

GENERAL TERMS AND CONDITIONS FOR BEHAAV BV

Behaav BV, established in (3526 KS) Utrecht at Europalaan 400 and registered in the Trade Register of the Kamer van Koophandel under number 76005127.

- A. These General Terms and Conditions apply to all assignments, offers, quotations and legal relationships between a (potential) customer ('Client') and Behaav ('Service Provider') whereby the Service Provider performs (or has performed) work ('Order') for the Client.
- B. Any deviations from these General Terms and Conditions shall only be valid provided they have been explicitly agreed upon in writing and shall only apply to the agreement to which these deviations have been declared applicable.
- C. Any instance where a (part of a) provision in these General Terms and Conditions might not be applicable is without prejudice to the applicability of the remainder of the provisions. In that case, the Parties will consult with each other to agree on replacement provisions, based on the purpose and intent of the original provisions as much as possible.
- D. In the event of conflicting provisions, the specific provisions of the agreement and/or quotation in which reference is made to these General Terms and Conditions prevail.
- E. The general terms and conditions of the Client shall in no case apply to the agreements and/or quotations concluded between the Service Provider and the Client, unless the Parties agree otherwise in writing. In derogation of the provisions of Article 6:225 (3) of the Dutch Civil Code, the Service Provider is not bound by deviations that occur in the (partial) acceptance by the Client of the

agreements and/or quotation of the Service Provider, unless the Service Provider expressly states otherwise in writing.

- F. These General Terms and Conditions were last amended on 1 February 2024. The Service Provider reserves the right to change or amend the General Terms and Conditions in the future. The amended terms and conditions apply to the subsequent legal relationships with the Client.
- G. If you have any questions and/or comments about these General Terms and Conditions, feel free to contact us at: legal@behaav.com.

Article 1 - Offers and quotations

- 1.1. All offers made by the Service Provider that have not been accepted by the Client within 14 days shall lapse. The Parties can agree on a different acceptance period in writing.
- 1.2. Acceptance of offers by the Parties is in writing, and an offer is only deemed to have been accepted after written confirmation by the Service Provider.
- 1.3. The Service Provider is not bound by and cannot be held liable for damage or costs related to transmission errors, malfunctions or unavailability of data or telecom facilities, including the internet and/or obvious mistakes or errors, including but not limited to typographical, language and/or calculation errors, or other ambiguities with regard to the quotation made and/or the agreement.

Article 2 - Creation

- 2.1 An agreement between the Service Provider and the Client is created after the signing of the quotation and/or agreement by both Parties.
- 2.2 The Service Provider is always entitled to refuse an Order or to attach special conditions to the delivery. For clarification, if the Service

Provider attaches special conditions to the delivery, the Client has the right to object to this. If the Parties do not agree on the proposed changes, the Parties have the right to cancel the Order without further liability or obligations.

- 2.3 The Service Provider is entitled to demand from the Client, upon or after entering into an agreement and before performance, that both the payment and the other obligations under the Agreement and/or quotation must be met. The Parties will mutually agree to such conditions in advance.
- 2.4 Changes to the Order, Agreement and/or quotation are only possible if the Parties agree to this in writing.

Article 3 – Fulfilment of the Order

- 3.1. The fulfilment of the Order takes place in mutual consultation and after signing the Agreement and/or quotation.
- 3.2. If in the course of implementing the Agreement it becomes clear that for its proper completion the work to be done must be changed or supplemented, the Parties will consult with each other to amend the Agreement accordingly in a timely fashion. If the interim change to the Order arises at the request of or due to the actions of the Client, the Service Provider will make reasonable efforts to take the requested changes into account. If this leads to additional work compared to the original Order Amount, the Client will be informed of this, and if the amended agreement and/or quotation is accepted in writing, this will be charged to the Client.
- 3.3. If the Parties agree to change or add to the Order, this may affect the timing of the fulfilment of the Order or have financial and/or qualitative consequences. If this is the case, the Service Provider will inform the Client of this in writing as soon as possible. In the

event of agreed changes, the Service Provider is not bound by previously agreed (delivery) dates or (delivery) periods.

- 3.4. If the Parties have agreed a fixed fee, the Service Provider shall also specify to what extent a change or supplement of the Agreement would result in the fee being exceeded.
- 3.5. The goods and components supplied by the Service Provider may only be used by the Client if all payment obligations have been met.

