

tradeXpad B.V.

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KyK: 74310429

tradeXpad B.V. Platform

Terms of Use

1. Introduction.

Please read these terms and conditions (these "**Terms**") carefully as they form a contract between you ("**User**", "**you**" or "**your**") and tradeXpad B.V., with its registered business address at Strauslaan 9, 3723JN Bilthoven, the Netherlands, registered with the Trade Register of the Dutch Chambers of Commerce under No. 74310429 ("**tradeXpad**", "**we**", "**us**", or "**our**") that governs your access and use of:

- the tradeXpad Platform; and
- the software and service components made available to you via this website.

"**Platform**" means the trade finance platform(s) owned and operated by tradeXpad for which only tradeXpad approves Registered Users.

These Terms govern your use of the Platform and all services and software provided therein, except to the extent all or any portion of the Platform:

- is the subject of a separate written signed agreement between you and tradeXpad; or
- is governed by a third-party licensor's terms and conditions.

The services ("**Services**") on the Platform include:

- establishing and maintaining the Platform;
- user management and onboarding;
- audit log reporting;
- presenting applications onto the marketplace;
- facility management with a full view of deployed and available funds;
- trade management, including a full view of exporter invoice and funder invoice;
- contract and term sheet management system;
- messaging and notification systems;
- invoice management processes for trading counterparties;
- once enabled, blockchain and smart contracts; and
- such other services as may be agreed in writing, from time to time.

By registering with or using the Platform you agree to be bound by these Terms and any modifications to these Terms that may be made from time to time. If you are using the Platform on behalf of an organisation, you are agreeing to these Terms for such organisation and warranting and representing to tradeXpad that you have the authority to bind such organisation to these Terms (in which event, "**you**" and "**your**" will refer to that organisation as well as you) unless such organisation(s) has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Platform. You may use the Platform only in compliance with these Terms.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE PLATFORM.

Should you have any questions concerning these Terms, please contact us at Contact@tradexpad.com.

2. Modification of terms.

We reserve the right to revise these Terms from time to time. We will date and post the most current version of these Terms on this website. Any changes will be effective upon posting the revised version of these Terms (or such later effective date as may be indicated at the top of the revised Terms). If in our sole discretion we deem a revision to these Terms to be material, we will notify you via this website and/or by email to the email address associated with your account.

We encourage you to check the date of these Terms whenever you visit this website to see if these Terms have been updated. Your continued access or use of any portion of this website and the Platform constitutes your acceptance of such changes. If you don't agree to any of the changes, we're not obligated to keep providing the Platform, and you must cancel and stop using the Platform.

3. Your account and access to the Platform.

You may use the Platform, on a non-exclusive basis, solely in strict compliance with these Terms and all applicable laws and regulations.

To obtain access to the Platform, you may be required to obtain an account with tradeXpad (become a "**Registered User**"), by completing a registration form and designating a user ID and password. Until you apply for and are approved for an account, your access to the Platform will be limited to the areas of the Platform, if any, that tradeXpad makes available to the general public.

When registering with the Platform you must:

- provide true, accurate, current and complete information about yourself as requested by the Platform's registration form (such information being the "**Registration Data**"); and
- maintain and promptly update the Registration Data to keep it true, accurate, current and complete. tradeXpad may deny approval or withdraw such approval at any time in its sole discretion, with or without cause. The Platform may make Internet connections to remote servers to authenticate that you are a Registered User.

Only you may use your tradeXpad account. You must keep your account and passwords confidential and not authorise any third-party to access or use the Platform on your behalf. tradeXpad will not be liable for any loss or damage arising from any unauthorised use of your accounts.

If a third-party such as an employer gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account. If you are an individual Registered User of the Platform, and the domain of the primary email address associated with your account is owned by an organisation and was assigned to you as an employee, contractor or member of such organisation, and that organisation wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between tradeXpad and such organisation and controlled by such organisation.

4. Acceptable use.

You must not use the Platform in any manner that may cause harm to others or the Platform itself. For example, you must not use the Platform to harm, threaten, or harass another person, organisation, or tradeXpad and/or to build a similar service.

You must not:

- damage, disable, overburden, or impair the Platform (or any network connected to the Platform);
- resell or redistribute the Platform or any part of it;
- use any unauthorized means to modify, reroute, or gain access to the Platform or attempt to carry out these activities; or
- use any automated process or Platform (such as a bot, a spider, or periodic caching of information stored by tradeXpad) to access or use the Platform.

