

GENERAL TERMS OF PURCHASE FOR PRODUCTS AND SERVICES

Version November 2024

1. DEFINITIONS

1.1. The capitalized terms have the following meanings:

- (a) **Affiliate** means any entity controlling, controlled by or under common control with a Party, whereby control means the ownership (directly or indirectly) of more than 50% (fifty percent) of the issued share capital of the entity in question.
- (b) **Agreement** means the agreement between Customer and Supplier, including its appendices, that is entered into as set forth in clause 2.
- (c) **Charges** means the amounts payable to Supplier for the provision of the Products or Services and Deliverables under the Agreement, as set forth in the Order.
- (d) **Confidential Information** means any information of a confidential or proprietary nature, whether of commercial, financial or technical nature, and irrespective of whether such information is marked or identified as confidential or not; including but not limited to information regarding the business, products, customers, suppliers or pricing of a Party hereto (including proposed or anticipated products, customers, suppliers or pricing), business secrets, data (including personal data), records, plans, reports, know-how, experience, drawings, designs, circuit diagrams, flow charts, computer programs and all other information which relates to any Party, project, application or matter contemplated by the Agreement and which might reasonably be of commercial interest to either Party.
- (e) **Customer** means the legal entity of the Kinly group that receives an offer from Supplier, places an Order with Supplier, enters into an Agreement with Supplier, or enters into any other legal relationship with Supplier.
- (f) **Deliverable** means any product, good, material, software, work product, or other deliverable that Supplier creates and/or provides to Customer, or is obligated to create or provide to Customer, through the performance of Services. For clarity, the term Deliverable excludes Products.
- (g) **Force Majeure Event** means any event(s) or circumstance(s), or any combination thereof, which are beyond the reasonable control of and not otherwise attributable to the affected party, taking into account (i) the nature of the affected party's business, (ii) Good Industry Practice, and (iii) the affected party's obligations under the Agreement. Strikes, labour stoppage, or other failures to perform on the part of employees, (sub)contractors or suppliers of Supplier do not qualify as a Force Majeure Event.
- (h) **Good Industry Practice** means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the

same type of undertaking under the same or similar circumstances.

- (i) **Intellectual Property Rights** means all intellectual property rights, including copyrights, patents, utility models, trademarks, service marks, design rights, database rights, proprietary information rights, know-how and all other intellectual or industrial proprietary rights as may or may hereinafter exist anywhere in the world (whether or not any of the foregoing have been registered and including any applications rights for registration of the foregoing).
- (j) **Order** means the purchase order(s) under the Agreement placed by electronic or paper means.
- (k) **Parties** means, as to the Agreement, Customer and Supplier, and **Party** means either of them individually.
- (l) **Product** means a product or good purchased by Customer from Supplier under an Order. For clarity, the term Product excludes Services.
- (m) **Services** means all services rendered or to be rendered and activities and tasks performed or to be performed by or on behalf of Supplier to Customer under the Agreement. For clarity, the term **Services** shall include (i) any services, activities and tasks that are of a nature and type that would ordinarily be performed by suppliers performing services similar to the services provided under the Agreement and/or that are generally considered to be part thereof, and (ii) all activities that are reasonably necessary for the proper performance and provision of the services under the Agreement.
- (n) **Supplier** means the person or the legal entity that makes an offer to Customer, receives an Order from Customer, that enters into an Agreement with Customer or enters into any other legal relationship with Customer.

2. FORMATION OF THE AGREEMENT

- 2.1. These General Terms of Purchase apply to any Agreement, offer made by Supplier, Order placed by Customer and all other legal relationships between Customer and Supplier connected with the performance of Services and delivery of Products and Deliverables by Supplier. Unless explicitly agreed otherwise in the Order, these General Terms of Purchase shall take precedence over any other communication, offer, or agreement (oral or in writing) between the Parties relating to the subject matter hereof.
- 2.2. An offer, price quotation or other proposal issued by Supplier shall be irrevocable and valid for a minimum of 90 days. The costs incurred in issuing an offer, price quotation or other proposal shall be for the account of Supplier.
- 2.3. An Agreement shall be concluded when the offer by Supplier is accepted by Customer by sending an Order to Supplier or by an agreement signed by both Parties.
- 2.4. If Supplier performs a service or delivers a product (or makes preparations to that end) before an Agreement

has been concluded, this shall be for Supplier's own account and risk.

