

GENERAL TERMS AND CONDITIONS OF ALBATROSDIGITAL B.V.

version November 2024

1. Definitions

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

Agreement:	any agreement relating to the Services, of any kind, entered into between AlbatrosDigital and the Client, including any modifications or supplements thereto, and all acts, including legal acts, in preparation or execution of that agreement, including a License Agreement;
AlbatrosDigital:	the private limited company AlbatrosDigital B.V., having its registered office in The Hague and registered with the Dutch Chamber of Commerce under number 94146772;
Client:	any natural or legal person, acting in the course of their profession or business, with whom AlbatrosDigital enters into an Agreement regarding the Services, or with whom AlbatrosDigital negotiates the formation of an Agreement, or for whom AlbatrosDigital performs Services;
General Terms and Conditions:	these general terms and conditions of AlbatrosDigital;
License:	a limited-term, non-exclusive, non-transferable and non-sublicensable right to use the software developed by AlbatrosDigital under the License Agreement;
License Agreement:	the separate agreement entered into between AlbatrosDigital and the Client, under which AlbatrosDigital grants the Client a License regarding the software to be provided by AlbatrosDigital;
Parties:	AlbatrosDigital and the Client collectively;
Products:	the results generated by AlbatrosDigital's performance of the Agreement, including but not limited to, reports, designs, data, software, and other documents;
Proposal:	the offer and/or quotation issued by AlbatrosDigital to the Client regarding the Services to be performed by AlbatrosDigital;
Services	all services provided or to be provided by AlbatrosDigital to or on behalf of the Client, in the areas of consultancy, engineering, design, software, and related services, as well as provision of the License.

1.2 "Written" means documents signed by the Parties in writing or electronically, letters sent by post or courier, or emails.

2. Applicability

2.1 These General Terms and Conditions apply to every assignment given to, every Proposal, and every Agreement between AlbatrosDigital and the Client, as well as to all legal relationships arising therefrom, including those in the stage before an Agreement is finalized (even if the Agreement is ultimately not concluded), unless explicitly and in writing otherwise agreed by the Parties.

2.2 These General Terms and Conditions also apply to successive and future agreements between the Parties and/or Services provided by AlbatrosDigital, even if they are not explicitly referenced.

2.3 Any deviations from these General Terms and Conditions must be confirmed in writing by AlbatrosDigital. Such written confirmations do not entitle the Client to any rights for future agreements.

2.4 If any provision of these General Terms and Conditions or the Agreement is wholly or partially void, invalid and/or unenforceable, this does not prejudice the validity of the remaining provisions.

2.5 These General Terms and Conditions also apply to third parties engaged by AlbatrosDigital in the execution of the relevant Agreement and/or Services. They may invoke the applicability of these Terms and Conditions against the Client.

2.6 The applicability of the Client's general terms and conditions, and/or any reference to those by the Client, in whatever form or stage, is expressly rejected unless explicitly agreed otherwise in writing by AlbatrosDigital and the Client.

3. Proposal

3.1 Unless otherwise stated in the Proposal, any Proposal, regardless of form, is without obligation regarding the prices stated and delivery times, based on AlbatrosDigital's performance of the Agreement under normal conditions, and may be amended or revoked by AlbatrosDigital at any time.

3.2 Unless otherwise specified in the Proposal, the Proposal is valid for thirty (30) days from the date of the Proposal. The offer in the Proposal lapses if it is not accepted in full and without reservation within this acceptance period.

3.3 AlbatrosDigital cannot be held to a Proposal or any other offer if this Proposal or part thereof it contains an apparent error or misprint.

3.4 The prices stated in the Proposal are in euros and, unless otherwise stated, exclude VAT, government levies, travel and accommodation costs, and other

expenses.

3.5 The prices stated in the Proposal/Agreement are valid for the calendar year in which the Agreement is entered into. Should price-determining factors and/or other factors on which the prices are based change after the Agreement is entered into, AlbatrosDigital has the right to adjust the rates specified in the Agreement accordingly.

3.6 AlbatrosDigital expressly reserves the right to index the rates according to the inflation figures published by the Central Bureau of Statistics in the first month of each subsequent calendar year. The Client is obliged to pay the indexed rates thereafter.

4. Formation of the Agreement and Preliminary Work

4.1 An Agreement is entered into once the Client has confirmed the acceptance of the Proposal to AlbatrosDigital, or once AlbatrosDigital has confirmed in writing any acceptance that deviates from the Proposal by the Client. An Agreement is also entered into as soon as AlbatrosDigital, with the Client's consent, begins performing the Agreement.

4.2 If AlbatrosDigital, at the Client's request, needs to acquire specific knowledge in advance about the Client's field and/or specific issues before the Agreement is entered into, AlbatrosDigital is entitled to reasonable compensation for these efforts, even if an Agreement is ultimately not entered into.

