

## A. GENERAL TERMS AND CONDITIONS

### 1. Applicability and general provisions

- 1.1. Unless specifically otherwise agreed in writing, these General Terms and Conditions for Delivery and Payment (“General Terms and Conditions”) apply to all legal relationships between KTBA Holding BV and third parties. Within the framework of these General Terms and Conditions, “KTBA Holding BV” is given to mean any Dutch subsidiary company (companies) affiliated with KTBA Holding B.V. pursuant to Section 2:24a of the Dutch Civil Code and any Dutch participating interest(s) affiliated with KTBA Holding B.V. pursuant to Section 2:24c of the Dutch Civil Code. By applying, or by invoking, these General Terms and Conditions, the subsidiary companies or participating interests do not intend to create a legal relationship with a third party (including KTBA Holding B.V.), unless that is specifically agreed in writing by one of those parties separately with that third party.
- 1.2. Within the framework of these General Terms and Conditions, as the Other Party will be considered:
  - a) the party that has entered into an agreement with KTBA Holding BV or KTBA Holding BV’s (sub)subsidiaries or KTBA Holding BV’s participating interests pertaining to the provision of services, the purchase of goods and/or the acquisition of a user right and/or any other agreement from which obligations arise for KTBA Holding BV;
  - b) the party that enters into a legal relationship with KTBA Holding BV or KTBA Holding BV’s (sub)subsidiaries or participating interests in any other way than on the grounds intended in Article 1.2, under a.
- 1.3. These General Terms and Conditions have also been compiled for the employees of KTBA Holding BV and KTBA Holding BV’s management.
- 1.4. The use of the singular or plural for the terms defined below or the use of those terms in a certain composition do not have any effect on the application of these General Terms and Conditions.
- 1.5. If one or several provisions in these General Terms and Conditions (or a stipulation in the Terms and Conditions of B to G (inclusive) are fully or partially void or nullified at any time, the remainder of the provisions of these General Terms and Conditions remain fully effective. KTBA Holding BV and the Other Party shall, in such an event, negotiate an agreement on new provisions to replace the void or nullified provisions, whereby the purpose and meaning of the original provisions shall be observed as much as possible.
- 1.6. If KTBA Holding BV does not always require the strict observance of these General Terms and Conditions, it does not mean to say that the provisions of these Terms and Conditions do not apply or that KTBA Holding BV should lose the right, to any extent, to require the strict observance of the provisions of these Terms and Conditions in other cases.
- 1.7. All KTBA Holding BV’s quotations and offers are subject to contract and have a term of validity of 14 days. A quotation or offer shall lapse if the product or service to which the quotation or offer applies has become unavailable in the meantime.
- 1.8. KTBA Holding BV cannot be bound to KTBA Holding BV’s offer if the Other Party should have understood, in terms of reasonableness and fairness and according to generally accepted standards, that the quotations or offers, or part of those quotations or offers, contain an evident error or misprint.
- 1.9. The prices stated in a quotation or offer do not include VAT or any costs to be made within the context of the agreement, including tolls, travel and subsistence expenses, parking, shipping and administration costs, unless otherwise agreed.
- 1.10. If the acceptance by the Other Party (on the points below or otherwise) deviates from the offer included in KTBA Holding BV’s quotation or offer, KTBA Holding BV, as a departure from Section 6:225, paragraph 2, of the Dutch Civil Code, is not bound to it. In that event, the agreement is not formed in accordance with that deviating acceptance, unless KTBA Holding BV notifies the Other Party that KTBA Holding BV concurs.
- 1.11. A composite price does not oblige KTBA Holding BV to execute part of the order for an equal part of the stated price. Offers or quotations do not automatically apply to future orders.
- 1.12. KTBA Holding BV is entitled to unilaterally amend the General Terms and Conditions (Part A to G (inclusive)). The General Terms and Conditions amended by KTBA Holding BV apply to the Other Party as of thirty days after the Other Party has been notified of the amendment in writing or by electronic means, unless the Other Party notifies KTBA Holding BV within that term, in writing, that the Other Party objects to the amendment. If the Other Party makes an objection to the amendment in due time, the unaltered General Terms and Conditions between Parties remain effective until the contract has been completed or the agreement is terminated, but not longer than six months from the end of the aforementioned term of thirty days. If the agreement is continued after that term, the amended General Terms and Conditions will apply as of that time.