2.5. For the purposes of each Agreement, only the Customer which executed the Agreement will incur any obligation or liability to Supplier under that Agreement.

2.6. It is explicitly agreed that the general terms and conditions of Supplier shall not apply and are expressly rejected.

3. PERFORMANCE OF SERVICES

3.1. Supplier will perform the Services described in the Order and/or Agreement. Supplier will complete the Services and deliver the Deliverables on the relevant date(s) specified therein and shall adhere to any time schedule, milestones, service levels and KPIs specified therein. If the Order and/or Agreement does not specify completion or delivery date(s), Supplier will complete the Services in a timely manner. All agreed completion delivery and/or performance dates shall constitute fatal terms, failure to meet these dates shall constitute a material breach that is incapable of being remedied.

3.2. Supplier shall perform the Services in accordance with the service levels and KPI's set forth in the Order. Unless explicitly agreed otherwise in the Order, the measurement period for the service levels is a month. In the event Supplier does not meet one or more of the relevant service levels or KPI's in a certain period, Supplier shall pay to Customer the service level credits determined on the basis of the service level credit methodology included in the Order. Payment of service level credits is all without prejudice to Customer's other rights, including its right to claim performance and/or compensation of damages

3.3. Supplier shall inform Customer promptly of any circumstances which may cause any delay in relation to the Services, specifying the reasons of any delay and expected duration, as well as any proposed measures to reduce the delay as much as possible.

4. DELIVERY OF PRODUCTS

4.1. Unless specifically agreed otherwise in writing, Supplier shall deliver the Products DDP (Incoterms 2010) at the named place of delivery indicated on the Order. Supplier will ship the Products only via carriers qualified to generally accepted international standards for shipment of similar goods. Supplier will handle, pack, mark and ship the Products in accordance with Good Industry Practice for similar goods and will use the packing and labelling specifications that Customer requires. Supplier will mark the Products and packaging with the country of origin as required by applicable law and will provide a certificate of origin and any other documents required for customs clearance and/or tax purposes. Supplier shall furthermore include such additional information as is necessary to assure correct payment, accountability and traceability to a particular invoice.

4.2. All agreed delivery times for Products shall be considered strict and fatal terms, breach of which will cause Supplier to be in default without prior notice of

default being required. If Supplier has knowledge that it may fail or threaten to fail to deliver Products on the agreed delivery date, Supplier shall promptly notify Customer of such (threatened) delay, stating the reasons for delay, and providing a new projected delivery date. Customer shall have absolute discretion to accept or reject such new projected date and cancel the Order.

4.3. Customer may cancel, in whole or in part, an accepted Order without liability to Supplier upon written notice to Supplier; provided, however, that Customer has notified Supplier thereof ultimately 14 days prior to the scheduled delivery date. If delivery of any Order is delayed more than 3 days beyond the delivery date, Customer may cancel the Order by notice to Supplier, without liability.

4.4. Ownership of the Products shall pass to Customer at the same time the risk transfers to Customer in accordance with the applicable Incoterm. Risk of loss of Products shall pass to Customer in accordance with the applicable Incoterm. Unless otherwise agreed in writing, Supplier bears the risk of damage to or loss of the Products until such time as they have been delivered in accordance with the terms hereof. If installation or assembly by Supplier has been agreed, the risk remains with Supplier until the installed or assembled Products have been accepted by Customer in accordance with the terms hereof, or until the Products have been put into production by or on behalf of Customer. Supplier has no right of retention or right of suspension in relation to the Products.

5. ACCEPTANCE

5.1. Each Product and Deliverable and the implementation of a Service is subject to acceptance by Customer. After correct delivery and, where applicable, installation of the Product(s) or completion of Deliverable(s) or implementation of the Service(s), an acceptance period of 45 business days shall commence, in which Customer may carry out any tests reasonably required to establish whether or not the Service, Product or the Deliverable complies with the Agreement and/or any other agreed specifications.

5.2. Acceptance of Products and Deliverables can be demonstrated by the issue of a written acceptance statement by Customer. Acceptance of Services is deemed to have taken place when Customer has declared its approval of the Services.