Article 4 – Obligations

- 4.1. The Service Provider shall fulfil the Order to the best of its understanding and capacity and in accordance with the requirements of professionalism. The Agreement concluded between the Parties always contains an effort obligation for the Service Provider and no results obligations, unless agreed otherwise in writing.
- 4.2. The Client warrants that all data, resources and other documents ('Information Provided') provided to the Service Provider are correct, complete and current. If the Information Provided turns out to have been incorrect and/or incomplete at any time, the Service Provider reserves the right to unilaterally modify the Assignment and the Assignment Amount charged for it. The Parties will discuss in good faith the possible implications and consequences with regard to this article.
- 4.3. The engagement or involvement of third parties in the Order at the request of the Client can only be done if the Service Provider gives its prior written consent.
- 4.4. The Client undertakes to adequately insure and keep insured goods delivered that are necessary for the execution of the underlying agreement, as well as goods of the Service Provider that are present at the Client's location and goods that have been delivered under retention of title. The Client will

submit the policy for these insurances for inspection at the first request.

- 4.5. The Client grants the Service Provider the right to use the logo or other non-confidential information of the Client related to the Order on the Service Provider's channels and to show these to third parties and potential clients as an example case.

Article 5 – Prices and payments

- 5.1. The rates and costs for the Order are stated in the Service Provider's quotation. The Order Amount stated herein excludes VAT and any other government levies, unless explicitly stated otherwise.

- 5.2. The prices of any goods or services delivered via third parties are based on the cost prices known at that time. Increases to these that could not reasonably have been foreseen by the Service Provider at the time of the offer or the conclusion of the Agreement may give rise to price increases.

- 5.3. With regard to the Order, the Parties may, when concluding the Agreement and/or quotation:

- a) Agree to a fixed Order Amount. If no fixed Order Amount has been agreed; then
- b) The Order Amount may be determined based on the hours actually spent. This rate is calculated according to the usual hourly rates of the Service Provider, valid for the period in which the work is performed, unless a different hourly rate has been agreed with the Client.
- c) If no Order Amount has been agreed on the basis of the hours actually spent, a target price is agreed for the Order. The Client is aware and accepts that the Service Provider has the right to deviate, at its own discretion, up to a maximum of 10% of the target price given. If this

occurs, the Service Provider will justify the increase.

- 5.4. If the Service Provider foresees during fulfilment of the Order that the target price issued in point c of Article 5.3 will be exceeded by more than 10%, the Service Provider will notify the Client as soon as possible. During these consultations, the Parties will discuss the possible consequences of this planned increase and an appropriate solution will be sought in all reasonableness.

- 5.5. The payment terms used by the Service Provider are stated in the quotation and/or Agreement.

- 5.6. If the Order Amount owed for the Order is not paid or is not paid in a timely manner, the Service Provider has:

- a) The right not to commence the Order; or
- b) The right to suspend it, and this also applies to the delivery of products until the outstanding amounts have been paid.

- 5.7. A late delivery in the aforementioned cases of Article 5.6 cannot be held against the Service Provider.

- 5.8. If the fulfilment of the Order has been delayed due to an attributable shortcoming of the Client, the Service Provider nevertheless reserves the right to charge the agreed management costs, as specified in the quotation, after 90 days.

- 5.9. The Service Provider reserves the right to revise and adjust the agreed rates and ongoing fees annually as of 1 April with due observance of the following:

- a) Such an adjustment of rates and fees will only take place if the Service Provider has notified the Client of this change in writing at least thirty (30) days before the effective date.
- b) The maximum increase in tariffs and fees will be limited to the increase in the most recently published price index for service prices by the Central Bureau of Statistics (CBS), compared to the price index of

twelve (12) months previously. This restriction applies to the Commercial Services and Transport sector group, under the Computer Consulting category, classified under SBI code 6202. The series 2015=100 is used here, unless the Service Provider opts for a more recent series.

- c) The price indexation referred to in paragraph b will not apply to Clients who have been registered as customers with the Service Provider on the date of the announcement of the adjustment for less than six (6) months.
- d) Instead of indexing as in the previous paragraphs, the Service Provider has the right to charge the Client a higher price increase as a result of industry-related cost increases, as of 1 March or as of another date.

Article 6 – Force majeure

- 6.1. The Service Provider cannot be held liable for any form of damage suffered by the Client if the obligations under the agreement and/or quotation cannot be fulfilled or cannot be fulfilled in a timely manner or properly due to force majeure.
- 6.2. In addition to the provisions of Article 6:75 of the Dutch Civil Code, force majeure is understood to mean: a failure of the Service Provider to fulfil any obligation towards the Client that cannot be attributed to the Service Provider due to the occurrence of a circumstance that is independent of the will of the Service Provider, foreseen or not foreseen, as a result of which the fulfilment of its obligations towards the Client is prevented in whole or in part or as a result of which the fulfilment of its obligations cannot reasonably be expected of the Service Provider. These circumstances include, but are not limited to, failure by suppliers or other third

parties, epidemics and quarantine measures, power outages, wars, strikes, transport problems, computer viruses, extreme weather conditions and/or work interruptions.