- 1.13. In the event the provisions of the Collaboration Proposal, the Order Confirmation, these General Terms and Conditions and the General Terms and Conditions containing specific rules in parts B to G are inconsistent, the specific rules prevail over the general rules. Parties agree that, in the event of conflict of law, the following order of prevalence shall apply:
- The Collaboration Proposal;
  - The Order Confirmation;
  - The Service Level Agreement or any other (private) deed that serves to create obligations;
  - The specific general terms and conditions that apply to the service in question, included in parts B to G (inclusive);
  - These General Terms and Conditions (KTBA Holding BV's General Terms and Conditions, Part A).
- 1.14. The applicability of the general terms and conditions of third parties is explicitly rejected. The general terms and conditions of third parties are dismissed by KTBA Holding BV.

## 2. The term of the contract, the delivery periods, the execution and changes to the agreement

- Agreements with KTBA Holding BV are concluded for an indefinite period, unless specifically otherwise agreed in writing. The effectiveness of these Terms and Conditions apply indefinitely, unless otherwise arises from the nature of the agreement or the Parties have specifically otherwise agreed in writing. The Terms and Conditions also apply to all future transactions and/or future legal relationships between KTBA Holding BV and the Other Party.
  - An agreement for an indefinite term may be cancelled in writing with due observance of three months' notice.
  - If a term has been arranged or stated for the completion of certain work or for the delivery of certain items, it is never a strict deadline. If a term is exceeded, the Other Party must send KTBA Holding BV written notice of default. KTBA Holding BV should be offered a term of at least 4 weeks in which KTBA Holding BV may as yet execute the agreement.
  - If KTBA Holding BV requires information from the Other Party for the execution of the agreement, the term for the execution does not begin before the Other Party has supplied KTBA Holding BV with the correct and complete information.
  - KTBA Holding BV has the right to commission third parties to execute the work KTBA Holding BV has been commissioned to do, even if the contract has been awarded to a specific person. KTBA Holding BV decides which person or persons in KTBA Holding BV's organisation or outside it shall execute the contract. Furthermore, KTBA Holding BV decides, on the basis of KTBA Holding BV's expertise, how and with which resources the contract should be executed. The employee (s) of the KTBA Holding BV remain under their management and supervision.
- KTBA Holding BV is authorised to execute the agreement in several stages and to invoice the part executed accordingly separately.
  - If the agreement is executed in stages or as sub-contracts, KTBA Holding BV may suspend the execution of those parts belonging to a subsequent stage or the subsequent part until the Other Party has approved, in writing, and/or paid for the results of the previous stage.
  - The Other Party should ensure that work and/or deliveries to be supplied by third parties that is (are) not part of the KTBA Holding BV's work are executed in such a way and in due time that the execution of the work is not delayed by it. If a delay within the meaning of this paragraph nevertheless arises, the Other Party should notify KTBA Holding BV of that delay at least 24 hours before KTBA Holding BV is due to start the work. If the Other Party notifies KTBA Holding BV of the delay less than 24 hours before KTBA Holding BV is due to start the work, KTBA Holding BV is authorised to charge the Other Party for the waiting time.
  - If KTBA Holding BV and the Other Party agree that the execution of the contract is to be done fully or partially on the premises of the Other Party or of a third party designated by the Other Party, the Other Party is obliged to provide KTBA Holding BV's employee(s) with a work place equipped according to the current Working Conditions standards, including telephone and internet connections, free of charge.
  - The Other Party is authorised to reschedule scheduled visiting appointments with the person who is executing the contract at KTBA Holding BV's at least 7 calendar days prior to the appointment, in agreement with KTBA Holding BV and free of charge, to another date, on condition that date is not unreasonably far in the future. A request to reschedule a visiting appointment too far into the future may be considered by KTBA Holding BV as a cancellation. In the event of cancellations and/or rescheduling scheduled visits too late, KTBA Holding BV is entitled to charge for the full, scheduled visiting appointment to the Other Party, not including the travel expenses.
  - If, during the execution of the agreement, it emerges that, for an adequate execution of the agreement, it is necessary to change it or add to it, the Parties shall meet to discuss amending the agreement in due time. If the nature, scope or content of the agreement, either at the request or on the instruction of the Other Party, [or] of the competent authorities, is altered and KTBA Holding BV's obligations are consequently changed in terms of quality and/or quantity, it

may have consequences for that which was originally agreed. As a consequence, the sum originally agreed upon could be raised or lowered. KTBA Holding BV shall submit an estimate in advance insofar possible. The term originally quoted for the execution may be altered due to a change to the agreement. The Other Party accepts the possibility of a change to the agreement, including changes in price and period of execution.