5.3. If Customer notifies Supplier that it does not accept the Product or Deliverable or (implementation of) the Service, Customer may request Supplier to investigate and, to the extent the non-compliance is capable of remedy, correct such non-compliance at Supplier's expense, within 5 business days of Customer's notification, after which Supplier shall again deliver the corrected, completed or modified Products or Deliverable to Customer. Customer shall then repeat the acceptance tests.

5.4. Acceptance or non-acceptance of any Products or Deliverable (including any software) shall not affect any

rights of Customer (whether arising under the Agreement or otherwise) other than the right of Customer to reject such Products or Deliverables, nor will it release Supplier from any obligation, guarantee or liability pursuant to the Agreement. Payment by Customer of any Charges or other compensation to Supplier or the use of the Products or Deliverables by Customer prior to acceptance, shall not in itself constitute Customer's acceptance of such Products or Deliverables.

6. WARRANTIES

- 6.1. Supplier represents and warrants that the Services will be provided (i) in accordance with Good Industry Practice; (ii) in accordance with the agreed upon specifications; (iii) in accordance with all laws and regulations applicable to the Services or to Supplier's obligations under the Agreement; and (iv) without infringing upon any Intellectual Property Rights.
- 6.2. Supplier represents and warrants that each Product and Deliverable will: (i) be of good quality and free from any material inaccuracy or defect in design, materials and/or workmanship; (ii) comply with the agreed upon specifications; (iii) not infringe upon any Intellectual Property Rights and (iv) be in compliance with all applicable mandatory laws, regulations, certification requirements and agreed standards. In addition, Supplier shall grant to Customer at least the same level of warranties as provided by the manufacturer of the Products to Supplier.
- 6.3. Subject to clause 6.4, if Supplier has breached any of the warranties set forth herein, Supplier shall at its own expense, use its best endeavors to remedy such breach (to the extent such breach is capable of remedy) as soon as reasonably practicable, but in any event, within 30 days after receiving notice from Customer or such other period as Parties may agree to in writing. This obligation to remedy shall be without prejudice to Customer's remedies under the Agreement or applicable law.
- 6.4. If Products do not comply with any of the Product warranties set forth herein, Customer may elect to have the Products (a) returned to Supplier for repair or replacement; (b) repaired or replaced at Customer's or Customer's customer premises by Supplier or by a third party at Supplier's expense; or (c) returned to Supplier at Supplier's costs and expense in exchange for a full refund of the price paid under the Order.

7. PRICING AND INVOICING

- 7.1. The Charges shall be specified in the Order and/or Agreement and shall be inclusive of any costs and expenses incurred by Supplier in supplying the Products or Services to Customer and performing its obligations under the Agreement, including any shipping costs, freight charges, insurance charges, packaging costs, export- and import duties and possible licensing fees for any Intellectual Property Rights that rest on or are connected to (the use of) the Products and/or Deliverables, but are exclusive of any value added taxes that may be applicable and any pre-

approved expenses. In case any Customer Affiliate receives more beneficial conditions (including pricing) from Supplier or a Supplier Affiliate than those set out in the Order and Agreement, such conditions shall be applied by Supplier to the Order and Agreement.

- 7.2. Customer shall only be obligated to pay any amount to Supplier upon receipt of an invoice for accepted Services, Products and Deliverables, that meet all requirements under applicable law and Customer's instructions, and that was received by Customer not later than 90 days after the date the Products or Deliverables were delivered or the Services were rendered.
- 7.3. Unless explicitly agreed otherwise in the Order, Customer shall make payments for accepted Products or Services and Deliverables within 45 days of receipt by Customer of a complete and accurate invoice issued by Supplier.
- 7.4. In case Customer is located in the Netherlands and if the Charges relate to activities of temporary or seconded workers by Supplier for the provision of the Services, Customer shall have the right to pay a percentage of the Charges (not to exceed 20%) to the (blocked) G-account of Supplier destined for wage taxes and social security charges. At Customer's first request, Supplier shall provide information about its G- account to Customer.
- 7.5. In the event that an undisputed invoice is not paid within the applicable due date, Supplier shall send Customer a notice. After a period of 14 days has lapsed after such notice and dispute resolution conversations have not started, interest shall start to accrue on the outstanding undisputed invoice amount at a rate of 2% (two percent) per annum, calculated from the date of such notice.
- 7.6. Hourly rates or other Charges may not be increased by Supplier without Customer's prior written consent. Supplier bears the financial risk for the circumstances that arise or become apparent after entry into the Agreement that cause an increase of the costs, even if these circumstances are not attributable to Supplier or Supplier had no obligation to take the likelihood of such circumstances into account.

