

## General Terms and Conditions SustFin B.V.

### 1. Definitions

1.1. In these General Terms and Conditions, the following terms shall have the following meanings:

*General Terms and Conditions*: the present provisions;

*Client*: the party that has instructed the Contractor to perform Work;

*Contractor*: SustFin B.V., having its registered office in Utrecht, the Netherlands, and registered with the Chamber of Commerce under number 75990938;

*Work*: all work commissioned or otherwise performed by the Contractor on behalf of the Client;

*Agreement*: an agreement of assignment within the meaning of Article 7:400 et seq. of the Dutch Civil Code whereby one party, Contractor, undertakes towards the other party, Client, to perform Work (or have it performed);

*Quotation*: any oral or written offer by Contractor to enter into an Agreement with it;

*Parties*: Client and Contractor;

*Materials*: all reports, advice, results, drawings, software, databases, concepts, presentations, and other tangible objects developed by the Contractor under the Agreement;

*Personal Data*: any information relating to an identified or identifiable natural person ("the Data Subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more elements specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person;

*Data Subject*: identified or identifiable natural person to whom the Personal Data relates;

*Processing*: an operation or set of operations relating to Personal Data or a set of Personal Data, whether or not carried out by automated means, such as collection, recording, organization, structuring, storage, updating or modification, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

*Force Majeure*: circumstances that prevent the fulfilment of the commitment and that cannot reasonably be attributed to either Party.

### 2. General

- 2.1. The Agreement is formed by these General Terms and Conditions together with the order confirmation signed by Client and Contractor.
- 2.2. The General Terms and Conditions apply to all offers, Quotations, assignments, Work, Agreements and legal acts whereby the Contractor provides goods and/or services of any kind to the Client.
- 2.3. The applicability of purchasing or other conditions of the Client is expressly rejected.
- 2.4. Any void or voidable provisions shall not affect the other provisions of these general terms and conditions. The void or voidable provisions shall be replaced by new, permissible provisions in the spirit of the void or voided provisions.
- 2.5. Amendments to the Agreement or the General Terms and Conditions shall be valid only if and to the extent that they have been agreed in writing by authorized representatives of both Parties.

### 3. Conclusion of the Agreement

- 3.1. All Quotations and offers of the Contractor are without obligation, unless explicitly agreed otherwise. Quotes may be revoked by Contractor even immediately after Client has accepted the Quotation.
- 3.2. Quotations are based on the information provided by the Client to the Contractor up to the quotation date. The Client warrants that all information essential for the design and execution of the Agreement has been provided to the Contractor. The Contractor will not be responsible or liable for the accuracy and completeness of the information provided by the Client and the use thereof.

- 3.3. If the acceptance of the offer differs (whether or not on minor points) from the offer included in the offer, then the Contractor is not bound by it. The Agreement will then not be concluded, unless the Contractor indicates otherwise.
- 3.4. A composite fee quote does not oblige Contractor to perform part of the order at a corresponding part of the quoted price. Quotations do not automatically apply to future orders.
- 3.5. The Agreement will be concluded in accordance with the agreed rate after the Client's written acceptance of the offer made by the Contractor. In the event that the Quotation is not confirmed by the Client in any way and the Contractor nevertheless proceeds to execute the Agreement with the Client's consent, the contents of the Quotation will be deemed to have been agreed between the Parties.
- 3.6. The Contractor shall have the right to engage third parties in the execution of the order.

