

## General Terms and Conditions – Zanders Solutions B.V.

Version: 23 February 2023

These General Terms and Conditions (“GTC”) apply to the provision of all services (“the Services”) by Zanders Solutions B.V. with its registered address at Stadsplateau 33, 3521 AZ Utrecht, The Netherlands (“Zanders Solutions, we or us”).

### Definitions:

**You or Customer:** the legal or natural person entering into an agreement with Zanders Solutions;

**Fees:** means the fees payable by you to Zanders Solutions for the provision of the Services and Supplies;

**Confidential Information:** means any information disclosed by a party that is designated as confidential in writing or would appear to a reasonable person to be confidential and that relates to a party’s business, including its financial information, products, procedures, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and/or Zanders Solutions, system integrator, all Zanders Solutions Data and any information derived from it;

**Consultants:** employees, temporary workers, contractors or self-employed persons who work for or on behalf Zanders Solutions;

**Deliverable:** means all items produced and/or delivered as an output or result of the Services and/or as a result of a service under an Agreement (including, without limitation, systems, reports, user manuals, operating procedures, studies, reports, drawings, specifications, Tools, programming tools, Software, software implementation, etc.);

**Force Majeure Event:** any event beyond the control of a party, i.e. material breach of suppliers, failure by suppliers to properly fulfil obligations that hinder proper execution of the Agreement, pandemics, government measures, power cuts, breakdowns in internet connection or computer network or telecommunication facilities, (civil) war, general transport problems, loss of data and documents, DDOS attacks and terrorism, strike, lockout by third parties or industrial action, fire, flood, riot or terrorism beyond the control of the affected party and by reasonably prudent persons or companies offering or operating a business of a similar size and scope to the affected party, cannot be foreseen or avoided;

**Intellectual property rights:** a) patents, utility models, designs, copyrights (including software rights), database rights, semiconductor topography rights, trademarks, company trademarks, trade secrets, know-how and all other intellectual and/or industrial property rights; (b) any registration or application for registration of any of the goods referred to in (a);

**Party(s):** you and/or us, as the case may be;

**Personal data:** personal data within the meaning of Article 4(1 sub a) of the General Data Protection Regulation;

**Pre-Existing Material:** any intellectual property rights that were owned by a party prior to the effective date of the Agreement or otherwise fall outside the scope of the Agreement;

**Services:** means the services, functions, responsibilities, Software and results to be provided to the Customer under the Agreement;

**Software:** the programs and other operating information used by a computer and sold or developed by Zanders Solutions, including but not limited to a SaaS services, applications, designs, services, concepts and corresponding documentation;

**Tool:** a tool that is able to generate a specific outcome based on Customer data input, i.e. regarding transfer pricing or non-maturing modelling.

**Working Day:** a day on which banks are open for business in the Netherlands.

### **Article 1: Applicability of our GTC**

- 1.1 The GTC apply to any written or oral agreement between us and you (“the Agreement”) and to any further cooperation between us thereafter.
- 1.2 The GTC also apply if we have started to perform the Services at your request without a written agreement being in place.
- 1.3 Conflicting conditions shall only apply if we have expressly agreed to them in writing.
- 1.4 In the event of any inconsistency between the GTC and the provisions of the Agreement, the provisions of the Agreement shall prevail.

### **Article 2: How you can help us with the best possible execution of the Agreement**

- 2.1 You are kindly requested to provide us with all the information necessary for the proper execution of the Agreement, including the conditions of agreements between you and third-parties that may reasonably affect the performance, or use of the Services. These must be correct and complete.
- 2.2 If you allow third-parties to use our Services or Deliverables in a contractually permitted way, you are required to contractually impose clauses articles 6 and 8 herein upon such third-parties.

- 2.3 If we provide the Services at your business premises, you shall provide office space and necessary work equipment (e.g. adequate IT infrastructure, telephony, good coffee, etc.) that are reasonably necessary for the proper execution of the contract.
- 2.4 If we have been commissioned to carry out Services and Consultants perform work at your premises, this shall be under your responsibility regarding health & safety.