In addition, you promise that you will not and will not encourage or assist any third-party to:

- modify, alter, tamper with, repair or otherwise create derivative works of any software used software used to provide or access the Platform;
- reverse engineer, disassemble or decompile the software used to provide or access the Platform, or attempt to discover or recreate the source code used to provide or access the Platform, except and only to the extent that the applicable law expressly permits doing so;
- use the Platform in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, or any other policy, instruction or terms applicable to the Platform that are available on the Platform ("**Policies**");
- sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Platform to any third-party;
- remove, obscure or alter any proprietary rights notice pertaining to the Platform; access or use the Platform in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;

- use the Platform in connection with the operation of facilities, systems, devices, or in any other manner in which the failure of the Platform could lead to death, personal injury, or physical property or environmental damage;
- use the Platform to:
 - engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data;
 - send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
 - store or transmit inappropriate content, such as content:
 - containing unlawful, defamatory, threatening, pornographic, abusive, libellous or otherwise objectionable material of any kind or nature,
 - containing any material that encourages conduct that could constitute a criminal offense, or
 - in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability;
 - store or transmit any content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or
 - abuse, harass, stalk or otherwise violate the legal rights of a third-party;
- interfere with or disrupt servers or networks used by tradeXpad to provide the Platform or used by other users to access the Platform, or violate any third-party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any software or the Platform;
- access or attempt to access tradeXpad 's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means;
- cause, in tradeXpad 's sole discretion, inordinate burden on the Platform or tradeXpad 's system resources or capacity; or
- share passwords or other access information or devices or otherwise authorize any third-party to access or use the software or the Platform.

tradeXpad reserves the right, in its sole discretion, to deactivate, change and/or require you to change your tradeXpad user ID and password for any reason or for no reason. tradeXpad may exercise such right at any time, with or without prior notice. We will make all judgments concerning the applicability of these guidelines in our sole and exclusive discretion. We reserve the right, in our sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint. We will not assume or have any liability for any action or inaction with respect to any content.

5. Consent to electronic communications and solicitation.

By registering with tradeXpad, you understand that tradeXpad, or third-party licensors from whom you license products, may send you communications or data regarding the Platform, including but not limited to:

- notices about your use of the Platform, including any notices concerning violations of use;
- updates; and
- promotional information and materials regarding tradeXpad and its products and Services. We give you the opportunity to opt-out of receiving promotional electronic mail from us by following the opt-out instructions provided in the message.

6. Third-party content and services.

All transactions using tradeXpad's software or Services are between the transacting parties only. The Platform may contain features and functionalities linking you or providing you with certain functionality and access to third-party content, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole; you acknowledge that tradeXpad is not responsible for the functionality of such content or services. Any such transactions and related activities, and any terms associated with such transactions and activities, are solely between you and the applicable third-party.

Similarly, tradeXpad is not responsible for any third-party content you access with the Platform, and you irrevocably waive any claim you may have against us with respect to such sites and third-party content. tradeXpad shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party.

You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third-parties. You are solely responsible for your dealings with any third party related to the Platform, including the delivery of and payment for goods and services. Should you have any problems resulting from your use of any third-party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible for any loss you suffer save where the loss occurred as a direct result of our breach of these Terms, as finally determined by a court of competent jurisdiction.

7. tradeXpad Services and appointment as Data Collector

To enable tradeXpad to provide the Services, you appoint tradeXpad as your data collector ("**Data Collector**") for the Platform.

8. tradeXpad content and Services

For providing the Platform, allowing you access to the Platform and the Services, tradeXpad may charge you fees on the basis of the fee schedule agreed with you. Fees owed to tradeXpad are for use of the Platform and for tradeXpad Services offered via the Platform.

You shall promptly on demand pay tradeXpad the amount of all costs and expenses (including legal fees) reasonably incurred by tradeXpad in connection with the provision of the Services. In the event that the fees are calculated on the basis of the volume of transactions executed via the Platform, the volume of products or Services used, or another objective parameter, the tradeXpad software will automatically calculate the fees due and tradeXpad will invoice you on the basis of this automated calculations. You accept these automated calculations as correct and true, except in the event of manifest errors.

tradeXpad will invoice you for the fees and costs due in accordance with the agreed payment terms. Any amount due shall be paid in the currency of the invoice and in immediately available, freely transferable cleared funds to such account(s) with such bank(s) as TradeXpad notifies to you.

Amounts due shall be paid without any deduction or withholding for or on account of tax ("**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

All payments to be made are exclusive of any value-added tax or similar charge ("**VAT**"). If VAT is chargeable, you shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT.

Unless otherwise agreed all invoices of tradeXpad will be due and paid within 30 days from the invoice date. In the event of late payment, tradeXpad is entitled to charge interest at the rate of the Dutch statutory rate for commercial transactions and to charge the costs of collecting its claim, with a minimum of EUR 1.000.

9. Updates to the Platform.

tradeXpad reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Platform at any time. We may add or remove functionalities or features, and we may suspend or stop the Platform altogether. All updates will be licensed pursuant to these Terms.