5. Performance of the Agreement

5.1 AlbatrosDigital determines how the Services are to be performed unless explicitly agreed otherwise in writing. AlbatrosDigital performs the Services to the best of its knowledge and abilities, in accordance with the standards expected of a contractor performing its duties properly. The Agreement with the Client only results in a best-efforts obligation for AlbatrosDigital.

5.2 AlbatrosDigital always has the right to engage third parties as deemed necessary or desired to perform the Agreement.

5.3 The Client makes every effort to facilitate proper performance of the Services by providing all relevant information, requested and unrequested, as soon as possible.

5.4 If circumstances arise after the Agreement is entered into that AlbatrosDigital was not aware of at the time of the Agreement and which make it unreasonable for AlbatrosDigital to continue performance unchanged, AlbatrosDigital has the right to demand modification of the Agreement such that an economically viable performance remains reasonably possible.

5.5 The Client guarantees that the information and data provided by it are correct and complete. AlbatrosDigital is not liable for any damage caused (in part) by or resulting from the absence, untimeliness, inaccuracy, and/or incompleteness of information provided by the Client.

5.6 AlbatrosDigital is not obliged to verify information and/or documents received from the Client or from third parties through the Client. AlbatrosDigital relies on this information in performing the Agreement. The Client indemnifies AlbatrosDigital against claims by third parties arising from any inaccuracies as described in this article.

5.7 If AlbatrosDigital incurs additional costs due to the Client's failure to provide requested data, documents, or facilities properly or on time, these costs are borne by the Client.

5.8 AlbatrosDigital has the right to make the following adjustments in the Services:
a. changes in the Services themselves if required to comply with applicable legal regulations;
b. minor modifications to the Services that, in AlbatrosDigital's opinion, represent an improvement.

5.9 AlbatrosDigital's delivery times are estimates and, unless explicitly agreed otherwise in writing, are not strict deadlines. Exceeding these times does therefore not entitle the Client to compensation or (partial) dissolution of the Agreement. The delivery period commences when all details of the Services have been agreed upon and when AlbatrosDigital possesses all the necessary information. If an agreed-upon fatal delivery period is exceeded, the Client must first give AlbatrosDigital written notice of default.

6. Amendment of the Agreement and Services

6.1 Any modifications to the Agreement or to the nature and/or the scope of the Services result in additional work if they arise from:

- an explicit request from the Client;
- a change in the specifications or other assumptions on which the Agreement is based;
- the inaccuracy or incompleteness of the information provided by the Client;
- the inability to perform the Services under normal conditions and/or without interruption, through no fault of AlbatrosDigital.

6.2 AlbatrosDigital has the right to charge the Client for additional work on a cost-plus basis.

6.3 Additional work or other changes to the Agreement and/or Services may result in the original estimate delivery time not being met.

7. License

7.1 Based on a separate License Agreement between AlbatrosDigital and the Client, AlbatrosDigital grants the Client a License.