- 2.12. If the agreement is changed, including by addition, KTBA Holding BV is entitled to only start the execution of the agreement after the authorised person at KTBA Holding BV and the Other Party have approved the quoted price for the execution and other conditions, including the time for the execution that should be arranged in that event. Not executing or not immediately executing the changed agreement does not mean that KTBA Holding BV is in breach of contract and does not give the Other Party reason to dissolve the agreement. KTBA Holding BV may refuse a request to change the agreement without being default if it affects, in terms of quality and/or quantity, on the work to be performed and/or on the items to be delivered with-in that context.
- 2.13. If the Other Party is in default regarding the proper fulfilment of the obligations the Other Party has towards KTBA Holding BV, the Other Party is liable for all losses (including costs) incurred on the part of KTBA Holding BV, either directly or indirectly.
- 2.14. If KTBA Holding BV agrees on a fixed price with the Other Party, KTBA Holding BV is nevertheless always authorised to raise that price without the Other Party being authorised, in such a case, to dissolve the agreement, if raising the price is a consequence of an entitlement or obligation by virtue of the legislation or regulation or is caused by a rise in the price of raw materials, wages or for other reasons that could not be reasonably foreseen when the agreement was concluded.
- 2.15. If a rise in price which is not the consequence of a change to the agreement is more than 10% and occurs within three months after the conclusion of the agreement, the Other Party is only entitled to dissolve the agreement by means of a written notice if the Other Party is accorded the right to invoke title 5, Section 3 of Book 6 of the Dutch Civil Code, unless KTBA Holding BV is as yet willing to execute the agreement according to that which was originally agreed or if the rise in price arises from an entitlement or an obligation to which KTBA Holding BV is committed due to the legislation or if it has been stipulated that the delivery will be executed more than three months after the purchase.
- 2.16. Cancellation of an order or contract placed by the Other Party is not possible, unless KTBA Holding BV has determined otherwise in writing. If KTBA

Holding BV agrees to the cancellation of the order or contract by the Other Party, the Other Party shall owe compensation for damages amounting to 50% of the sum the Other Party should have paid on the execution of the agreement, unless the Parties had otherwise agreed in writing when the agreement was concluded.

- 2.17. If, as a departure from Article 2.1, KTBA Holding BV and the Other Party have concluded an agreement for a specific term or if the Other Party has commissioned KTBA Holding BV to execute a target contract that is terminated when complete, the agreement cannot be cancelled early. If, despite this, the Other Party terminates the agreement early, the Other Party shall owe KTBA Holding BV the fee which KTBA Holding BV could have claimed if the contract had not been terminated early, included the costs that had already been incurred by the date on which the agreement was terminated.
- 2.18. KTBA Holding BV is authorised to use the Other Party as a reference, both during the term of the contract and after its termination, free of charge and is entitled to inform third parties in commercial messages that KTBA Holding BV has provided services to the Other Party or has supplied items to the Other Party.
- 2.19. KTBA Holding BV is authorised to charge the costs to the Other Party that arise because the Other Party was in default of making the execution or progress of the work possible.
- 2.20. The Other Party is not authorised to transfer the legal relationship with KTBA Holding BV and/or the rights and obligations that arise from that relationship without KTBA Holding BV's written consent. The Other Party is not authorised to, or allow third parties the use of the aforementioned rights and obligations without KTBA Holding BV's written consent. KTBA Holding BV shall not refuse to grant that consent without due reason; KTBA Holding BV is authorised to set reasonable conditions for granting that consent.
- 2.21. KTBA Holding BV is always entitled to transfer to third parties the agreement between KTBA Holding BV and the Other Party and/or the rights and obligations that arise from that agreement without the Other Party's written consent. Insofar necessary, the Other Party grants advance consent for that transfer.

### 3. Suspension, dissolution and early termination of the agreement

- 3.1. KTBA Holding BV is authorised to suspend the fulfilment of the obligations or to dissolve the agreement if:
  - the Other Party fails to fulfil the Other Party's obligations arising from the agreement, fails to fulfil those obligations fully or fails to fulfil them in due time or if KTBA Holding BV fears that the

