

General Terms and Conditions

Van Ameyde Group

28-6-2023

Content

| | |
|---|-----------|
| CONTENT | 1 |
| 1. APPLICABILITY | 2 |
| 2. INTELLECTUAL PROPERTY RIGHTS | 2 |
| 3. ORDER, QUOTATIONS | 3 |
| 4. AGREEMENT | 3 |
| 5. RATES AND PAYMENTS | 3 |
| 6. COOPERATION BY THE OTHER PARTY | 4 |
| 7. SUBCONTRACTING | 5 |
| 8. PROCESSING OF PERSONAL DATA | 6 |
| 9. CONFIDENTIALITY | 6 |
| 10. FORCE MAJEURE | 7 |
| 11. TERMINATION AND DISSOLUTION | 7 |
| 12. TERMINATION AND OBLIGATION TO KEEP | 8 |
| 13. LIABILITY | 8 |
| 14. INDEMNITY | 9 |
| 15. GENERAL | 9 |
| 16. APPLICABLE LAW AND DISPUTES | 10 |

1. Applicability

- 1.1. Unless agreed otherwise in writing, these terms shall be applicable to any agreement under which Van Ameyde provides all forms of services and/or delivers goods to the Other Party and on any agreement under which an Other Party provides services and or delivers goods to Van Ameyde.
- 1.2. The name Van Ameyde refers to Van Ameyde Group and the relevant company with which Van Ameyde Group is affiliated in a group as referred to in article 2:24b of the Dutch Civil Code (BW). Van Ameyde International B.V. does not, however, stand surety for said subsidiaries and/or participatory interests. The relevant contracting Van Ameyde entities themselves will be independently responsible and liable for entering into and performing such an agreement.
- 1.3. The party which has requested Van Ameyde to render its services herein and the party which renders its services and or delivers goods to Van Ameyde, are hereinafter both referred to as "the Other Party".
- 1.4. With replacement of 7:404 of the Dutch Civil Code and 7:407 (2) of the Dutch Civil Code, any offers are made by a company and are accepted exclusively by the Other Party as such.
- 1.5. All other terms and conditions (including any terms or conditions that the Other Party purports to apply under any purchase order, confirmation of order, specification, or other document) are expressly excluded.

2. Intellectual Property Rights

- 2.1. All data made available to and/or generated by the Other Party in connection with the performance of the relevant agreement shall be the property of Van Ameyde. Nothing in the relevant agreement shall be deemed to cause the rights (including property rights) in respect of such data to be vested in the Other Party or to cause said rights to be transferred to the Other Party.
- 2.2. Parties agree that the intellectual property rights in respect of works created by the other Party specifically and exclusively for Van Ameyde in the context of the relevant agreement – including software, data, results, instructions, reports, and documentation, and the information that they contain – shall be vested in Van Ameyde.
- 2.3. Only the intellectual property rights to the standard materials, standard (development) products, standard methods and techniques (including software) that are clearly identified before the start of the relevant agreement as (intellectual) property of the Other Party shall be vested in the Other Party.
- 2.4. The Other Party hereby grants to Van Ameyde all rights in respect of the works referred to in clause 2.2 both for current works and any derivative works later developed, which rights Van Ameyde hereby accepts, without further charge. The Other Party shall provide its full cooperation as regards the transfer within the meaning of the present sub clause. The Other Party hereby agrees that – given the nature and purpose of the relevant agreement – it will not invoke its right to make

changes in the product (as laid down, inter alia, in article 25(4) of the (Dutch) Copyright Act 1912 (*Auteurswet 1912*) against Van Ameyde.

- 2.5. The Other Party shall also not invoke its rights within the meaning of Article 25(1)(a)(b) and (c) of said Copyright Act 1912 against Van Ameyde.
- 2.6. The Other Party indemnifies and will compensate Van Ameyde in respect of all claims asserted by third parties regarding infringement of any intellectual property right in relation to works utilised and/or created in the context of the relevant agreement.
- 2.7. The Other Party shall not be entitled to invoke the application of Article 7 of the Copyright Act (*Auteurswet*) to rights in relation to works within the meaning of clause 2.2 of these General Terms and Conditions.
- 2.8. The Other Party may not refer to Van Ameyde as a client or use its trade mark(s) in any other manner without the written consent of Van Ameyde.