8. PERSONNEL

- 8.1. Supplier shall ascertain that it, at all times during the performance of its Services, has qualified, experienced and competent personnel available as needed to perform the Services in accordance with the agreed upon standards.
- 8.2. Supplier will ensure that all personnel involved in the provision of the Services will (a) hold, at all times, any permits or licenses required to perform the Services and provide the Deliverables, and (b) be appropriately screened for fitness.
- 8.3. Supplier shall ensure that each member of the personnel involved in the Services devotes a sufficient amount of time and effort to the performance of the Services. Supplier will select and supervise the performance of the personnel who will perform Services or provide Deliverables under this Agreement or any Order, and may reassign personnel as necessary; provided, however, that if Supplier reassigns any of the personnel before completion of the Services and Deliverables under an Order for any reason, Supplier will, at no cost to Customer, promptly provide a substantially equivalent replacement and ensure an effective transition so that each replacement personnel has the necessary training and knowledge of the purpose, status, issues and requirements of the Services and Deliverables before

Supplier begins charging for that replacement personnel's time or efforts. Replacement of personnel may not lead to a higher applicable rate or additional costs for Customer. In case Customer finds that the personnel's performance of the Services is of insufficient quality, Customer reserves the right to request Supplier to replace said personnel. Supplier will provide qualified replacement without any additional charge to Customer.

- 8.4. Supplier must make timely and complete payment of the wage tax and social security contributions (including advance contributions) to be paid for its personnel.
- 8.5. Supplier acknowledges that the personnel involved in the performance of the Services (whether Supplier employees, the employees of approved subcontractors or independent contractors) will not be eligible to participate in, or receive any benefit from, any benefit plan or program available to employees of Customer or its Affiliates, and that neither Customer nor its Affiliates will (a) provide workers' compensation coverage for personnel or (b) withhold or pay with respect to any sums due under the Agreement any taxes, including but not limited to income taxes (domestic or foreign), unemployment insurance, workers compensation insurance or other taxes or assessments that are payable with respect to statutory employees. Customer will have no right or obligation to direct or control the personnel's activities or working conditions.
- 8.6. Supplier shall ensure that it has concluded a valid employment contract with any personnel it provides to Customer under an Order, unless Parties have explicitly agreed otherwise on a case by case basis. If Supplier at first request of Customer does not have written proof of the existence of an employment contract, Customer is entitled to suspend or terminate with immediate effect the applicable Order for the posting of the personnel involved.
- 8.7. If the Services entail the provision of temporary personnel to Customer, Supplier will (i) ensure that it is registered with the Trade Register of the Chamber of Commerce as a company that is posting temporary staff, and shall maintain the registration during the provision of temporary staff, and (ii) be certified according to standard NEN 4400-1 or NEN 4400-2 and registered in the Labour Standards Register, or local legal equivalent.

9. INFORMATION AND REPORTING

- 9.1. Customer shall use reasonable efforts to comply with reasonable requests of Supplier to provide available information and documentation relevant for Supplier in

the context of the Product or Services to be provided under the Agreement. Supplier shall inform Customer about all facts of which it is aware that could lead to wrong conclusions, wrong decisions, ineffectiveness, inefficiency or uneconomical solutions in relation to the Agreement. Supplier shall inform Customer timely in advance if it is not able to provide the Services or deliver any Product or Deliverable in accordance with the terms of the Agreement.