- Other Party will not fully fulfil those obligations or will fail to fulfil them in due time;
- the Other Party was requested to provide security for the payment of the Other Party's obligations when the agreement was concluded and the security is not forthcoming or is insufficient;
  - If, due to the delay on the part of the Other Party, KTBA Holding BV cannot be required to fulfil the agreement on the conditions originally arranged any longer, KTBA Holding BV is entitled to dis-solve the agreement, without prejudice to the remaining entitlements accorded to KTBA Holding BV by virtue of the law and the General Terms and Conditions.
- 3.2. If KTBA Holding BV grants the Other Party the sub-license for the KTBA Software BV Module Document Management, for payment or otherwise, KTBA Holding BV is also authorised to invoke Article 3.1 of these Terms and Conditions. In such cases as intended in Article 3.1, KTBA Holding BV is also authorised to withdraw the licence temporarily.
  - 3.3. In the event of complaints reported in due time in accordance with these General Terms and Conditions, the Other Party is not authorised to suspend the Other Party's payment obligations to KTBA Holding BV.
  - 3.4. KTBA Holding BV is authorised, without prejudice to KTBA Holding BV's legal entitlements, to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement becomes impossible or if other-wise circumstances arise due to which the unaltered maintenance of the agreement cannot reasonably be required of KTBA Holding BV.
  - 3.5. If the agreement is dissolved, the claims KTBA Holding BV has against the Other Party become immediately due and payable. If KTBA Holding BV suspends the fulfilment of KTBA Holding BV's obligations, KTBA Holding BV retains KTBA Holding BV's right to claims arising from the law and the agreement.
  - 3.6. If KTBA Holding BV decides to suspend the fulfilment or dissolve [the agreement], KTBA Holding BV can never be obliged in any way to pay compensation for loss or costs arising in any way from that suspension or dissolution.
  - 3.7. If the dissolution can be attributed to the Other Party, KTBA Holding BV is entitled to compensation for the loss, including the costs, arising directly and indirectly from it.
  - 3.8. If the Other Party fails to fulfil the Other Party's obligations arising from the agreement and that failure justifies dissolution, KTBA Holding BV is authorised to dissolve the agreement with immediate effect without any obligation on KTBA Holding BV's part to pay any compensation for loss or damages, while the Other Party however, due to breach of contract, is obliged to pay compensation for loss or damages.
  - 3.9. If KTBA Holding BV cancels the agreement early, KTBA Holding BV shall, in agreement with the Other Party, arrange the transfer of the work that is still to be executed to third parties. If the cancellation is attributable to the Other Party and the transfer involves costs for KTBA Holding BV, those costs will be charged to the Other Party. The Other Party is obliged to pay those costs within the term given for that payment, unless KTBA Holding BV determines otherwise.
  - 3.10. Sums invoiced by KTBA Holding BV prior to the dissolution pertaining to performances already executed or delivered by KTBA Holding BV within the context of the execution of the agreement will remain fully due and become immediately due and payable on dissolution.
  - 3.11. In the event of liquidation, (application for) a moratorium or bankruptcy, attachment - if and insofar the attachment is not cancelled within three months - regarding the Other Party, debt management or other circumstances due to which the Other Party cannot freely dispose of the Other Party's capital, KTBA Holding BV is at liberty to terminate the agreement immediately and with immediate effect or to cancel the order or agreement without any obligation on KTBA Holding BV's part to pay any compensation for loss or damage. In that event, KTBA Holding BV's claims against the Other Party are immediately due and payable.
  - 3.12. If the Other Party fully or partially cancels an order placed by the Other Party, the items that were ordered or prepared for that order, increased with any supply, disposal and delivery costs involved in it and the working hours reserved for the execution of the agreement, will be charged in full to the Other Party.
- #### 4. Force Majeure
- 4.1. KTBA Holding BV is not obliged to fulfil any obligation to the Other Party if KTBA Holding BV is obstructed by circumstances that are not attributable to fault and KTBA Holding BV's responsibility by virtue of the law, a legal act or according to generally accepted standards.
  - 4.2. In these General Terms and Conditions, Force Majeure is understood to mean, in addition to what it means in law and case-law, all exterior causes, foreseen or unforeseen, which KTBA Holding BV cannot control but due to which KTBA Holding BV is not capable of fulfilling KTBA Holding BV's obligations to the Other Party. It includes job strikes at KTBA Holding BV's works or at the works or third parties and (attributable) failures on the part of KTBA Holding BV's suppliers. KTBA Holding BV also has the right to invoke Force Majeure if the circumstances that obstruct the (further) fulfilment of the agreement arise after KTBA Holding BV was to have fulfilled

KTBA Holding BV's obligations.

- 4.3. KTBA Holding BV may suspend the obligations arising from the agreement for period in which the situation of Force Majeure lasts. If that period lasts longer than two months, both KTBA Holding BV and the Other Party are authorised to dissolve the agreement without being obliged to pay compensation for damage to the Other Party.
- 4.4. Insofar KTBA Holding BV had already partially fulfilled KTBA Holding BV's obligations arising from the agreement at the time the Force Majeure situation arose or will be able to fulfil them and the fulfilled part or part that can still be fulfilled respectively is accorded independent value, KTBA Holding BV is authorised to invoice the fulfilled part or part that can still be fulfilled respectively separately. The Other Party is obliged to pay that invoice as if it were for a separate agreement.