3. Order, quotations

- 3.1. The services to be rendered by and deliveries from Van Ameyde, including the quotations and offers preceding them, shall relate exclusively to the purpose stated in such quotations and offers; they have no meaning in another context and any other consequence must not be attached to them for any other purpose.
- 3.2. If any quotation submitted by Van Ameyde does not state the term of validity, this term shall be a period of sixty days.

4. Agreement

- 4.1. The agreement for service provision or delivery shall have been concluded only by a written order confirmation from Van Ameyde to the Other Party and the agreement shall consist of such written order confirmation and these terms. In the absence thereof, no agreement is validly entered into by Van Ameyde.
- 4.2. Modifications in the agreement shall be binding only if they have been confirmed and/or approved in writing by Van Ameyde.
- 4.3. The agreement forms the entire agreement between Van Ameyde and the Other Party relating to the order. It replaces and supersedes any previous proposals, correspondence, understandings, or other communications whether written or oral.

5. Rates and payments

- 5.1. The rates agreed upon will be increased by Value Added Tax (BTW) and any other taxes connected with the services to be performed by Van Ameyde and for which Van Ameyde is responsible. The rates are based upon the execution of orders under non-exceptional circumstances.
- 5.2. If rates have been agreed on for services that continue during more than one year, Van Ameyde is entitled to adjust its rates once a year based on an index.
- 5.3. Unless agreed otherwise in writing, payment shall be made without any discount by means of a deposit into or a transfer to a bank account to be designated by Van Ameyde within 30 days after the date of invoice. The value data mentioned

- on the (postal) bank account statement shall be determining and shall therefore be considered to be the day of payment.
- 5.4. Van Ameyde shall at all times be entitled to demand payment in advance, payment in cash, or a security for the payment.
 - 5.5. Any payment by the Other Party shall be applied first against the interest owed by it, as well as the collection costs and/or administration costs incurred by Van Ameyde and shall then be applied against the oldest outstanding invoice.
 - 5.6. If the Other Party disputes an invoice from Van Ameyde such dispute has to be filed within 14 days after the reason for the dispute has occurred.
 - 5.7. If any of the circumstances referred to in clause 11.1 occurs, the Other Party shall be in default by force of law by the simple fact that one of the aforesaid circumstances occurs. All claims of Van Ameyde on the Other Party shall in that case become immediately due and payable.
 - 5.8. If the payment period as set out in the relevant agreement, or in the absence thereof, the period of 30 days is exceeded, the Other Party shall be in default by force of law and Van Ameyde shall be entitled to charge to the Other Party as of the date on which the payment period was exceeded an interest of 300 basispoints on an annual basis on top of the statutory commercial interest which applies on the maturity date, whereby a part of a month shall be considered to be a full month.
 - 5.9. In the event of failure to pay, late payment or non-fulfilment of any of the other obligations of the Other Party, the Other Party shall owe to Van Ameyde, in addition to the amount of the invoice and the interest, all debt collection costs, both judicial and extrajudicial, which have been caused by the non-payment or by the non-fulfilment. Where valid under applicable law, the extrajudicial debt collection costs shall amount to at least 15% of the amount owed by the Other Party, including the above-mentioned interest, with a minimum of € 500.00, and shall be owed in each case in which Van Ameyde has used the assistance of a third party for the collection of the debt. The amount of the extrajudicial collection costs and the obligation of the Other Party to pay the extrajudicial collection costs result from the fact that Van Ameyde uses a third party, without Van Ameyde being obliged to demonstrate that it has actually incurred these costs.

6. Cooperation by the other Party

- 6.1. The Other Party shall see to it that the performance of the order by Van Ameyde can take place under such conditions and circumstances as the nature of the order reasonably implies.
- 6.2. In particular the Other Party shall procure that Van Ameyde and/or its employees and/or the external experts used by Van Ameyde are allowed access to locations and/or objects which need to be accessed for the performance of the order.
- 6.3. On the occasion of, or as soon as possible after, the awarding of the order, the Other Party shall provide Van Ameyde with all those data and/or information and/or items which are necessary for a proper performance of the order. In