### Rights and obligations of the Contractor

- 4.1. The Contractor will make every effort to perform the Agreement to the best of his knowledge and ability, in accordance with the requirements of good workmanship. The Contractor has his own responsibility and is therefore fully responsible for performing the Work. Within the scope of the Work, the Contractor is free to choose the manner in which this Work is performed. The Contractor cannot guarantee that the purpose or result intended by the Client with the Agreement will be achieved.
- 4.2. The Contractor and the Client will hold regular consultations during the execution of the Agreement about the state of affairs and the way in which the Agreement is being executed.
- 4.3. In the event that, during the acceptance and execution of the Agreement, facts or circumstances arise that (may) adversely affect the progress of the Agreement or the result thereof, the Contractor and the Client will inform each other of this as soon as possible.
- 4.4. In the event that the information necessary for the execution of the Agreement originating from the Client is not made available to the Contractor in good time or not in accordance with the arrangements, or in the event that the Client fails to fulfil its obligations in any other way, the Contractor will have the right to suspend the execution of the Agreement and to charge the Client for the costs incurred as a result in accordance with its usual rates.
- 4.5. If and to the extent required for the proper execution of the Agreement, the Contractor has the right to have certain Work performed by third parties in consultation with the Client.
- 4.6. The Contractor has the right to replace the consultant(s) or employee(s) it deploys. The Contractor will make every effort to deploy (a) replacement(s) of the same level in order to guarantee the continuity and quality of the Agreement as much as possible.
- 4.7. In the performance of the Agreement, the Contractor will not act contrary to the law, the Articles of Association, decisions of the bodies and other rules and regulations of the Client. The operation of this clause requires that the Client makes the Articles of Association, resolutions of the bodies and other rules and regulations of the Client available to the Contractor for this purpose.
- 4.8. Contractor shall inform Client at the first opportunity if, for any reason, the scheduled Work cannot be performed.

### 5. Rights and obligations of the Client

- 5.1. The Client shall ensure that:
  - a) the Contractor obtains timely possession of all useful and necessary information, documents and data that the Contractor requires for the performance of the Agreement;
  - b) all facts and circumstances relevant and necessary to the Agreement, including changes in the Client's policy and/or organization and changes in the Client's direct (market) environment, must be reported to the Contractor as soon as possible, so that the Contractor can take these into account in a

proper manner during the execution of the Agreement;

- c) the Contractor's employees involved in executing the Agreement are sufficiently available and deployable;
- d) the consultant(s) or employee(s) of the Contractor will, unless explicitly agreed otherwise, be provided on demand, free of charge, with their own workplace at the Client's premises, equipped with properly functioning telecommunications facilities (such as telephone, fax and Internet connection).

- 5.2. The Client will indemnify the Contractor against any claims from third parties (including consultants and employees of the Contractor) who suffer damage in connection with the execution of the Agreement as a result of the Client's acts or omissions or of unsafe situations in the Contractor's company or organization.

## 6. Adaptation of the (content of the) Agreement

- 6.1. If, in the context of the Agreement, circumstances arise that were not foreseen at the start of the Agreement, a solution will be sought in mutual consultation and in good harmony, including, for example, adjustment of the (content of the) initial assignment.
- 6.2. The Client acknowledges and accepts that adjustments to (the contents of) the Agreement (e.g. changes in scope, working method or approach) may affect the agreed planning. In the event that any adjustment of (the contents of) the Agreement is the result of requests or actions on the part of the Client or other circumstances that can be attributed to the Client, the Contractor will be entitled to charge the Client for any resulting additional work on the basis of its usual rates as an additional or separate Agreement.

## 7. Force Majeure

- 7.1. The Contractor is entitled to suspend the agreed Work if he is temporarily prevented from fulfilling his obligations due to Force Majeure. If fulfilment becomes permanently impossible, the Agreement may be dissolved for that part that has not yet been fulfilled.
- 7.2. The Party prevented from completing the Agreement by Force Majeure may, without any obligation to pay damages and without prejudice to its other rights, terminate this Agreement without judicial intervention.
- 7.3. The Party who anticipates that it will fail to perform due to Force Majeure shall promptly report such Force Majeure in writing to the other Party.
- 7.4. Client shall at all times, including in the event of Force Majeure, pay to Contractor the fees due under this Agreement for services already rendered.
- 7.5. If the Contractor has already fulfilled part of its obligations when the Force Majeure occurs, or can only partially fulfil its obligations, the Contractor is entitled to invoice the part already performed or the part that can be performed separately and the Client is obliged to pay this invoice - without any right to discount or settlement - as if it were a separate contract.