## 5. (Intellectual) property rights

- 5.1. All items supplied by KTBA Holding BV within the context of the agreement remain the property of KTBA Holding BV until the Other Party has adequately fulfilled all obligations arising from the agreement(s) concluded with KTBA Holding BV and from these General Terms and Conditions.
- 5.2. In this context, the Other Party shall not invoke accession, mixing or specification of items belonging to KTBA Holding BV by means of, or with, an item that belongs to the Other Party.
- 5.3. Items supplied by KTBA Holding BV that are subject to retention of title pursuant to paragraph 1 cannot and may not be sold on and may never be used as a means of payment. The items are non-transferrable within the meaning of Section 3:83 of the Dutch Civil Code. The Other Party cannot and may not pledge, or in any way encumber with a limited right, the items subject to the retention of title.
- 5.4. The Other Party should always do everything that may be reasonably expected of the Other Party to protect KTBA Holding BV's property rights.
- 5.5. If third parties seize items delivered under retention of title or wish to create or use rights to them, the Other Party is obliged to immediately notify KTBA Holding BV.
- 5.6. The Other Party is obliged to insure the items delivered under retention of title against damage from fire, explosion and water and against theft and to allow KTBA Holding BV inspection of the policy documents of those insurance policies at KTBA Holding BV's request. If any sum is paid out from the insurance, KTBA Holding BV is entitled to that money. Insofar it is necessary, the Other Party undertakes in advance, by accepting these General Terms and Conditions, to cooperate with everything that may (prove to) be necessary or preferable within that context.
- 5.7. In the event KTBA Holding BV wishes to exercise KTBA Holding BV's property rights specified in this Article, the Other Party grants the Other Party's advance and irrevocable consent to KTBA Holding BV and to third parties to be designated by KTBA Holding BV to enter all those places where KTBA Holding BV's property can be found and to repossess those items.
- 5.8. If KTBA Holding BV has more than one claim against the Other Party and the Other Party pays one or more of those claims so that the ownership of the delivered items is transferred to the Other Party while KTBA Holding BV still has a claim against the Other Party, the Parties agree that if the situation arises, an undisclosed pledge for the benefit of KTBA Holding BV will be created on the items delivered by KTBA Holding BV that are at the time the property of the Other Party. The undisclosed pledge will only be voided when the Other Party has fulfilled all the Other Party's obligations. KTBA Holding BV is always authorised to register (or to arrange the registration of) the agreement KTBA Holding BV has concluded with the Other Party and the General Terms and Conditions that apply to it with the Tax Administration.
- 5.9. The knowhow on which KTBA Holding BV's services are based and texts created within the context of any agreements concluded with the Other Party, working drawings, illustrations, prototypes, scale models, moulds, designs, design sketches, films and other source and/or working material or (electronic) files are and remain the exclusive and undivided property of KTBA Holding BV, or at least, KTBA Holding BV is the title-holder of all related intellectual property rights, regardless of whether they had been submitted to the Other Party or are, or have been, used by the Other Party. The Other Party may only use them if that use has been specifically agreed upon with KTBA Holding BV in writing. KTBA Holding BV only grants non-exclusive user rights. The user right KTBA Holding BV has granted to the Other Party may only be used by the Other Party for the purpose Parties have agreed upon.
- 5.10. The Other Party shall always withhold from doing anything, and/or refrain from doing anything, that may damage the rights intended in Article 5.9, either directly or indirectly. The Other Party is not authorised to use, or allow the use of, the rights intended in 5.9 or to dispose of them or to encumber them with any right without KTBA Holding BV's explicit written consent. The rights granted by KTBA Holding BV to the Other Party are non-transferrable within the meaning of Section 3:83 of the Dutch Civil Code, unless KTBA Holding BV explicitly agrees otherwise with the Other Party.



5.11. All intellectual property van de Other Party remains the property of the Other Party. The Other Party grants KTBA Holding BV a royalty-free, unencumbered, sub-licensable, non-exclusive licence for the use and reproduction of intellectual property rights allocated to the Other Party, insofar it is necessary for the execution of the contract awarded to KTBA Holding BV.

## 6. Payment and collection costs

- 6.1. Payment should be made within 20 days after KTBA Holding BV's invoice has been sent to a bank account number provided by KTBA Holding BV, unless it has been otherwise agreed, in writing, with KTBA Holding BV. KTBA Holding BV is authorised, if KTBA Holding BV is in doubt as to the Other Party's solvency, always to stipulate that the invoice is paid before the delivery of the items ordered and/or before the (further) execution of the arranged work.
- 6.2. If the Other Party continues to fail to make the payment, the Other Party is default by operation of law. In that case, the Other Party will owe interest of 1.5% per month, unless the statutory commercial interest rate (as stated in Article 6:119a of the Dutch Civil Code) is higher, in which case the statutory commercial interest is due. The interest on the sum due will be calculated from the time the Other Party is in default until the time the full due sum is paid.
- 6.3. KTBA Holding BV has the right to allow the payments made by the Other Party to serve to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and current interest. The Other Party agrees with this method of allocation of payments. If the Other Party leaves several in-voices unpaid, KTBA Holding BV is authorised to allocate a payment made by the Other Party to an invoice to be decided by KTBA Holding BV.
- 6.4. KTBA Holding BV may, without falling into default, refuse an offer of payment if the Other Party indicates a sequence for the allocation of the payment of invoices. KTBA Holding BV may, without KTBA Holding BV falling into default, refuse the full payment of the principal sum if the due and current interest and collection costs are not paid at the same time.
- 6.5. The Other Party is never authorised to set off that which the Other Party owes to KTBA Holding BV for any reason.
- 6.6. Objections against the invoiced amount do not suspend the Other Party's payment obligations.
- 6.7. If the Other Party is in default or fails to fulfil the Other Party's obligations (in due time), all reasonable costs made for acquiring the payment out of court shall be borne by the Other Party. The out-of-court costs are calculated on the basis of the customary Dutch practice regarding