**Article 3: What you can expect from us**

- 3.1 We will provide the Services in compliance with applicable professional rules and all applicable laws and regulations.
- 3.2 Deadlines for the Services or Deliverables are indicative, unless we have expressly agreed otherwise.
- 3.3 We may, upon reasonable notice, replace a Consultant who provides the Services. Obviously we will take your reasonable interests into account prior to doing so and we will pre-discuss such envisaged replacement, as well as the costs thereof (if any).
- 3.4 Zanders Solutions may at any time provide separate parts of the Services and/or Deliverables itself or have them provided by third parties.
- 3.5 We will make reasonable efforts to achieve the Deliverables/ Services/ execution of the Agreement (“inspanningsverplichting”).

**Article 4: What we may ask for**

- 4.1 We will charge Fees for the provision of the Services. Fees are exclusive of VAT, other taxes and duties as well as expenses. If no Fees have been agreed upon, we may reasonably determine appropriate Fees. In addition, reasonable expenses shall be reimbursed. We will obtain your prior written approval for additional expenses exceeding EUR 500,-- per single spend.
- 4.2 Our Software licenses are invoiced annually and upfront, unless expressly stated otherwise. For consultancy Services, we will issue a monthly invoice. You are required to pay the invoices within 30 days of the invoice date without any deductions and plus statutory value added tax. In the event of late or incomplete payment of undisputed invoices, Zanders Solutions may demand interest at the statutory interest rate for commercial transactions (“wettelijke handelsrente”) as well as full reimbursement of all judicial and extrajudicial collection costs.
- 4.3 If you do not object to the invoice within a 30-day payment period, you will be deemed to have agreed to the amount invoiced.

- 4.4 In the event of several clients, the parties involved shall be jointly and severally liable for the remuneration and all other amounts owed under the Agreement.
- 4.5 Neither Party may set-off any amounts.
- 4.6 The Fees are subject to indexation once per calendar year in accordance with the HICP Netherlands over October of the previous calendar year, giving one (1) month’s prior written notice for ongoing projects/ Services that are in operation. If the HICP Netherlands is no longer published, Zanders Solutions will propose a similar alternative inflation index to Client, for which the Client will not unreasonably withhold its approval. Furthermore, we may change our pricing with immediate effect in case third-party suppliers substantially change the rates they charge us. In such case we will show evidence of such change upon your first written request. If Zanders Solutions elect to implement an indexation or price increase that is higher than the aforesaid, you may terminate the Agreement with immediate effect. Fees for newly agreed Services are always at Zanders Solutions’ sole discretion.

**Article 5: How an Agreement can be terminated**

- 5.1 A Software license may be terminated in writing by either party with at least one (1) months’ notice prior to the end date. If no such notice is not given, the Agreement shall be tacitly renewed for one (1) year at the then standard Fee.
- 5.2 Either Party may furthermore terminate an Agreement with immediate effect:
  - In case of a material breach of contract (“toerekenbare tekortkoming”) by the other party, however only after having been given a remedy period of at least ten (10) Working Days, unless such remedy is not possible, in which case immediate termination is allowed;
  - if the other Party becomes insolvent, i.e. if:
    - (i) that Party concerned enters or threatens to enter into insolvency proceedings or is threatened with such proceedings;
    - (ii) that Party is wound up or has been wound up, either by court order or voluntarily;
    - (iii) a bankruptcy petition has been filed in respect of that Party, has been rejected for lack of assets, or that Party has been declared insolvent;
    - (iv) that Party has submitted a voluntary application for the opening of insolvency proceedings or is the subject of proceedings for the provisional protection of creditors or with a view to the transfer of part or all of its assets, or has entered into a

composition with one or more of its creditors in order to protect their assets;

or

(v) a provisional administrator, a court-appointed business mediator or a similar agent has been appointed for all or part of the assets or management of that Party.

- if the control over the other Party changes

(13) which materially and/or adversely affect the provision of the Services and/or result in the other Party being controlled by a competitor of the other Party, to which the other Party has not given its prior written consent, which may not be unreasonably refused, and/or

(ii) which results in the other Party being controlled by an entity that reasonably deems the other Party to be insufficiently creditworthy and/or financially stable;

- if a force majeure event prevents the other party from fulfilling its obligations under these GTC for more than fifteen (15) Working Days.