- 9.2. Upon Customer's request, Supplier will prepare quarterly overviews of all Services and Products provided. In addition, Supplier shall within one week after the end of a calendar month, report to Customer its performance in relation to the service levels over that calendar month.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. All Intellectual Property Rights existing prior to the Agreement will belong to the Party that owned such rights immediately prior to the effective date of the Agreement. Neither Party shall transfer by implementation of the Agreement any such pre-existing Intellectual Property Rights.
- 10.2. Unless explicitly agreed otherwise in the Order, all Intellectual Property Rights developed under the Agreement, in a Deliverable or otherwise, shall be owned solely and exclusively by Customer. By signing the Agreement, Supplier transfers the Intellectual Property Rights developed under the Agreement in advance to Customer, and Customer accepts such transfer. The Agreement shall be deemed to be the document required under the applicable law for the transfer in advance to Customer of the Intellectual Property Rights to be developed under the Agreement. To the maximum extent possible under applicable law, Supplier waives any and all moral or personal rights in relation to such Intellectual Property Rights. Supplier acknowledges that it will not be entitled to any additional compensation in relation to such transfer of Intellectual Property Rights and waives any rights to compensation other than the Charges due to Supplier as set out in the Order. At Customer's request, Supplier will execute such additional documents as are necessary to effectuate the legal transfer to Customer and/or registration in Customer's name of Intellectual Property Rights developed by Supplier under the Agreement. Supplier shall have the non-exclusive, revocable right to use for an indefinite period strictly for internal business purposes any such Intellectual Property Rights that has transferred to Customer, excluding the right to share or sub-license such Intellectual Property Rights with other clients of Supplier.
- 10.3. Supplier acknowledges and agrees that Customer sells products and services to its customers that combine third-party products and services, which may include the Products and Services. Supplier hereby grants (or warrants that the relevant owner grants) Customer a non-exclusive, perpetual, irrevocable, world-wide and transferable licence (with the right to sub-license) to access and have accessed, use and have used the

Products, Services and Deliverables, owned by Supplier or the third party owner, in any way it deems fit, including but not limited to the right to reproduce, combine with other (third party) products, make copies (for backup purposes or otherwise), install, operate, support, use, maintain, modify, adapt, customise and further develop (the source code of) the Products and Services. This license includes the right for Customer to sublicense the use of Products and Deliverables, as stand-alone product or in combination with other (third party) products, to Customer's end users or customers, subject to any sublicense restrictions agreed between the Parties in writing.

- 10.4. All Intellectual Property Rights in the Customer data shall belong to Customer or its licensors. Customer hereby grants to Supplier a limited license to use Customer data for the sole and exclusive purpose of providing the Services.
- 10.5. Supplier shall comply with any third party (e.g. license) requirements applicable to hardware, software or services provided by or through Customer to the extent Customer or the relevant third party has informed Supplier about such requirements in writing.
- 10.6. Supplier shall not involve an employee or independent contractor in any part of the work or any obligation under the Agreement if that person has not expressly agreed to such an employment or independent contractor arrangement that Supplier is entitled to and may freely dispose of all Intellectual Property Rights developed by that employee or independent contractor in the course of its duties.

11. DATA PROTECTION AND SECURITY

- 11.1. Where Supplier (a) in the performance of the Agreement or (b) in the provision of Services to Customer's end users or customers, processes personal data (as defined by applicable law) of Customer's employees, contractors, customers or business partners (hereafter collectively referred to as "Personal Data") Supplier shall, and warrants that its employees, any (sub)contractors and the employees of such (sub)contractors shall: (i) comply with all laws, regulations and regulatory guidance with respect to data protection and privacy applicable to its Services; (ii) process Personal Data only insofar necessary to perform its obligations under the Agreement or as required by law; (iii) keep the Personal Data confidential; and (iv) take appropriate technical, physical and organizational security measures to protect the Personal Data against loss, unauthorized or unlawful processing.
- 11.2. Without limiting any of its other obligations under the Agreement, Supplier shall in relation to the Services (i) provide the Services in accordance with Good Industry Practice regarding security standards; and (ii) ensure that only such persons as required for the performance of its obligations under the Agreement shall have access to the Customer's IT environment, the network, Customer information and any other data of Customer and shall require these persons to protect and maintain

the confidentiality and the security of the Customer's Information.

- 11.3. Supplier shall promptly inform Customer of all known or suspected breaches of security relevant to Customer. If any such breach relates to Customer Confidential Information, Customer data, Personal Data or the Customer's IT environment, Supplier shall inform Customer, in accordance with applicable law, as quickly as possible and in any event within 4 hours after becoming aware of the (suspected) breach.