- 6.3. If the situation referred to in the previous sentence has lasted 30 calendar days, the Parties have the right to terminate the agreement in writing, in whole or in part. The Service Provider always reserves the right to payment for the work already performed and the associated costs, as if this were a separate agreement.
- 6.4. The Service Provider is under no circumstances obliged to compensate for any damage or to pay a fine to the Client, even if the Service Provider enjoys any advantage as a result of the state of force majeure.

Article 8 – Suspension, transfer of rights and retention of title

- 7.1. The Client waives the right to suspend the fulfilment of any obligation arising from the Agreement and/or quotation. The above does not apply in the event of gross negligence on the part of the Service Provider.
- 7.2. The rights of the Client under the agreement and/or quotation cannot be transferred without the prior written consent of the Service Provider.
- 7.3. All claims rights and powers on any grounds whatsoever against the Service Provider in connection with the Order fulfilled by the Service Provider lapse in any case one year after the time when the party in question (Client or third party) was aware or could reasonably have been aware of the existence of these rights and/or powers.
- 7.4. As long as the Client has not paid the Service Provider in full, including but not limited to payment of all invoices, including previous and later deliveries and services provided, reimbursements of all costs and interest, as

well as claims for damages due to shortcoming in the fulfilment by the Client, the Service Provider retains ownership of the products delivered by it to the Client.

- 7.5. The Client is not free to encumber, let, exchange with third parties, sell or deliver the delivered products (whether or not delivered via third parties) without express written permission from the Service Provider.
- 7.6. If one of the Parties fails to fulfil its obligations or acts contrary to the conditions of this Agreement, the Parties will consult with each other on the matter in question. If no solution is found within a reasonable period of 30 days, either Party has the right to terminate the agreement. The Parties are obliged to fully cooperate with this. The resulting costs are at the expense and risk of the Party that has not fulfilled the obligations or has caused the shortcoming.
- 7.7. The Parties are obliged to inform each other immediately in writing if third parties assert rights to goods and/or products on which a retention of title by the other Party rests.

Article 8 – Limitation of liability and indemnifications

- 8.1. Unless there is intent or gross negligence attributable to the Service Provider, the Service Provider is not liable for any form of damage to the Client. In no event will indirect damage be compensated, including consequential damage, business and/or turnover damage, loss of goodwill and loss and/or mutilation of data.
- 8.2. The Client indemnifies the Service Provider against a claim by third parties based on a violation of intellectual property rights or related rights, including but not limited to patents and/or copyrights, due to the use of drawings, data, models, materials or parts, or by applications of working methods, which have been provided or prescribed to the Service Provider by or on behalf of the Client for the fulfilment of the Order.
- 8.3. If the Service Provider proves to be liable for any reason whatsoever, then any liability of the Service Provider, of any nature and of any party whatsoever, is limited to statutory liability and what is regulated in these conditions, to compensation for direct damage up to the amount that is paid in the relevant case under its professional liability insurance, increased by the amount of the Service Provider's deductible.
- 8.4. If, for whatever reason, no payment is made by the insurer, each liability of the Service Provider is limited to the amounts paid to the Service Provider in the calendar year preceding the liability, up to a maximum of €10,000.00.
- 8.5. The Service Provider will not invoke this limitation of liability if damage is a result of intent or deliberate recklessness on the part of the Service Provider.
- 8.6. If the Client wishes to hold the Service Provider liable for an attributable shortcoming in the fulfilment of the Order, the Client must first provide the Service Provider with notice of default and grant a reasonable period to remedy the shortcoming.
- 8.7. Any liability for damage or otherwise towards natural persons, employees, directors or companies (including the associated persons) employed by the Service Provider or with whom the Service Provider has concluded agreements in connection with its business operations, and who can (partly) be held responsible for the occurrence of the damage, is excluded. These natural persons or legal persons may invoke these General Terms and Conditions as third-party clauses vis-à-vis the Client.
- 8.8. The Service Provider accepts no liability for any form of damage that arises directly or indirectly from the non- or improper functioning of the equipment, software, data files,

registers or other items used by the Service Provider or third parties engaged by it in the fulfilment of the Order. The general terms and conditions of these parties apply to all services or products used by the Service Provider via third parties. If the Service Provider proves to be liable for any reason whatsoever, this liability is limited to shortcomings of third parties if and insofar as the resulting damage can be recovered from the third party. The Service Provider is authorised to accept any limitations of liability from third parties on behalf of the Client.

- 8.9. During the term of the Agreement, the Service Provider undertakes to ensure adequate insurance with an insurer that is customary within the branch in which the Service Provider operates. A copy of the professional liability insurance taken out by the Service Provider will be provided on request.