10. Suspension and termination of use of the Platform.

We reserve the right, to temporarily suspend or terminate your access to the Platform at any time in our sole discretion, with or without cause, with or without notice, and without incurring liability of any kind. For example, we may suspend or terminate your access to or use of the Platform for:

- the actual or suspected violation of these Terms;
- the use of the Platform in a manner that may cause tradeXpad to have legal liability or disrupt others' use of the Platform;
- the suspicion or detection of any malicious code, virus or other harmful code by you or in your account;
- scheduled downtime and recurring downtime; or
- unplanned technical problems and outages.

If, in tradeXpad's determination, the suspension might be indefinite and/or tradeXpad has elected to terminate your access to the Platform, tradeXpad will use commercially

reasonable efforts to notify you through the Platform and/or by email to the email address associated with your account.

In addition to other termination provisions, we at our discretion may terminate your account if:

- you do not engage in any activity in your account within thirty (30) days after becoming a Registered User; or
- you do not engage in any activity in your account for any period of one hundred and twenty (120) consecutive days.

11. Intellectual property rights.

All contents of the website and Platform including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement are the proprietary property of tradeXpad, and/or the proprietary property of its suppliers, affiliates, or licensors.

tradeXpad may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter that is part of the Platform. Unless we have granted you licenses to our intellectual property in these Terms, our providing you with the Platform does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

12. Privacy.

In order to operate and provide the Platform, we, or third-party contractors and licensors, collect certain information about you and your organisation(s). As part of the Platform, we or contractors or licensors may also automatically upload information about your computer or device, your use of the Platform, and Platform performance. We use and protect that information as described in tradeXpad's applicable Privacy Policy, as published on this website.

You acknowledge and agree that we may access or disclose information about you, in order to:

- comply with the law or respond to lawful requests or legal process;
- protect the rights of tradeXpad, including the enforcement of our agreements or policies governing your use of the Platform; or
- act on a good faith belief that such access or disclosure is necessary to protect the personal safety of tradeXpad employees, customers, or the public.

We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Platform as part of our efforts to protect the Platform, protect our customers, or stop you from breaching these Terms.

13. Export/Import controls

You hereby warrant that neither you, nor any parent, subsidiary, or affiliate is listed on any Restricted Party List of the EU, the U.S. Government, or other relevant government, international organization, or other authority. For purposes of this provision, "**Restricted Party List**" is defined to include lists issued by the EU, the U.S. Government or relevant

other governments, international organisations, or other authorities that relate to export restrictions, economic sanctions, or anti-corruption. You shall immediately notify tradeXpad if you, or any parent, subsidiary, or affiliate is added to any such Restricted Party List or if any of their export privileges become denied, suspended, or revoked. You shall not deal with any Restricted Party when using the Platform. You shall notify tradeXpad of any known or suspected violations of export or import control laws or regulations related to any Restricted Party involving use of the Platform.

You warrant that you shall not be involved in and shall promptly notify tradeXpad of any known or suspected violation of export or import control laws or regulations.

When conducting transactions with use of the Platform or otherwise involving the Platform, you are responsible for complying with all relevant export and import laws and regulations, including customs clearance and payment of any and all duties, taxes, and fees.

You shall indemnify tradeXpad for and keep tradeXpad harmless from any and all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by tradeXpad in connection with any violations of applicable export or import control laws and regulations, by you, any parent, subsidiary, or affiliate, its officers, employees, or agents.

14. Representations and warranties

You represent and warrant that:

- any factual information provided by you to tradeXpad ("**Information**") is true and accurate in all respects as at the date it is provided or as at the date (if any) at which it is stated;
- nothing has occurred or been omitted, and no information has been given or withheld that results in the Information being untrue or misleading in any material respect;
- any financial projections contained in the Information have been prepared in good faith on the basis of recent historical information and on the basis of reasonable assumptions;
- you are acting for your own account and you have made your own independent decisions to utilise the Services and enter into the transactions conducted through the use of the Platform;
- you are not relying on any communication (written or oral) from tradeXpad (or any of its affiliates) as investment advice or as a recommendation to use the Services or the Platform and/or to enter into transactions with potential trade counterparties on the Platform, it being understood that information and explanations related to the terms and conditions of any potential transaction shall not be considered investment advice or a recommendation to enter into same. No communication (written or oral) received from tradeXpad shall be deemed to be an assurance or guarantee as to the expected results of the Services or any transactions conducted through the use of the Platform;
- you are capable of assessing the merits of and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions, and risks associated with the Services, of trading on the

Platform and any transaction concluded thereon. You are also capable of assuming, and assume, the risks of providing Information to tradeXpad and concluding any transaction with a potential trading counterparty on the Platform; and

- you understand that tradeXpad is not acting as a fiduciary for or any adviser to it in connection with the Services and/or any transaction concluded or to be concluded on the Platform.