#### Article 6: Intellectual property rights

- 6.1 Each party (and/or its licensors) retains all rights (ownership) to its intellectual property existing at the time of entering into the Agreement (hereinafter "Pre-Existing Material"). The pre-existing material of a party also includes all changes and extensions thereto, with the exception of such changes or extensions which are created as Deliverables and in respect of which a transfer of rights of use and exploitation has been expressly agreed.
- 6.2 The parties may use the other party's intellectual property rights in the other party's company logos and trademarks only with their prior written consent, and only if the use is in accordance with the Agreement and in any case in accordance with applicable (legal) rules and guidelines.
- 6.3 During the term of our Agreement, Zanders Solutions grant you a worldwide, non-exclusive, non-transferable, non-sublicensable and royalty-free license to use the Services provided by you as agreed and your Pre-Existing Material solely for the purpose of providing the Services. The Pre-Existing Material may not be edited, decompiled, disassembled or transferred back. Copyright notices may not be removed.
- 6.5 6.4 Zanders Solutions, subject to full payment of the remuneration and other amounts owed under the Agreement, transfers to the Customer custom made Intellectual property rights to Deliverables individually

created for the Customer, save where this applies to customization of Software.

- 6.6 The right to use any Pre-Existing Material of third-parties is based on their conditions.
- 6.7 Upon request, Zanders Solutions supports you in enforcing the rights of use and exploitation granted herein. Reasonable costs associated with this shall be reimbursed by you.
- 6.8 Zanders Solutions warrants to the best of its knowledge and belief that we will not infringe any intellectual property rights of any third party by using or owning the services provided by Zanders Solutions. Subject to the limitations set out in Article 7, we will indemnify, defend and hold you harmless from and against any proven damages you may incur as a result of or in connection with the infringement of third party intellectual property rights by our Services and/or Deliverables. You are obliged to inform us immediately of any claim by third parties and to provide us with appropriate support in legal defence, which we will handle on your behalf.

#### Article 7: Limitations of liability

- 7.1 Zanders Solutions shall only be liable for material breach ("*toerekenbare tekortkoming*").
- 7.2 Each party's liability is limited to foreseeable, direct damages ("*geleden verlies*"). Any other liability, whether contractually or in tort ("*onrechtmatige daad*"), is excluded.
- 7.3 The aggregate liability per claim of each Party, whether in agreement or tort, shall not exceed the following:
- The amount equal to the total amount of Fees paid by you in the last six (6) months prior to the occurrence of the damage or the projected fees over six (6) months if the Agreement has not been in effect for six (6) months,
- or
- the amount paid out by the Party's liability insurance,
- whichever amount is higher.
- 7.4 Zanders Solutions shall not be liable for any damages, losses or costs, etc., incurred by the Customer through the use of electronic means of communication, including but not limited to damages caused by non-delivery or delay, interception or manipulation by third parties or by software/devices used for transmission, reception or execution, transmission of viruses and malfunction or non-functioning of the telecommunications network or other electronic communication equipment arise.

- 7.5 Your right to take legal action against Zanders Solutions lapses twelve (12) months after the occurrence and knowledge of the event causing the damage. This does not apply in the event of intent or gross negligence on our part.
- 7.6 If we supply equipment, tools, software or services of third-parties to you as part of the Services, and these terms and conditions are more restrictive than the GTC, these third-party terms and conditions will apply instead. These terms and conditions will be sent to you upon your first written request.

**Article 8: Confidentiality**

- 8.1 Any Party receiving Confidential Information from the other Party shall be obligated to keep such information confidential and (i) to use the Disclosing Party's Confidential Information solely for the performance of its obligations under this Agreement; (ii) keep the Disclosing Party's Confidential Information secure and apply no lesser security measures or degree of care to protect the Disclosing Party's Confidential Information than the receiving Party uses for its own Confidential Information; and (iii) not to disclose the Disclosing Party's Confidential Information to any third party unless there is a binding court order or the prior written consent of the Disclosing Party.

**Article 9: Data protection**

- 9.1 You will only provide us with such personal data as is necessary for the performance of the Agreement.
- 9.2 By providing us with personal data, you confirm that both the provision of such personal data and your instruction or request to us to process this personal data comply with the GDPR and your internal privacy policy. We shall also comply with applicable data protection legislation.
- 9.3 You will comply with all the requirements of the GDPR, including the obligation to inform data subjects about the provision of their personal data to us and their processing by us in accordance with applicable law.
- 9.4 Where required we shall agree to a data processing agreement.