- 11.4. If Customer is of the opinion that an additional (data processing) agreement is required to comply with applicable law, Supplier shall enter into such agreement with Customer, at Customer's first written request. Parties shall at all times fully comply with any such data processing agreement.

12. CONFIDENTIALITY

- 12.1. Except as otherwise provided hereunder or unless permission to disclose such Confidential Information has been given in writing by the other Party, each Party shall (a) keep Confidential Information strictly confidential and refrain from passing it on to anyone other than its Affiliates and the personnel, contractors, advisors and sub-contractors of such Party and such Party's Affiliates (and in such case only on a need-to-know basis and to the extent as is strictly necessary for implementing or executing the Agreement and under the obligations relating to confidentiality set out in this clause); and (b) refrain from using it, directly or indirectly, for purposes other than the implementation or the execution of the Agreement.
- 12.2. The following information is not deemed Confidential Information: (a) information that the receiving Party can satisfactorily demonstrate is or has become generally available to the public other than through unauthorised disclosure (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); (b) information that was already lawfully in the possession of the receiving Party without any obligation of confidentiality, before the information was disclosed to it by or on behalf of the other Party, as evidenced by written records; and (c) information independently developed by either Party.
- 12.3. Parties may disclose Confidential Information if and to the extent such is required by law or by an administrative or legal court, being understood that in such case the Party concerned must, to the extent legally permitted, inform the other Party promptly and, if possible, in advance of such disclosure.
- 12.4. Supplier shall ensure that these confidentiality obligations shall be imposed on its related persons, such as its personnel, contractors, advisors and sub-contractors, and that it will be entirely responsible in the event that any of its related persons should breach these obligations.
- 12.5. Upon completion of the Services, Supplier shall without delay at the discretion of Customer (a) return all its

copies, samples and extracts of, and all other physical media containing the Confidential Information and any other information relating to Customer, or (b) delete or destroy all physical and electronic data containing Confidential Information and other Customer data; except that the legal department of Supplier may retain one copy in a confidential file for regulatory or compliance purposes and/or for the purpose of verifying compliance with the Agreement, in which case such Confidential Information shall continue to be subject to the confidentiality provisions of the Agreement. If so requested by Customer, Supplier shall confirm its compliance with these requirements.

- 12.6. Supplier shall not refer to Customer, its Affiliates or the Services provided in any marketing materials, press releases or other external communications without the prior written approval of Customer or such Affiliate.
- 12.7. This article¹ will remain in force for a period of five (5) year after the expiry or termination of the Agreement for whatever reason.

13. COMPLIANCE

- 13.1. Supplier shall comply with all applicable laws, rules, and regulations in fulfilling its obligations under the Agreement, including without limitation those relating to (i) trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) in respect of the products sold by it to Customer, (ii) anti-bribery and anti-corruption and (iii) tax, labour and social security laws, legislation with regard to working conditions, welfare, and safety of employees. Supplier shall provide evidence of compliance with the foregoing as Customer may reasonably request from time to time.
- 13.2. Supplier shall comply with the applicable Customer policies, including the Supplier Code of Conduct and anti-bribery and anti-corruption policies, all as provided to Supplier from time to time (and as may be amended by Customer from time to time at its discretion). When requested by Customer, Supplier will sign the Supplier Code of Conduct for acknowledgment and receipt.

14. AUDIT

- 14.1. Upon Customer's request with reasonable notice, Supplier will permit a technical, financial and/or operational audit by the internal and/or external auditors and personnel of Customer (collectively, "Auditors") during office hours to establish that Supplier fully complies with its obligations under the Agreement.
- 14.2. Supplier will cooperate with the Auditors in a timely manner and provide the Auditors all assistance as they may reasonably request in connection with the audit. Supplier shall contractually ensure that any third party engaged by Supplier in the performance of the Agreement shall extend their full cooperation to any audit as set forth in this article. The Auditors will seek to avoid disrupting Supplier's operations during the audit.
- 14.3. If the Auditors document an overcharge of the Charges for the audited period or another breach of Supplier's obligations, Supplier will promptly (a) correct any identified breach, (b) reimburse Customer for its reasonable cost of performing the audit, and (c) reimburse Customer for any overcharge.