- particular it will provide Van Ameyde with the written information that Van Ameyde desires and in the manner designated by Van Ameyde and in a timely manner.
- 6.4. The Other Party agrees that such data will be correct and complete. Van Ameyde will rely on, and will not independently verify, the accuracy and completeness of such data and the Other Party is responsible for informing Van Ameyde of any changes.
- 6.5. If, nevertheless, the incorrectness and/or incompleteness of the data provided by the Other Party:
- leads to an incorrect and/or inadequate performance of the order by Van Ameyde and/or by the external experts used by Van Ameyde, that shall be at the expense and risk of the Other Party; and/or
 - leads to unnecessary costs being incurred and/or a loss being suffered by Van Ameyde and/or the external experts used by Van Ameyde and/or other third parties,
- the Other Party shall be liable to compensate for those costs and/or loss.
- 6.6. Van Ameyde shall be entitled to have audits carried out by its internal audit department or by an external auditor. The Other Party shall cooperate in these audits. As far as reasonably possible, audits shall be announced in advance. The Other Party shall ensure that Van Ameyde is also able to carry out audits of the Other Party's subcontractors.
- 6.7. The Other Party recognises the relevant right and shall cooperate with any request by regulatory authorities to carry out audits of the Other Party. The Other Party shall notify Van Ameyde immediately of any such audit. The Other Party shall comply immediately with all instructions given by such regulatory authority to the Other Party or from Van Ameyde.
- 6.8. All obligations - including those pursuant to tax, healthcare insurance and social security legislation, and also the (Dutch) Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs*) and the (Dutch) Aliens Employment Act (*Wet arbeid vreemdelingen*) - relating to the Other Party's staff shall be for the account of the Other Party. The Other Party indemnifies Van Ameyde in respect of any liability relating thereto, including any claims by third parties due to non-payment of taxes and contributions owed by the Other Party or a subcontractor of the Other Party.

7. Subcontracting

- 7.1. If and in so far as Van Ameyde so deems necessary for a proper performance of the order, it may be assisted by one or subcontractors.
- 7.2. In such event, Van Ameyde shall ensure that the same obligations that apply to Van Ameyde itself are applied to the aforementioned third parties.

8. Processing of personal data

- 8.1. Insofar as Van Ameyde processes personal data in the performance of the work agreed on, it shall be regarded as a joint controller as referred to in Regulation (EU) 2016/679 (General Data Protection Regulation; GDPR (*Algemene Verordening Gegevensbescherming*)).
- 8.2. The Other Party undertakes vis-à-vis to comply with the GDPR and will not process any personal data outside the European Union.
- 8.3. The processing of personal data by Van Ameyde shall be limited to what is strictly necessary for the performance of the work. Van Ameyde shall further only process the data on the basis of written instructions from the Other Party or insofar as it is legally required to do this. The Other Party undertakes not to provide more personal data to Van Ameyde than which Van Ameyde needs in order to perform the services agreed on.
- 8.4. Van Ameyde shall destroy the personal data as soon as possible after the completion of the work unless a legal obligation requires Van Ameyde to retain it further.
- 8.5. In case of subcontracting as referred to in article 7, Van Ameyde shall inform the Other Party in advance about the third party/parties to be engaged.
- 8.6. Van Ameyde shall inform the Other Party without unreasonable delay about an infringement in connection with personal data and, in that context, provide the Other Party with all the relevant (additional) information, unless it is not probable that the infringement in relation to personal data constitutes a risk to the rights and freedoms of natural persons.
- 8.7. To the extent within its knowledge and control, Van Ameyde shall document the third party infringements of personal data protection laws and all relevant facts and circumstances with regard to such infringements.

9. Confidentiality

- 9.1. Each party shall treat as confidential any and all information received by the other party in the course of the performance of the services agreed upon or acquired in any other manner, the secrecy of which is known or should reasonably be recognized by the receiving party. Each party shall use such information only for the purpose of carrying out the obligations agreed upon. These obligations shall remain in force without prejudice to the termination or dissolution of the agreement(s) in question.
- 9.2. The provisions of Article 9.1 do not apply to information which:
 - a. is or will become public without a wrongful act of the receiving party, or
 - b. is lawfully made available to the receiving party by a third party without
 - c. the obligation of confidentiality, or
 - d. was demonstrably already in the receiving party's lawful possession prior
 - e. to the receipt thereof, or
 - f. was designated in writing as non-confidential by the Other Party, or
 - g. is published or disclosed to the appropriate authority by the receiving party
 - h. on the basis of a legal obligation or a standard of care that applies to the receiving party.