**Article 10: Force Majeure**

- 10.1 Neither party shall be liable for any delay or failure to perform its obligations under the Agreement to the extent that such delay or non-performance is due to a Force Majeure Event, provided that the affected party: (i) immediately informs the other party in writing of the cause of the delay or non-performance and the expected duration of the delay or non-performance; and (ii) reasonably informs the other party in writing of the cause of the delay or non-performance; and (ii)

reasonably informs itself in a reasonable manner. A party endeavor to limit the impact of such delay or non-performance on the other party.

- 10.2 The fulfilment of the obligations of the party concerned, insofar as it is affected by the Force Majeure Event, may be suspended for the period during which the Force Majeure Event continues.

**Article 11: Miscellaneous**

- 11.1 During the term of the Agreement concluded between the Parties, and during the twelve (12) months following its termination, neither Party shall offer paid work each other's Employees, without the other Party's express prior written consent.
- 11.2 Neither party shall be entitled to assign, replace or otherwise transfer to a third party their rights or obligations under this Agreement without the prior written consent of the other party.
- 11.3 Amendments to the Agreement shall only be binding on the parties if they have been recorded in writing, designated as an amendment to the Agreement and signed by authorised representatives of each party.
- 11.4 The rights of each party can only be given up in writing and expressly. The late exercise or non-exercise of such a right shall not constitute a waiver of such right.
- 11.5 Should any provision of this Agreement be or become unlawful, invalid or unenforceable, (i) this shall not affect the legality, validity or enforceability of any provision of such provisions; and (ii) the parties will make reasonable efforts to negotiate in good faith to replace such provision with a lawful, valid and enforceable provision, which achieves, as far as possible, the same effect as would have been achieved by the unlawful, invalid or unenforceable provision and which differs as little as possible from the replaced provision. The same applies in the event of absence of a clause that covers a situation that has arisen between the parties.
- 11.6 Clauses which, by their nature, are expressly or implicitly intended to take effect beyond the term of the Agreement shall survive the duration of the Agreement.
- 11.7 We may unilaterally amend the GTC at any time with a notice period of one (1) month in writing. If you do not agree with the announced change, you may terminate the Agreement in writing within one (1) month of the notice. If no termination is made, this shall be deemed to be acceptance of the amended GTC.
- 11.8 An Agreement with you does not create a partnership or other corporate relationship. Neither party shall have the authority or right to bind, contract on behalf

of, or create liability for the other party in any way or for any purpose, except as set forth herein.

conjunction with the hardware and software used by you.

**Article 12: Choice of law**

- 12.1 Dutch law shall apply exclusively to all (contractual) relationships between Zanders Solutions and you. If you are based outside the Netherlands, all disputes arising out of or in connection with the Agreement/commercial relationship will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters (“Netherlands Commercial Court” or “NCC District Court”), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC’s Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal’s Chamber for International Commercial Matters (“Netherlands Commercial Court of Appeal” or “NCCA”). The NCC Rules of Procedure apply.
- 12.2 Alternatively, if you are based in the Netherlands any disputes will be brought before the competent court in Midden-Nederland (Utrecht, the Netherlands) and such proceedings shall be conducted in Dutch.

**Article 13: Service Levels**

- 13.1 The conditions under which interruptions of the Services or defects constitute an Material Breach (“toerekenbare tekortkoming”) are outlined in the SLA between us.
- 13.2 If our Services relate to the supply and/or modification of Software, we will deliver the Software in a test environment. You are required to assess the Software within ten (10) Working Days in this test environment to determine whether the Software has been delivered in accordance with the Agreement. Such Software will be deemed to have been accepted thereafter. Zanders Solutions shall not be held liable for defects that were not detected during such tests.
- 13.3 If you start using the Software or Tool, prior to its acceptance, the date when such use starts will count as the date of acceptance.
- 13.4 Defects in Software or Tools that materialize within fifteen (15) Working Days after the date of acceptance will be repaired by us free of charge. This will be your sole remedy thereto.
- 13.5 If Zanders Solutions issue advice, prepare designs, provide assistance or perform Services relating to Software or Tools, or makes Software or Tools available, we shall not be liable for any shortcoming in respect of the operation of the Software of Tools in