and timely provision to the VA of all data and information relevant to the Work, even if they have to be obtained from third parties. Among other things, the Client shall provide all (access) codes, login details, bank details and the like.
3. The Client shall be responsible and liable for the obligations described in the preceding paragraphs. The Client shall indemnify the VA against any third party claims arising from the use of such data and information.
4. If the circumstances from paragraphs 1 and 2 cause a delay in the performance of the Agreement, the VA shall be entitled to charge the Client the resulting additional costs and fees as additional work.

Article 9: Confidentiality

1. The VA undertakes to keep confidential any confidential information provided by or on behalf of the Client. Confidential information shall in any event include business and client data of the Client.
2. This duty of confidentiality in paragraph 1 does not apply if:
 - the VA is obliged to disclose on under the law or a binding decision by the court or government body;
 - the information becomes generally known;
 - the VA acts for itself in legal proceedings in which such information may be relevant.
3. With regard to the confidentiality of personal data, the provisions of the processing agreement apply.

Article 10: Fees and payment

1. The amounts due shall be credited to the VA's bank account no later than the agreed payment dates or within the agreed payment period.
2. Unless otherwise agreed, amounts due shall be paid in advance.
3. In case of prepayment, the VA is entitled to commence the Work only after receipt of the full amount due by the VA.
4. Invoices will be sent electronically to the e-mail address provided by the Client.
5. All prices are displayed exclusive of VAT and other levies.
6. If at any time the Client fails to fulfil its payment obligation, the VA is entitled to suspend the Work until it has received the agreed payment in full.
7. Unless otherwise agreed, payment shall be made without deduction, discount or set-off, within 14 days of the invoice date.
8. If the Client has not paid by the agreed payment dates or within the agreed term, the VA is entitled, without further notice of default and without prejudice to its other rights, to charge the Client the statutory commercial interest from the due date until the date of full payment.
9. Reasonable (extra)judicial costs incurred by the VA as a result of the Client's non-performance

shall be borne by the Client. These costs are set at 15% of the outstanding claim, with a minimum of Euro 40.

Article 11: Termination of the Agreement

1. The Agreement may be terminated by either party subject to 30 days' notice towards the end of each month.
2. Termination must be done in writing (via e-mail).
3. In case of force majeure of the VA, including illness or temporary or permanent incapacity of the VA, computer failure or breakdown, internet failure or breakdown, the VA is entitled to suspend its performance, without the Client being able to assert any right to compensation on that account. The VA shall notify the Client accordingly. If the force majeure continues for more than 10 working days, the Client shall be entitled to dissolve the Agreement without any right to compensation.
4. The parties have the right to dissolve the Agreement immediately in case of bankruptcy or (provisional) suspension of payments of the other party. Both parties will also be entitled to dissolve if the other party imputably fails to fulfil an essential obligation under the Agreement and the other party is in default in respect of that obligation.
5. If the VA terminates the Agreement (prematurely), or if the Agreement is terminated on the grounds of force majeure on the part of the VA, the VA retains the right to payment of invoices for Work already performed and any Work still to be performed by mutual agreement. The Client's payment obligation in respect of invoices for Work already performed becomes immediately due and payable in full at the time of termination of the Agreement.

Article 12: Liability and indemnity

1. The VA shall only be liable if the Client proves that the Client has suffered damage due to gross negligence, wilful misconduct or bad faith on the part of the VA.
2. The VA shall only be liable for direct damages. The VA's liability for indirect damages, including consequential damages, is excluded.
3. The VA's limitations of liability set out in these general conditions shall apply in full in the event of liability towards several Clients. If so, the VA

shall pay to all Clients together no more than the compensation applicable under general conditions.

4. Outside the cases mentioned in the preceding articles, the VA shall have no obligation to pay damages whatsoever.
5. The VA shall exercise due care when engaging third parties. The VA shall only be liable for the errors and/or shortcomings of these third parties if they are working under the VA's responsibility.
6. The Client shall indemnify the VA against all claims of third parties arising out of or in connection with the Work, unless such claims result from intent or wilful recklessness of the VA. The indemnification shall include all damages and (litigation) costs incurred by the VA in connection with such claim.

Article 13: Other provisions

1. The Agreement shall be governed exclusively by Portuguese law.
2. All disputes arising from this Agreement shall be decided exclusively by the jurisdiction of the district of Cascais.
3. If at any time the VA waives one or more rights to which it is entitled under these general conditions, such waiver shall be granted only once. In subsequent situations and Contracts these general conditions shall apply in full, unless otherwise agreed between the parties.
4. The VA is entitled to amend the general conditions. The VA shall inform the Client accordingly.
5. The following provisions continue to apply after termination of the Agreement: article 3 paragraph 3, article 9, article 10 paragraphs 8 and 9, article 12 and article 13.