- 7.2 The Client may only use the software covered by the License Agreement for internal purposes within its own organization.
- 7.3 The Client is responsible for ensuring the availability of the necessary programs, equipment, etc., to access the software via the internet. Under no circumstances is AlbatrosDigital liable for any inability to use the software covered by the License Agreement due to circumstances for which the Client is responsible as mentioned above.
- 7.4 During normal working hours (9:00 AM to 5:00 PM (GMT +1)), AlbatrosDigital provides support to the Client's users of the software via email or telephone.
- 8. Force Majeure**
- 8.1 AlbatrosDigital is not liable for any failure to perform its obligations if such failure results from force majeure.
- 8.2 Force majeure within the meaning of these General Terms and Conditions applies if the fulfilment of AlbatrosDigital's obligations, or of obligations by third parties engaged by AlbatrosDigital, is prevented by circumstances beyond AlbatrosDigital's control. Such circumstances include, but are not limited to, strikes, employee illness, business interruptions, transportation disruptions, government measures that impede, delay, or render compliance with obligations impossible, weather conditions, natural disasters, terrorism, cybercrime, disruptions of digital infrastructure, fire, power outages, loss, theft, or destruction of tools or information, and any other failure or delay beyond AlbatrosDigital's or third parties' control.
- 8.3 AlbatrosDigital has the right to suspend its obligations if temporarily prevented by force majeure from fulfilling its obligations to the Client. If the force majeure event lasts longer than three (3) months, either Party may dissolve or terminate the Agreement in whole or in part without AlbatrosDigital incurring any liability for damages to the Client.
- 8.4 AlbatrosDigital may also invoke force majeure if the circumstances preventing (further) fulfilment, as described in Article 8.2, occur after AlbatrosDigital was already required to perform its obligations.
- 8.5 If AlbatrosDigital has already partially fulfilled its obligations when the force majeure event occurs, or if it can only partially fulfil its obligations, it may invoice the Client separately for the part delivered or deliverable, and the Client is obligated to pay this invoice.
- 9. Payment and Invoicing**
- 9.1 Payment are made within thirty (30) days of the invoice date in a manner specified by AlbatrosDigital, unless explicitly agreed otherwise.
- 9.2 AlbatrosDigital's invoices are deemed accepted and approved by the Client unless AlbatrosDigital receives written objections within five (5) working days of the invoice date.
- 9.3 Payments by the Client are made without suspension, deduction, or set-off, of any kind.
- 9.4 AlbatrosDigital reserves the right to invoice in parts and on an interim basis.
- 9.5 AlbatrosDigital may at any time require advance payment or additional security for the fulfilment of the Agreement by the Client before proceeding with (further) performance of the Agreement.
- 9.6 Upon expiration of the payment term, the Client is in default by operation of law and owes interest on the outstanding amount at a rate of one percent (1%) per month or part thereof, or the statutory commercial interest rate as referred to in Section 6:119a of the Dutch Civil Code if higher. This interest is due with respect to all monetary claims arising from the Agreement, including claims for extrajudicial collection costs.
- 9.7 If the Client defaults on one or more of its obligations, all costs incurred to obtain payment out of court are payable by the Client, with a minimum of €75. In the case of a monetary claim, the Client owes collection costs calculated as follows (principal amount including interest):
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|-----------------------------|----------|-----|
| over the first | € 3,000 | 15% |
| over the next amount up to: | € 6,000 | 10% |
| over the next amount up to: | € 15,000 | 8% |
| over the next amount up to: | € 60,000 | 5% |
| over the excess above: | € 60,000 | 3% |
- The actual extrajudicial costs are payable if they exceed the amounts calculated above.
- 10. Dissolution and Termination of the Agreement**
- 10.1 AlbatrosDigital may terminate the Agreement at any time with a notice period of at least one (1) month, unless agreed otherwise.
- 10.2 If the Client proceeds with early termination, it is obligated to compensate AlbatrosDigital for related damages, such as costs already incurred and the difference between AlbatrosDigital's invoiced amounts and the value of the actual hours worked. In such a case, AlbatrosDigital makes the results and insights obtained up to that point available to the Client without any liability for the Client's use of them.
- 10.3 If AlbatrosDigital initiates early termination, it is required, at the Client's request, to transfer its work (to a third party) and account for its work up to the termination date.
- 10.4 All claims against the Client are immediately due, and AlbatrosDigital may, without notice or warning, suspend its obligations in whole or in part, or terminate the Agreement with the Client in whole or in part with immediate effect, without prejudice to AlbatrosDigital's other rights, including its right to full compensation by the Client, and without the Client being entitled to any compensation or right of suspension if:
- the Client has filed for, requested, or obtained bankruptcy or suspension of payment, or has filed a declaration indicating preparation of an arrangement under Section 370 of the Dutch Bankruptcy Act, or if a court appoints a restructuring expert for the Client under Section 371 of the Act, or if the Client loses control over one or more of its assets or otherwise becomes unable to meet its obligations to creditors (including AlbatrosDigital);
 - there is a loss of legal personality, dissolution or indications of intent thereto, liquidation, actual liquidation of the Client, or the termination of the Client's business, or if the Client's business effectively ceases;
 - there is a "change of control" (within the meaning of the 2015 SER Merger Code) at the Client;
 - the Client undergoes a legal merger or demerger;
 - AlbatrosDigital has reasonable and concrete doubts regarding the Client's alleged financial soundness;
 - the Client, in AlbatrosDigital's opinion, proves to be, or may prove to be, negligent in fulfilling any obligation under any contract, including the Agreement, with AlbatrosDigital, or if AlbatrosDigital has well-founded reasons to believe the Client will default on any obligation under the Agreement;
 - there is an attachment, including a prejudgment or executory attachment, against the Client;
 - AlbatrosDigital requests (additional) security for compliance, and the Client fails to provide such security within seven (7) days of the request;
 - circumstances arise that make it impossible to fulfil the Agreement, or any other circumstances that render the Agreement unreasonable for AlbatrosDigital to maintain.
- 11. Liability, Indemnification and Limitation**
- 11.1 Except in cases of wilful misconduct or gross negligence, AlbatrosDigital is only liable for damage incurred by the Client that is the direct and exclusive result of an attributable failure by AlbatrosDigital.
- 11.2 In any event, AlbatrosDigital's total liability – whether cumulative or not – on any legal grounds whatsoever (including obligations to undo or reverse transactions) is limited to the amount covered under its liability insurance, or – if this insurance does not cover or pay out – to a maximum of the invoice value of the underlying Agreement during the preceding 12 months.
- 11.3 AlbatrosDigital is not liable for consequential damage, including, but not limited to: lost profits, damage to its image, losses due to business interruption, damage to goods other than those delivered by AlbatrosDigital, and personal injury. Furthermore, in this regard, the Client expressly waives the right to request the court to modify the consequences of the Agreement as referred to in Section 6:230(2) of the Dutch Civil Code.
- 11.4 AlbatrosDigital is not liable for damage caused by third parties engaged by AlbatrosDigital.
- 11.5 The Client indemnifies AlbatrosDigital against all damage, liabilities and costs arising from any failure by the Client or its agents to comply with the provisions of the Agreement, including these General Terms and Conditions.
- 11.6 If the Client does not initiate legal proceedings against AlbatrosDigital within one (1) year after becoming aware, or reasonably should have become aware, of AlbatrosDigital's liability, the Client's right to bring legal action against AlbatrosDigital for that liability lapses.
- 12. Intellectual Property**
- 12.1 All intellectual property rights on services and accompanying advice provided by AlbatrosDigital, as well as on reports, described methodologies, etc., remain the property of AlbatrosDigital or an affiliated party.
- 12.2 All advice and other documentation provided by AlbatrosDigital may be used and reproduced by the Client solely for internal use within its organization. Provided advice and other documentation must not be disclosed, reproduced, exploited, or shared with third parties without AlbatrosDigital's prior written consent.
- 13. Third-Party Products**
- 13.1 AlbatrosDigital accepts no liability for third-party products it provides or uses. If AlbatrosDigital is found liable, AlbatrosDigital's liability for such products is in any event limited to the extent to which the liability can be recovered from the third party or parties in question.
- 13.2 When AlbatrosDigital or the Client uses open-source software, the specific licensing terms of that open-source software apply exclusively.
- 14. Confidentiality, Statements and Notifications**
- 14.1 Unless required by law, the Parties are obligated to maintain strict confidentiality regarding all confidential information they obtain from each other in the context of the Agreement and the performance thereof.
- 14.2 The Parties impose their confidentiality obligations on employees and any third parties engaged by them.
- 14.3 Statements and notifications made by AlbatrosDigital on the Client's behalf in the context of performing the Agreement are the Client's sole responsibility and risk.
- 14.4 The Client indemnifies AlbatrosDigital against all claims by third parties based on the (in)accuracy and factual content of statements and notifications made by AlbatrosDigital on the Client's behalf in the context of performing the Agreement.
- 14.5 In the event of a breach by the Client of any obligation under this provision, the Client owes AlbatrosDigital an immediately payable penalty of €25,000 (in words: twenty-five thousand euros) at once, and a penalty of €1,000 (in words: one thousand euros) for each day, including parts of a day, the Client is in default, up