- 9.3. After the termination or expiration of the agreement(s) between the parties, each party shall, without delay, return to the other party the confidential information received from that party.
- 9.4. Van Ameyde's employees are bound to follow rules of conduct in order to guarantee the confidentiality and the independence of the assessment performed.
- 9.5. For the avoidance of doubt, Van Ameyde may use anonymized claims related data received from the Other Party for research and analysis purposes.

10. Force Majeure

- 10.1. Van Ameyde will not be liable to the Other Party for any delay in the performance of or failure to fulfil its obligations under the agreement to the extent that any such delay or failure arises from causes beyond its control, including but not limited to fire, floods, acts of God, acts or regulations of any governmental or supranational authority, pandemic, war, riot, strike, lockouts, and industrial disputes.

11. Termination and dissolution

- 11.1. Van Ameyde shall be entitled to terminate an agreement with the Other Party with the observance of a one month notice period.
- 11.2. Van Ameyde shall be entitled to terminate its activities with immediate effect and to dissolve the agreement for the part of it that has not yet been executed, by means of a written notification to the Other Party without any judicial intervention being required, and without prejudice to its right to compensation for costs, loss, and interest, if the Other Party:
 - a. is declared bankrupt, assigns an estate, files a petition for temporary suspension of payment or debt restructuring, or an attachment is levied on all or part of its properties, or proceeds with a partial or full winding up of its business;
 - b. dies or is placed under guardianship or, if it concerns a legal person, a decision to dissolve is taken;
 - c. in the event of an attachment of any nature whatsoever at the expense of the Other Party;
 - d. does not fulfil any obligation imposed on it by virtue of the law, the relevant agreement or of these terms;
 - e. fails to pay within the period set an amount of invoice or a part thereof; or otherwise fails to fulfil one or several of its obligations towards Van Ameyde resulting from the order;
 - f. proceeds with a strike or assignment of its business or an important part thereof, including the contribution of its business into a company to be

- incorporated, or proceeds with an amendment on the objectives of its business;
 - g. restates its annual accounts;
 - h. is in default under any financing agreement whereby the Other Party is the borrowing party;
 - i. in a general sense in all those cases in which, after the conclusion of the agreement, circumstances come to the knowledge of Van Ameyde which give him good reason to fear that the Other Party will not fulfil its obligations.
- 11.3. If the Other Party, after one or several of the circumstances referred to in clause 11.2 has occurred and Van Ameyde has terminated its activities for that reason, still fulfils its obligations towards Van Ameyde, Van Ameyde shall be responsible only to submit a verbal or written report - this at its discretion - about the activities already carried out.
- 11.4. Without prejudice to the provisions laid down in clause 11.2, Van Ameyde shall also be entitled, at its discretion, in the cases mentioned in clause 11.2 to suspend the fulfilment of its obligations until it shall have received the amount owed as well as any interest and costs.

12. Termination and obligation to keep

- 12.1. The activities of Van Ameyde shall end (except in the case of termination as defined in article 11) with the presentation of the final report and/or the final debit note to the Other Party.
- 12.2. Van Ameyde shall digitally keep all data, correspondence, documents, and other papers relating to the acceptance and execution of the order, for a period of seven years after completion of the order; other tangible items which relate to the subject matter of the agreement shall be kept by Van Ameyde for a maximum period of twelve months after completion of the order.

13. Liability

- 13.1. Nothing in these terms will be taken to limit or exclude either Party's liability to the other for:
- a. death or personal injury caused by its negligence or the negligence of its employees acting in the course of their employment;
 - b. liability for fraudulent misrepresentation; and
 - c. any other liability which by law it cannot exclude or limit.
- 13.2. Van Ameyde shall not be liable for any damage caused to, by or because of equipment and other items made available by the Other Party.
- 13.3. The Other Party shall keep Van Ameyde harmless against claims by third parties with regard to any damage caused to, by or because of equipment and other items made available by the Other Party, and also with regard to damage to goods to be inspected.