15. LIABILITY AND INDEMNIFICATION

- 15.1. Subject to the other provisions of this article, Supplier shall be liable for any loss or damage suffered, and expenses incurred, by Customer as a result of a breach by Supplier or its Affiliates or their sub-contractors, of Supplier's obligations under the Agreement.
- 15.2. Each Party accepts liability to the other Party without limitation for: (a) damage relating to death or personal injury to the extent it is attributable to the liable Party, its affiliates, its subcontractors or their personnel in the course of their engagement; (b) the consequences of a breach of article 11; (c) indemnities; and (d) losses and damage caused by willful intent, fraud, or gross negligence.
- 15.3. Subject to clause 15.2, the total liability of either Party under the Agreement shall not exceed the higher of: (a) EUR 2.500.000 or (b) three times the aggregate Charges paid and payable under the Agreement in the period of 12 months preceding the date on which the claim arose. If and to the extent any of Supplier's liability would be met by any of its insurances, Supplier's total liability in relation to the Agreement shall be increased with the amount that is covered by such insurance minus the applicable deductible.
- 15.4. Subject to clause 15.2, liability for indirect damages, which shall mean reduced goodwill, anticipated savings, punitive damages, or losses and damages resulting from the use of software of third parties prescribed by Customer to Supplier, shall be excluded.
- 15.5. Supplier will indemnify, defend and hold harmless Customer and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from any and all losses, liabilities, damages (including taxes), and all (including threatened) related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties due to, arising from or relating to third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding) arising from or relating to: (a) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third party by (i) any Services or Deliverables provided by Supplier or (ii) Customer's use of those Services or Deliverables; or (b) Supplier's actual or alleged breach of (i) any of the confidentiality or data protection provisions in the Agreement or (ii) article 13
- 15.6. Supplier shall indemnify Customer and all its Affiliates against all statutory claims by the tax authorities or social insurance agencies regarding taxes and social security contributions directly relating to Supplier, making Supplier personnel available under the Agreement.
- 15.7. Supplier will take out adequate insurance to cover its liabilities under the Agreement and will, at the request of Customer, allow Customer to inspect the insurance

policy and provide proof of payment of the insurance fees.

16. TERMINATION

- 16.1. Each Party may terminate the Agreement, in whole or in part, effective immediately, by written notice in case, (a) the other Party has failed to perform a material contractual obligation and such breach is incapable of being remedied; (b) the other Party has failed to perform a material contractual obligation and it is possible to remedy that breach, but the Party in breach fails to remedy such breach within 30 days of prior written notice requiring them to do so; or (c) if the other Party is subject to an actual or threatened event where the other Party has ceased or will cease to exist or has been dissolved; the other Party's business has been discontinued; or the other Party has been declared bankrupt or has been granted suspension of payments.
- 16.2. For purposes of clause 16.1, any breach of articles 6,10, 11, 12, 13 or 18 will, without limitation, be deemed to be a material breach that is incapable of being remedied. Failure to timely pay a due and undisputed invoice shall not be deemed a breach that is incapable of being remedied.
- 16.3. Customer may terminate the Agreement in whole or in part, effective immediately, by written notice, if: (a) a change in applicable legislation precludes the provision by Supplier of (any material part of) the Services; or (b) the reputation of Supplier or its Affiliates is seriously damaged or it is accused of a serious crime (and in case of a reasonable suspicion thereof, Customer may suspend the Agreement or freeze payments made thereunder); or (c) a change of control occurs with respect to Supplier; or (d) any of the caps on liability set out in clause 15.3 has been reached.
- 16.4. Customer may terminate the Agreement at any time by giving Supplier at least one (1) month's notice in writing of termination, without an obligation to pay compensation for any damage or other costs.
- 16.5. In case of termination or expiration of the Agreement, Supplier shall upon request provide Customer all assistance to facilitate the orderly migration and transfer of the Services to Customer or a third party nominated by Customer. The terms of the Agreement shall apply to any such termination assistance provided by Supplier and Supplier shall be entitled to charge reasonable fees for such termination assistance, calculated on the basis of the agreed fees.