The representations and warranties set out above are deemed to be made by you daily by reference to the facts and circumstances then existing commencing on the date of this letter and continuing until the termination of your use of the tradeXpad Platform and Services.

You shall immediately notify tradeXpad in writing if any representation and warranty set out above is incorrect or misleading and agrees to supplement the Information promptly from time to time to ensure that each such representation and warranty is correct when made.

You acknowledge that tradeXpad will be relying on the Information without carrying out any independent verification.

15. No warranty.

UNLESS OTHERWISE STATED IN WRITING, TRADEXPAD PROVIDES THE PLATFORM AND THE CONTENT THEREIN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRADEXPAD MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. User indemnification.

To the extent permitted by law, you will defend, indemnify and keep harmless tradeXpad, its Affiliates and each of their respective directors, officers, employees and agents (each an "**Indemnified Person**") against any cost, expense, loss or liability (including without limitation, legal fees) incurred by or awarded against that Indemnified Person in each case arising out of or in connection with any action, claim, investigation or proceeding commenced or threatened (including, without limitation, any action, claim, investigation or proceeding to preserve or enforce rights) in relation to:

- any content provided by you, or your use of the Platform in breach of these Terms infringes a registered patent, registered trademark, copyright or other right of a third-party, misappropriates a trade secret (to the extent that such

misappropriation is not the result of tradeXpad 's actions) or violates applicable law or these Terms;

- your use of the Platform or Services;
- transactions conducted through the use of the Platform.

tradeXpad will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

You will not be liable for any cost, expense, loss or liability (including without limitation legal fees) incurred by or awarded against an Indemnified Person if that cost, expense, loss or liability results directly from any breach by that Indemnified Person of any of these Terms which is in each case finally judicially determined to have resulted directly from the gross negligence or wilful misconduct of that Indemnified Person.

tradeXpad shall have no duty or obligation, whether as fiduciary for any Indemnified Person or otherwise, to recover any payment made or required to be made under this Clause 16.

You agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract or delict or otherwise) to you or any of your affiliates for or in connection with anything referred to in the paragraphs in clause 16 above except for any such cost, expense, loss or liability you incur that results directly from any breach by an Indemnified Person of the mandate letter or any other document entered into between you and an Indemnified Person, which is finally judicially determined to have resulted directly from the gross negligence or willful misconduct of that Indemnified Person.

You also agree that no Indemnified Person shall be responsible or have any liability to you or any of your affiliates or anyone else for consequential losses or damages.

17. Limitation of liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TRADEXPAD, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, OR THIRD-PARTY PROVIDERS OF SOFTWARE OR SERVICES VIA THE PLATFORM, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF TRADEXPAD HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF TRADEXPAD AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE PLATFORM WILL BE LIMITED TO THE AMOUNT TRADEXPAD CAN CLAIM UNDER ITS APPLICABLE INSURANCES, OR IN THE ABSENCE OF COVER UNDER INSURANCE TO A MAXIMUM OF EUR 50,000.

18. Marketing.

You agree that tradeXpad may use your pre-approved name and logos for marketing and promotional materials. You grant tradeXpad the right to link to your website. You agree to use reasonable efforts to arrange for appropriate personnel to be available to serve as references for the Platform and tradeXpad in the event of an inquiry from any member of

the press, any industry analysts or any potential customer. You agree to reasonably cooperate with tradeXpad to prepare a case study/reference testimonial about the Platform.

19. Miscellaneous.

Notices

We may send you, in electronic form, information about the Platform, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Platform or by access to this website. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Platform.

Severability; Entire Agreement

These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire contract between you and us regarding the Platform. It supersedes any prior contract or oral or written statements regarding your use of the Platform.

Assignment and transfer

We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Platform.

Independent Contractors; No third-party beneficiaries

tradeXpad and you are not legal partners or agents. Instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

Claims must be filed within one year

You must bring any claim related to these Terms or the Platform within one year of the date you could first bring the claim, unless applicable law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

Waiver

The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

20. Governing law; Location for resolving disputes.

The laws of the Netherlands govern the interpretation of these Terms and apply to claims for breach of these Terms, regardless of conflict of laws principles. The parties specifically

exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods.

You and we irrevocably consent to the exclusive jurisdiction of the courts in Amsterdam, the Netherlands, for all disputes arising out of or relating to these Terms.

In the event you are domiciled outside the European Economic Area, you agree that tradeXpad may at its sole discretion submit disputes to arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be Amsterdam, the Netherlands. The proceedings shall be conducted in the English language.

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