collection costs. However, if KTBA Holding BV has incurred higher costs for collection than were reasonably necessary, the actually incurred costs will qualify for compensation. Any incurred legal and enforcement costs will also be recovered from the Other Party. The Other Party also owes interest on the due collection costs.

- 6.8. If KTBA Holding BV is involved in a seizure, dispute or proceedings between the Other Party and a third party, the Other Party will fully reimburse KTBA Holding BV for any costs arising from it incurred by KTBA Holding BV (such as legal assistance fees). All remaining exceptional costs incurred by KTBA Holding BV arising from the relationship with the Other Party will be borne by the Other Party insofar reasonable.
- 6.9. KTBA Holding BV is always authorised to request an advance payment from the Other Party before KTBA Holding BV starts to deliver any performance. KTBA Holding BV is authorised to suspend the execution of all KTBA Holding BV's work until the Other Party has made an advance payment.

## 7. Guarantees, inspection and complaints, time limit

- 7.1. The Other Party should submit a complaint, in writing or by email, within eight days, at the latest, of the execution of work concerning which the Other Party is of the opinion that it has not been executed adequately or if the Other Party has otherwise received a faulty performance from KTBA Holding BV. If the Other Party only discovers the complaint after that period, the Other Party should inform KTBA Holding BV of the complaint without delay.
- 7.2. If it has been established that a delivered performance is faulty and a complaint has been submitted in due time, KTBA Holding BV shall execute the work or performance again within a reasonable period, or, if executing the work or performance is not reasonably possible, the decision of which is in the discretion of KTBA Holding BV, the work or performance in question will not be charged to the Other Party. If KTBA Holding BV executes the work or the performance again, the Other Party is obliged to return everything KTBA Holding BV has supplied to the Other Party within the context of the faulty performance and to grant KTBA Holding BV the ownership of it, unless KTBA Holding BV decides otherwise.
- 7.3. If it is established that a complaint was unfounded, the costs arising from it, including the inspection costs, that KTBA Holding BV has incurred, will be fully charged to the Other Party.
- 7.4. After one year has expired after KTBA Holding BV has executed all the work KTBA Holding BV was commissioned to do, at least, after KTBA Holding

BV has stated that KTBA Holding BV has finished the work, all costs of repair and other work, including administration costs, shipping costs and travel expenses will be charged to the Other Party.

- 7.5. As a departure from the statutory time limits, the time limit on all Other Party's rights, cases and claims against KTBA Holding BV and third parties called in by KTBA Holding BV for the execution of the agreement is six months after written notice of a fault or other failure.

## 8. Liability

- 8.1. If KTBA Holding BV can be held liable, that liability is always limited to the arrangements of this provision (Article 8, Liability).
- 8.2. KTBA Holding BV cannot be held liable for damage of any nature caused because KTBA Holding BV based the work on incorrect and/or incomplete information supplied by, or on behalf of, the Other Party or faults in materials or equipment provided by the Other Party.
- 8.3. KTBA Holding BV's liability is in any case always limited to the sum paid out by KTBA Holding BV's insurance company, as and when necessary increased with KTBA Holding BV's excess.
- 8.4. KTBA Holding BV can only be held liable for direct damage. Direct damage is understood to mean the reasonable costs involved in establishing the cause and the scope of the damage, insofar the establishment pertains to damage within the meaning of these Terms and Conditions, any reasonable costs made to adapt KTBA Holding BV's faulty performance to the agreement insofar that faulty performance can be attributed to KTBA Holding BV and reasonable costs incurred to prevent or limit damage insofar the Other Party demonstrates that those costs have led to limiting direct damage specified in these General Terms and Conditions.
- 8.5. KTBA Holding BV's liability for indirect loss, including consequential loss, lost turnover, lost savings and loss incurred following business interruption is excluded.
- 8.6. KTBA Holding BV cannot be held liable for damage caused by the actions or omissions of third parties involved in the execution of the contract, regardless of whether those third parties were called in by KTBA Holding BV or the Other Party and regardless of the extent of the seriousness to which the those parties can be blamed in the matter of the appearance of the damage.
- 8.7. If, despite the provisions of this Article, KTBA Holding BV can be held liable for any kind of damage, KTBA Holding BV's liability is always be limited to twice the invoice amount for the order and/or work, at least to that part of the order and/or the work to which the liability is related. If the sum of twice the invoice amount of the order

and/or work, at least to that part of the order and/or the work to which the liability pertains, is more than EUR 50,000.00, KTBA Holding BV cannot be obliged to pay more than EUR 50,000.00.