- 13.4. Van Ameyde shall never be liable in contract, tort (including without limitation negligence) and/or breach of statutory duty for any indirect or consequential loss, including business interruption loss and loss of profits.
- 13.5. The liability of Van Ameyde in contract, tort (including without limitation negligence) and/or breach of statutory shall be limited to the amount which shall be paid by virtue of the professional liability insurance(s) taken out by Van Ameyde, whereas the total of this amount shall be limited to a maximum of EUR 100,000. Information about the professional liability insurance(s) will be provided to the Other Party on request.
- 13.6. If for any reason whatsoever, and without any exception, no insurance payment is made, the liability of Van Ameyde shall be limited in all cases to the annual fee charged by Van Ameyde to the Other Party in connection with the order concerned, with a maximum of EUR 10,000.
- 13.7. All claims by the Other Party shall lapse and can no longer be made if they have not been filed with Van Ameyde in writing with such details to understand the nature, seriousness and circumstances leading to such claim. Any claim by the Other Party shall lapse and can no longer be made if a writ of summons for such claim has not been served on Van Ameyde within six months after the claim has been filed with Van Ameyde.
- 13.8. These terms set out the full extent of Van Ameyde's and Other Party's obligations and liabilities in respect of the order. All conditions, warranties or other terms concerning the order which might otherwise be implied are hereby expressly excluded to the fullest extent permitted by law.

14. Indemnity

- 14.1. The Other Party shall indemnify Van Ameyde against liability claims of any nature by third parties towards which Van Ameyde might not be able to invoke these general terms, in so far as those claims would be excluded if the third parties referred to herein would be held or bound by these general terms. The damages that it will compensate Van Ameyde for include all damages as determined in accordance with Dutch law, including any possible penalties imposed by a competent public regulatory authority and or third party against Van Ameyde in relation to any breach of a legal obligation by the Other Party or action by the other party contrary to the relevant agreement with Van Ameyde.
- 14.2. The Other Party shall reimburse Van Ameyde for all reasonable costs of defence against the aforesaid third parties, by which shall be understood, among other costs, the cost of proceedings, the fees of lawyers, the court registry fees, and the costs of witnesses and experts.

15. General

- 15.1. No delay by either party in enforcing any of the terms will affect or restrict either party's rights or remedies arising under the agreement. No waiver of any term will be effective unless made in writing and signed by the party so waiving.
- 15.2. If any court of competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-

provision shall, to the extent required, be deemed to be deleted, replaced by another valid provision that as closely as possible approximates the goal of the initial provision. Any invalid provision will not affect the validity and enforceability of any other provisions of the agreement.

- 15.3. The rights pursuant to any agreement with Van Ameyde shall not be assignable (within the meaning of article 3:83(2) of the Dutch Civil Code (*BW*)) and shall not be encumbered without the prior written consent of Van Ameyde. The Other Party shall notify Van Ameyde as soon as possible, in writing, in the event of the Other Party being affected by a merger, takeover, acquisition, or legal or actual division (i.e. a change of control). In such case, Van Ameyde reserves the right to terminate the relevant agreement with immediate effect if the new owner/part owner of the Other Party or partner/participant in the Other Party is a competitor of Van Ameyde or any of its major customers, may harm the good name or reputation of Van Ameyde, or Van Ameyde has had negative experience with such new party (i.e. fraud, crime, legal disputes, contract termination due to default, insolvency).
- 15.4. Van Ameyde shall be entitled to assign its rights and obligations pursuant to the Agreement (or part thereof) to another part of the Van Ameyde group or to a third party that takes over a business activity from Van Ameyde for which the services are provided. Van Ameyde shall notify the Other Party to that effect as soon as possible.

16. Applicable law and disputes

- 16.1. Any agreement with Van Ameyde for the performance of services or delivery of goods by either party will be governed by Dutch law, with exclusion of the United Nations Convention on contracts for the International Sale of Goods. Any agreement with Van Ameyde and any wrongful act by the Other Party shall be subject to Dutch law. The district court in The Hague, The Netherlands, shall have exclusive jurisdiction.
- 16.2. Any disputes resulting from or connected with the execution of an agreement governed by these General Terms and Conditions shall, unless agreement is made to the contrary, be brought for settlement solely before the competent court in the Netherlands, notwithstanding Van Ameyde's right to refer the dispute to another court which would be competent without this provision.