## 8. Confidentiality and secrecy

- 8.1. Both Parties shall ensure that all information received from the other Party which is known or should be known to be of a confidential nature shall remain secret, unless a legal obligation mandates disclosure of that information. The Party receiving confidential information shall use it only for the purpose for which it was provided. Information shall in any event be considered confidential if it is designated as such by one of the Parties. The Client shall not, without the Contractor's prior written consent, disclose to third parties the approach, working methods and Materials of the Contractor.
- 8.2. If, on the basis of a statutory provision or a judicial decision, the Contractor is obliged to disclose confidential information to third parties designated by law or by the competent court and the Contractor cannot invoke a right to privilege in this respect, the Contractor will not be obliged to pay compensation or indemnification and the

Principal will not be entitled to dissolve the assignment on the grounds of any damage resulting from this.

- 8.3. Client and Contractor shall impose their obligations under this article on any third parties to be engaged by them.

## 9. Duration and termination of the Agreement

- 9.1. The Agreement is entered into for the duration specified in the Quotation or order confirmation and will therefore end by operation of law when the Agreement is completed.
- 9.2. Client acknowledges that the duration and planning of the Agreement may be affected by a variety of unforeseen factors, including but not limited to the quality of the information provided by Client in the context of the Agreement and the (degree of) availability and deployment of Client's employees involved in the Agreement.
- 9.3. The Contractor will make every effort to execute the Agreement within the agreed planning. However, this planning and the (sub-)periods included therein can never be regarded as deadlines. Except in the case of intent or gross negligence on the part of the Contractor, exceeding the schedule and the (sub-)periods included therein will not entitle Client to terminate or rescind the Agreement either in full or in part, nor will it entitle the Client to compensation for any loss or damage suffered as a result.
- 9.4. Both Parties have the right to terminate the Agreement in the interim in writing, with a notice period of one (1) calendar month, if and insofar as one of them demonstrates that the execution of the originally agreed Agreement and any additional assignments becomes substantially difficult or impossible due to weighty reasons and completion of the Agreement cannot reasonably be required.
- 9.5. In the event of termination of the Agreement for whatever reason, the Client shall reimburse the Contractor for all Work performed by the Contractor under the Agreement up to that point in time and in full. All invoices already sent to the Client shall remain due in full and shall become immediately payable at the time of termination.
- 9.6. Each party shall be entitled to dissolve the order, in whole or in part, with immediate effect and without judicial intervention, if with respect to the other party (a) a petition for bankruptcy has been filed, (b) a moratorium has been applied for, (c) liquidation or cessation of the enterprise has taken place or (d) an attachment has been levied on a substantial part of the assets of the other party. In the event of dissolution, the Contractor shall never be obliged to refund any monies already received or to pay damages.
- 9.7. In the event of premature termination by the Contractor, the Client is entitled to assistance from the Contractor regarding the transfer of Work still to be performed to third parties. If the transfer of the Work involves extra costs for the Contractor, these will be charged to the Client.

## 10. Rates and Charges

- 10.1. Unless otherwise agreed in writing, the Work performed and services rendered by the Contractor will be charged to the Client on the basis of time spent and costs incurred. Unless otherwise agreed in writing, the Contractor will send an (advance) invoice once a month. In the case of delivery of products, an invoice will be sent upon or following delivery thereof.
- 10.2. The Contractor's rates and the cost estimates based thereon include all costs such as normal office costs and travel and accommodation costs. The costs of any foreign travel and large quantities of Materials (more than those agreed upon between the Parties) will be charged separately to the Client. The applicable price lists or quoted prices shall apply to products. The costs of third parties which the Contractor must incur for the purposes of the Agreement will be passed on to the Client against submission of the invoices.