- 8.8. The limitations of the liability included in this Article do not apply if the damage is attributable to wilful conduct or gross negligence on the part of KTBA Holding BV or KTBA Holding BV's executive employees. In relation to the third parties in Article 8.6, KTBA Holding BV may also invoke the limitation of liability if the damage is attributable to wilful conduct or gross negligence of that third party.

## 9. Indemnification

- 9.1. The Other Party indemnifies KTBA Holding BV against any claims by third parties who incur damage related to the execution of the agreement, insofar the cause of that damage cannot be attributed to KTBA Holding BV.
- 9.2. If KTBA Holding BV is challenged by third parties for that reason, the Other Party is obliged to assist KTBA Holding BV both in and out of court and to do all that may be expected of the Other Party without delay, including providing all necessary information and cooperation for contesting the claim introduced or to be introduced by the Other Party. If the Other Party fails to take adequate measures, KTBA Holding BV is, without requiring a notice of default, authorised to take those measures as KTBA Holding BV sees fit. All costs and damage incurred on the part of KTBA Holding BV and third parties shall be borne by, and be the risk of, the Other Party.
- 9.3. If the Other Party is challenged by a third party claiming that the third party has incurred, or is in danger of incurring, damage caused by the items delivered to the Other Party by KTBA Holding BV or caused by the work done by KTBA Holding BV, the Other Party shall immediately notify KTBA Holding BV.

## 10. Confidentiality

- 10.1. KTBA Holding BV shall make every effort to maintain confidentiality concerning the contents of the contract, the information supplied by the Other Party and the results of the work done in accordance with the contract. The duty of confidentiality does not apply if and insofar said information and/or results are intended for public disclosure or if KTBA Holding BV is obliged to disclose that information and/or results pursuant to legal provisions. The duty of confidentiality also does not apply in relation to third parties called in for the execution of the contract. The duty of confidentiality also does not

apply insofar the information is generally known or if KTBA Holding BV was already familiar with it before KTBA Holding BV started the execution of the work.

## 11. Transfer prohibition, recruitment of staff supplied by KTBA Holding BV

- 11.1. The Other Party, the Other Party's subsidiaries, group undertakings, participating interests and/or the Other Party's actual or legally affiliated companies, per-sons and/or associations of persons are prohibited from,
- for the term of any agreement concluded between KTBA Holding BV and the Other Party and
  - for a period of one year after the termination of the agreement be-tween KTBA Holding BV and the Other Party,
  - regardless of the reason and cause of the termination of the agreement,
- to employ persons employed by KTBA Holding BV or persons left KTBA Holding BV's employment less than one year prior to the time they were contacted by the Other Party and/or
- otherwise commission them to do work, paid or unpaid, at their companies and/or
  - to negotiate with those persons about that.
- 11.2. If the provisions of Article 11.1 are violated, the Other Party will incur an immediately payable fine, which is not subject to judicial mitigation, of EUR 50,000.00 per violation and also EUR 2000.00 for every day the violation continues, with-out prejudice to KTBA Holding BV's right to claim full compensation for loss and/or the discontinuation of the violation and without prejudice to KTBA Holding BV's right to claim the fine arranged by contract with the employee.
- 11.3. The Other Party has an obligation to KTBA Holding BV to inform the Other Party's subsidiaries, group undertakings, participating interests and/or the Other Party's actual or legally affiliated companies, persons and/or associations of persons of the provisions of Article 11.1.
- 11.4. The Other Party is not permitted, without KTBA Holding BV's specific, written consent, to make the persons who are executing the contract for KTBA Holding BV available to third parties. If the Other Party supplies staff, with KTBA Holding BV's written consent, to third parties, the Other Party should ensure that the Other Party registers in the Trade Register that the Other Party's operations (also) include supplying manpower.
- 11.5. If KTBA Holding BV, for any reason, including a limitation under public law, cannot successfully invoke Article 11.1 of these Terms and Conditions, the Other Party shall owe KTBA Holding BV a compensation of EUR 50,000.00 for the services provided by KTBA Holding BV in connection with the supply, recruitment or

education of the manpower in question.