17. FORCE MAJEURE

- 17.1. If a Party is prevented or delayed from performing any of its obligations under the Agreement by a Force Majeure Event, then it shall immediately notify the other Party in writing thereof in detail.
- 17.2. On giving notice, the affected party will, for as long as the Force Majeure Event continues, be: (a) excused from the performance or punctual performance of its contractual obligations to the extent caused by the relevant Force Majeure Event; and (b) deemed not to

be in breach of its contractual obligations to the extent that such breach is caused by such Force Majeure Event; provided that the affected party: (i) continues to take steps in accordance with Good Industry Practice to resume full performance of its obligations; (ii) continues to mitigate the adverse effects of such Force Majeure Event (to the extent possible); and (iii) keeps the other Party informed of material developments relating to the Force Majeure Event and steps taken to minimize the effects thereof.

- 17.3. If a Force Majeure Event lasts for more than 15 days, Customer may at its sole discretion (i) terminate (any portion of) the Agreement affected by the non-performance and any Charges due shall be equitably adjusted; or (ii) terminate the Agreement without liability to Supplier as of a date specified by Customer in a written notice to Supplier.

18. ASSIGNMENT AND SUBCONTRACTING

- 18.1. Supplier shall not assign any of its rights and obligations under the Agreement in whole or in part to any third party without the prior written approval of Customer. Such approval may be subject to Supplier and the assignee accepting additional terms and conditions. Customer is entitled to assign its rights and obligations under the Agreement in whole or in part to any Affiliate or third party without Supplier's approval.
- 18.2. Supplier shall not subcontract the performance of any of its obligations under the Agreement to any third party without the prior written approval of Customer. Supplier will remain fully responsible for the performance of its obligations under the Agreement and acts and omissions of subcontractors will be deemed acts and omissions of Supplier.

19. GOVERNING LAW AND JURISDICTION

- 19.1. The Agreement, any dispute and any non-contractual obligations arising out of or in connection with it are governed by the law of the country in which Customer is located, without regard to its choice of law rules. The applicability of the United Nations Convention on the International Sale of Goods is excluded. Any dispute that cannot be settled by mutual agreement between the Parties will be brought exclusively to the competent court of the country in which Customer is located.

20. MISCELLANEOUS

- 20.1. All notices and other communications relating to the Agreement shall be in writing, made by personal delivery, courier service, or electronic mail and shall be delivered to the Parties at the addresses or email addresses indicated in the Order.
- 20.2. Any penalties agreed between the Parties, which may include service level credits, shall be without prejudice to any right or remedy of Customer under this Agreement or applicable law, including the right to claim compensation of damages and the right to terminate the Agreement pursuant to the terms thereof.
- 20.3. All obligations under the Agreement will qualify as an obligation to achieve a certain result unless explicitly

worded as either a warranty or an obligation to make best or reasonable efforts or endeavors.

- 20.4. No failure, delay or indulgence on the part of either Party in exercising any power or right conferred upon such Party hereunder shall operate as a waiver of such power or right, and no single or partial exercise of any such power or right shall restrict or preclude the Party exercising such power or right from any further exercise thereof nor shall it preclude the exercise of any other power or right hereunder. Any of the terms and conditions of the Agreement may be waived only with the written consent of the Party waiving the relevant term or condition. The waiver of any right herein contained by either Party shall not be construed as a waiver of the same right at a future date or as a waiver of any other right herein contained.
- 20.5. Any change, amendment, waiver or variation of the Agreement shall not be binding on the Parties unless set out in writing, expressed to amend the Agreement and signed by a duly authorized representative of each Party.
- 20.6. The invalidity, illegality or unenforceability of any of the provisions of the Agreement in any jurisdiction shall not affect the validity, legality and enforceability of the remaining provisions of the Agreement.
- 20.7. The Agreement is the entire agreement between the Parties in respect of the provision of the Services and the delivery of the Products and Deliverables specified in the Agreement and supersede all previous agreements between the Parties relating to that subject matter.
- 20.8. Any provision expressed to survive termination or expiry and those provisions necessary for interpretation or enforcement of the Agreement shall survive expiration or termination for whatever reason and shall continue to apply indefinitely. Termination of the Agreement shall not affect any accrued rights or liabilities of either Party thereunder.