- 10.3. Unless otherwise agreed in writing, Contractor shall have the right to annually adjust agreed prices to the inflation rate, by means of the consumer price inflation index (CPI) established by Statistics Netherlands (CBS). The Contractor shall not notify the Client in writing of this correction other than by mentioning it on the invoice. This inflation correction does not provide grounds to terminate the Agreement.
- 10.4. All prices and rates are exclusive of turnover tax (VAT) and other levies imposed by the government.

#### 11. Payment

- 11.1. The Client shall pay all invoices issued by the Contractor to the account number specified by the Contractor within 30 days of the invoice date.
- 11.2. The Client's right to set off his claims against the Contractor is explicitly excluded, unless the Contractor becomes insolvent. If the Client fails to pay the amounts due in time or in full, the Client shall be in default, without any reminder or notice of default being required, and shall owe statutory commercial interest on the outstanding amount. If the Client fails to pay the claim even after a reminder, the Contractor can pass on the claim for collection, in which case the Client is also obliged to pay all judicial and extrajudicial costs, including costs calculated by external experts in addition to the costs established in court, in addition to the total amount then owed.
- 11.3. The Contractor shall have the right, before fulfilling obligations on its part, to demand full payment and/or adequate security for the fulfilment by the Client if, in the opinion of the Contractor, it is likely that the Client will not (be able to) fulfil its obligations in time or in full.
- 11.4. If Client is in default or breach of contract in the (timely) performance of his obligations under the Agreement, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by Client. The extrajudicial costs are calculated on the basis of the liquidity rate of the Netherlands Bar Association.

#### 12. Processing of Personal Data

- 12.1. Insofar as Contractor processes Personal Data in the performance of the Agreement, this Personal Data shall be processed in a proper and careful manner, in accordance with the provisions of the Personal Data Protection Act and in accordance with the General Data Protection Regulation.
- 12.2. Contractor shall take technical and organizational measures to protect Personal Data against loss or any other form of unlawful Processing, taking into account the state of the art and the nature of the Processing.
- 12.3. Contractor shall inform Client within 4 working days of any request or complaint from the Supervisory Authority or Data Subject regarding Personal Data processed in the performance of the Agreement.
- 12.4. If requested, the Contractor shall cooperate with the Client when the Data Subject makes a request to exercise its rights such as, but not limited to, the right to inspect, correct, remove, object to the Processing of the Personal Data and a request for transferability of its own Personal Data.
- 12.5. Contractor shall inform Customer within 4 business days of any court order, subpoena, legal obligation or other requirement to share Personal Data with third parties.
- 12.6. Contractor shall inform Client about the discovery of a data breach within 24 hours after its discovery. Provider shall subsequently keep Client informed of new developments regarding the data breach and provide all relevant information in that regard.
- 12.7. Any costs incurred in resolving the data breach shall be borne by the person who incurred such costs, unless the data breach arose as a result of the Contractor's failure to comply with the Agreement. In that case, the costs shall be borne by the Contractor. In addition, the Client retains the option of pursuing other legal remedies. Communication with third parties regarding the data breach will always take place in consultation.

- 12.8. When the Agreement between the Contractor and the Client ends, the Contractor will destroy the Personal Data processed in the performance of the Agreement.

#### 13. Complaints

- 13.1. Complaints concerning the Work performed or concerning the invoice amount must be reported in writing by the Client to the Contractor within ten calendar days after completion of the Work, failing which any claim against the Contractor will lapse.
- 13.2. Complaints as referred to in the first paragraph shall not suspend the Client's payment obligations.
- 13.3. If and insofar as a complaint is upheld, the Client will have the choice between adjusting the fee charged or improving or redoing the rejected Work free of charge. If the subsequent performance of the Work has become demonstrably pointless, the Client is entitled to a proportional refund of the fee already paid by the Client.