## 12. Personal data and GDPR

- 12.1. **Processing of personal data** KTBA and the Other Party agree to always process personal data in accordance with the applicable regulations with regard to personal data, in particular the General Data Protection Regulation (GDPR) (EU) 2016/679 and the General Data Protection Regulation Implementation Act (hereinafter "applicable legislation") and these terms and conditions. If the word "processing" or a conjugation thereof is used in this article, this means processing within the meaning of the applicable legislation. If the Counterparty or KTBA believes that an instruction violates applicable legislation or law, it
- 12.2. **Processor / process controller** For processing personal data with regard to entering into or maintaining the mutual commercial relationship, both the Other Party and KTBA act as controller. For the processing of personal data as part of the execution of the assignment given to KTBA, the Other Party will always act as Controller and KTBA as Processor as referred to in the applicable legislation and in accordance with the applicable legislation. The Other Party as process controller will ensure that it always communicates to KTBA in a timely manner what it requires from KTBA as processor. The Other Party ensures that it has the data processed in accordance with the applicable legislation.
- 12.3. Purposes of processing: KTBA only processes personal data for the execution of the assignments it has been given, for the acquisition of such assignments in the future and / or the collection of management information for internal use.
- 12.4. The data to be processed: KTBA processes the following data: surname, (first) name, postal address, e-mail address, telephone number, fax number, numbers and / or names for the use of video calls such as Microsoft Teams of Zoom, profession, company, IP address. If KTBA as a controller carries out sensory studies or consumer tests, the personal data to be processed will be more precisely specified in a specific document. If the Other Party acts as controller, the Other Party will ensure that the personal data to be processed are always accurately specified in a specific document from which it follows which personal data it processes or has processed for which purpose. In carrying out the assignments granted to it, KTBA acts exclusively on behalf of and on behalf of the Other Party, on the basis of the content of this article and for the sole purpose of carrying out the assignment granted to KTBA.
- 12.5. Duration of the processing: The processing takes place during the term of the assignment agreement that KTBA has concluded with the



Other Party. Collected and processed personal data can be stored and archived by KTBA during an archiving period that is equal to the legal retention periods that apply in the Netherlands for the storage of data. The filing period commences after KTBA has completed the Other Party's order.

- 12.6. Transfer of personal data: KTBA will not transfer Personal Data to a country outside the European Economic Area ("EEA"), unless the Other Party has explicitly allowed such written transfer. Notwithstanding the above, KTBA is expressly authorized to transfer personal data processed under the terms of these Terms and Conditions to one or more of its factually or legally affiliated companies within the Merieux Nutrisciences Group, whether or not within the EEA, that are involved in the processing and in a broader sense in the execution of the assignment and or the facilitation of KTBA in the execution of the assignment. Data transfer outside the EEA will only take place in accordance with the applicable law of the country outside the EEA in which the data is processed. The Counterparty acknowledges and agrees that KTBA uses external service providers outside the EEA, including the United States, to (i) store and host some of its data; and (ii) the operation of software applications in use such as its CRM.
- 12.7. Data subjects' rights: Data subjects have the right to access their personal data, requests for rectification or deletion, a right to object to the processing and a right to be forgotten, a right to restriction of processing, data transfer and the right not to be subject to a decision based solely on automated processing. Any request from data subjects to exercise their rights should be sent to [dpo@mxns.com](mailto:dpo@mxns.com) and will be processed within a reasonable time.

### 13. Customer's commitments

Customer confirms that neither the Customer nor any of its suppliers is named on any U.S. or EU government denied-party list. Further, Customer shall not permit its users or suppliers to receive Services or access or use any Results or Service Report in a U.S. or EU embargoed country or in violation of any U.S. or EU export law or regulation. Notwithstanding any other provision in these T&Cs, KTBA may immediately terminate the relationship with Customer for noncompliance with U.S. or EU export law or regulation or in case of material risk to KTBA business or reputation.

### 14. Applicable law, disputes and evidence

- 14.1. All legal relationships to which KTBA Holding BV is party are governed exclusively by Dutch law, including if an obligation is executed fully or

partially outside the Netherlands or if the party involved in that legal relationship has its residence [registered office] there. The applicability of the Vienna Sales Convention is excluded.

- 14.2. The court of the district in which KTBA Holding BV has its registered office is, by exclusion, competent to hear disputes, unless the law mandatorily prescribes otherwise. Nonetheless, KTBA Holding BV has the right to submit the dispute to the court competent by law.
- 14.3. If there exists a difference between the Dutch version and the English version of these terms which is relevant to the interpretation of these terms (part A to G), the Dutch meaning will prevail above the English meaning. For the explanation of the intention of the parties, the Dutch version always prevails above the English version.