Article 9 – Confidential information

9.1. The Service Provider and the Client will not disclose any Confidential Information of the other Party and will strictly maintain the confidentiality thereof. The Client and the Service Provider will each use at least the same degree of care to secure the Confidential Information of the other and to prevent it from being disclosed to third parties, if they use it to prevent unauthorised disclosure, publication, distribution, destruction, loss, theft or modification of their own information (or information of their customers) of a similar nature, but not less than reasonable care.

9.2. The Parties may disclose Confidential Information as follows: (i) in the case of the Client, to its Affiliates and their respective Personnel who must be aware thereof; and (ii) in the case of the Service Provider, to its Personnel only to the extent and on condition that these Personnel: (A) must be aware of the Confidential Information disclosed to

them, (B) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used and (C) are subject to the substantially similar obligations of confidentiality as set out in this Article. The Disclosing Party hereby accepts full responsibility for the acts and omissions of any person or entity to whom it discloses Confidential Information of the other Party and ensures that the Confidential Information is not disclosed or used in violation of this Agreement. The Confidential Information of each Party remains the exclusive and exclusive property of that Party.

9.3. The Party receiving information is not obliged to maintain the confidential nature of Confidential Information that:

- a) Is already in the public domain or becomes public without breach of this Agreement by the Receiving Party; or
- b) Is knowingly disclosed to third parties by the Disclosing Party without limitation and without breach of this Agreement by the receiving party; or
- c) Is or becomes publicly available through other than unauthorised disclosure; or
- d) Is independently developed by the receiving party or another person;
- e) Must be publicly disclosed pursuant to the law, a competent court, a regulatory authority or the rules of a recognised stock exchange; provided that the receiving party notifies the disclosing Party of this requirement in writing immediately upon receipt of such request, if permitted, so that the disclosing Party may seek a protection order to protect the confidentiality of this information, take measures to ensure confidential treatment of the Confidential Information, or take such other measures as it deems appropriate to protect the Confidential Information.

- f) Each Party undertakes towards the other Party to comply at all times under this Agreement with all applicable legislation (including data protection legislation).

9.4. This article shall remain in force for two (2) years after termination of this Agreement, on the understanding that Confidential Information kept as a trade secret by a Disclosing Party shall remain subject to this article as long as that Confidential Information remains a trade secret.

Article 10 – Third-party products and services

- 10.1. The Service Provider is entitled to use products or services of third parties ('Supporting Resources') in the fulfilment of the Order. If Supporting Resources are used, this will be stated in the quotation and/or the agreement.
- 10.2. If the Service Provider supplies Supporting Resources to the Client, then in addition to these General Terms and Conditions, the general terms and conditions of the Supporting Resources also apply to the quotation and/or agreement.
- 10.3. With regard to the Supporting Resources, the Service Provider will provide any service, management and support under a maximum of the same terms and conditions as those stated in the general terms and conditions of the Supporting Resources. Deviations or additions with regard to the use of Supporting Resources are recorded between the Parties in the quotation and/or Agreement.
- 10.4. The Service Provider accepts no liability for the Supporting Resources it uses, with due observance of the provisions of Article 8.
- 10.5. The general terms and conditions of Supporting Resources can be provided to the Client by the Service Provider at the request of the Client, if available.
- 10.6. Unless stated otherwise, these General Terms and Conditions take precedence over

the general terms and conditions of third parties. In the event of a conflict between these General Terms and Conditions and the general terms and conditions of third parties, the Service Provider may declare the relevant conflicting provisions in the general terms and conditions of the Supporting Resources inapplicable or declare them applicable.

Article 11 – Intellectual Property

- 11.1. The Service Provider reserves all rights and authorities to which it is entitled under the Copyright Act and other legislation relating to Intellectual Property.

Article 12 – Communication

- 12.1 Electronic communication, including email and the website, is considered to be in writing. The Client agrees with electronic communication and acknowledges that this route is not always secure.
- 12.2 The Service Provider is not liable if electronic communications are intercepted, manipulated, delayed, misdirected or infected with a virus.

Article 13 – Final provision

- 13.1 If a provision of these General Terms and Conditions is found to be void, voidable or otherwise invalid, this will not affect the remaining provisions of these General Terms and Conditions. In that case, the Parties will consult with each other to agree on replacement provisions, based on the purpose and intent of the original provisions as much as possible.

Article 14 – Applicable law and jurisdiction

- 14.1 All agreements and/or quotations between the Parties are governed exclusively by Dutch law.
- 14.2 The Dutch court in the district of Rotterdam has exclusive jurisdiction to take cognizance of any disputes between the Parties, unless the law prescribes otherwise.