to a maximum of €100,000 (in words: one hundred thousand euros).

15. Employment Non-Solicitation

15.1 The Client is prohibited, unless agreed otherwise in writing between the Parties, from employing, hiring, or otherwise contracting AlbatrosDigital employees during the term of the Agreement and for a period of twelve (12) months following the termination of the Agreement, under penalty of an immediately payable penalty of €25,000 (in words: twenty-five thousand euros) and €1,000 (in words: one thousand euros) for each day, including parts of a day, the Client is in default, up to a maximum of €100,000 (in words: one hundred thousand euros).

16. Transfer of Rights and/or Obligations

16.1 The Client is not allowed to transfer or pledge any rights or obligations arising from the Agreement without AlbatrosDigital's written consent. This provision has effect under property law.

17. Amendment of the General Terms and Conditions

17.1 AlbatrosDigital is authorized to amend these General Terms and Conditions. These amendments take effect at the announced time unless the Client objects in writing to the amended General Terms and Conditions or the applicability thereof within five (5) working days.

18. Governing Law and Jurisdiction

18.1 The Proposal, Agreement, Services, and all contractual and non-contractual obligations arising from or related to them are governed by Dutch law, excluding the provisions of international treaties, including the United Nations Convention on Contracts for the International Sale of Goods (CISG), to the extent that they are not mandatory law. The application of Dutch conflicts of law (private international law) is excluded, under which the law of another jurisdiction may be applicable.

18.2 The court in The Hague (Netherlands) has exclusive jurisdiction to hear disputes arising from these General Terms and Conditions and/or in connection with the legal relationships in the Proposal, the Agreement, and related agreements.

19. Language of the General Terms and Conditions

19.1 These General Terms and Conditions may be drawn up in multiple languages. In case of discrepancies between the language versions, the Dutch text is binding.

Filed with the Chamber of Commerce on 94146772.