#### 14. Liability

- 14.1. If the Contractor should be liable, such liability shall be limited to what is regulated in this provision. The limitations of Contractor's liability contained in this provision do not apply if the damage is due to intent or gross negligence of Contractor and/or subordinates of Contractor.
- 14.2. The Contractor shall not be liable for any loss or damage of any kind arising because the Contractor relied on inaccurate and/or incomplete data provided by or on behalf of the Client.
- 14.3. The Contractor shall only be liable for direct damage. The Contractor shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption. The Contractor shall not be liable for any material or immaterial damage - whether or not sustained by the Client or by third parties - resulting from Work performed for the Client, related to actions of, or failure to perform, or failure to perform on time or properly, the Contractor's obligation under this Agreement.
- 14.4. The aforementioned contractual liability of the Contractor and liability on any other account shall in all cases be limited to the amount the Contractor received from the Client for its Work under the Agreement. If the Agreement continues for more than six months, the aforementioned liability will be limited to an amount equal to the total amount the Contractor received from the Client in the context of the Agreement in the last six months before the damage occurred.
- 14.5. Contractor's liability for attributable failure in the fulfilment of an agreement shall only arise if the Client gives the Contractor immediate and proper notice of default in writing, specifying a reasonable period to remedy the failure, and the Contractor continues to fail imputably in the fulfilment of its obligations even after that period. The notice of default must contain as detailed a description of the breach as possible, enabling the Contractor to respond adequately.
- 14.6. A condition for the creation of any right to compensation is always that the Client reports the damage to the Contractor in writing as soon as possible after its occurrence. Any claim for damages against the Contractor shall lapse by the mere expiry of six (6) calendar months after the claim arose.
- 14.7. The Client will indemnify and compensate the Contractor for claims by third parties (including advisors and employees of the Contractor) who, in connection with the execution of the Agreement, suffer damage resulting from the Client's acts or omissions or from unsafe situations in the Client's company or organisation. This includes all third-party claims related to the present Agreement and all related financial consequences.
- 14.8. The Client is required to assist the Contractor both in and out of court if a claim is made against the Contractor on the grounds of the previous paragraph of this article and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures,

Contractor shall be entitled, without notice of default, to take such measures himself. All costs and losses incurred on the part of Contractor and third parties as a result shall be borne in full by the Client.

- 14.9. The Contractor is liable for the obligations in connection with this Agreement relating to the payment of contributions or wage tax under social insurance and tax legislation. The Contractor will indemnify the Client against any claims in this respect.

#### **15. Intellectual Property Rights.**

- 15.1. Unless the Contractor and the Client have expressly agreed otherwise in writing, the Contractor is and will remain the full and exclusive owner of the (intellectual) property rights (including but not limited to: copyrights, personality rights, design rights and database rights) vested in the Materials.
- 15.2. The items referred to in the previous paragraph may not be copied or exploited in whole or in part or brought to the notice of third parties other than for internal use at the Client's premises, nor shown, handed over or otherwise disclosed to third parties, nor used or made available by the Client other than for the purpose for which they were

provided by the Contractor, without the Contractor's written permission.

- 15.3. The Contractor also reserves the right to use the knowledge gained through the performance of the Work for other purposes, on the express condition that no confidential information is disclosed to third parties in the process.
- 15.4. Client shall indemnify Contractor against any infringement of intellectual property rights of third parties.

#### **16. Final Provisions**

- 16.1. If one or more of the provisions of these General Terms and Conditions are rejected by judicial intervention, the remaining provisions of these General Terms and Conditions shall continue to apply to the Agreement between Contractor and Client.
- 16.2. Dutch law shall apply to all disputes relating to and/or arising from the General Terms and Conditions and/or assignments or Agreements to which these General Terms and Conditions have been declared applicable.
- 16.3. In the event of disputes between the Client and the Contractor, the parties shall first attempt to settle the dispute amicably. All disputes that cannot be resolved amicably shall be submitted exclusively to the competent court of the Contractor's place of business.