

## GENERAL TERMS AND CONDITIONS BOOLEANS B.V.

CoC no. 71034218

### DEFINITIONS

In these General Terms and Conditions, the following definitions apply:

- a. **Client:** the party for whose benefit the Contractor carries out the order under the Agreement.
- b. **Contractor:** the private company with limited liability Booleans B.V. with registered office in Amersfoort, with offices at 19 Bolgerijsekade in (4131 NT) Vianen, registered with the Chamber of Commerce under number 71034218, +31(0)880010400, info@booleans.com.
- c. **Agreement:** the agreement concluded between the Contractor and the Client for the performance of work.

### Article 1. APPLICATION

- 1.1 These General Terms and Conditions apply to all agreements, orders, offers and quotations whereby the Contractor supplies goods and/or services of whatever nature and under whatever name to the Client.
- 1.2 Once the Contractor has concluded an Agreement with the Client under the applicability of these General Terms and Conditions, these General Terms and Conditions also apply to any subsequent Agreement between the Contractor and the Client.
- 1.3 Deviations from and additions to these General Terms and Conditions are only valid if agreed in writing between the parties.
- 1.4 The applicability of the General Terms and Conditions of the Client is expressly rejected by the Client in advance.
- 1.5 The Contractor has the right to change these General Terms and Conditions from time to time. The Client is deemed to have accepted any amendment to these General Terms and Conditions if it has not notified the Contractor of its objections in writing within seven days of the Contractor's written notification of the amendment.
- 1.6 If any provision of these General Terms and Conditions is null and void or is annulled, the other provisions of these General Terms and Conditions will remain in full force and effect and the relevant provision will in any event have a corresponding meaning as far as possible in terms of content and scope, so that it can be invoked. In that case, the Contractor and the Client will consult with the aim of agreeing new provisions to replace the void or annulled provisions, whereby the purpose and intent of the void or annulled provisions will be taken into account as much as possible.
- 1.7 Insofar as the Agreement contains provisions that conflict with these General Terms and Conditions, the provisions of the Agreement will prevail.

- 1.8 Insofar as the General Terms and Conditions have been translated into a language other than Dutch, the Dutch text is always decisive in the event of differences.

### Article 2. OFFERS AND CONCLUSION OF THE ORDER

- 2.1 All offers, quotations and other expressions of the Client are without obligation and can be revoked by the Contractor at any time, even after the offer has been accepted by the Client.
- 2.2 The Client guarantees the correctness and completeness of the information provided to the Contractor by or on behalf of it on which the Contractor bases its offer.
- 2.3 The Agreement is concluded at the moment that the written Agreement signed by the Contractor and the Client in which the order is recorded has been returned by the Contractor. If the Agreement signed by the Client has not (yet) been returned by the Contractor, the Agreement will be deemed to have been concluded subject to the applicability of these General Terms and Conditions, the moment the Contractor has started the execution of the Agreement at the request of the Client.

### Article 3. OBLIGATIONS OF THE CLIENT

- 3.1 If the cooperation of the Client is required for the execution of the Agreement, the Client will provide the Contractor with all data and documents that the Contractor needs for the correct and timely execution of the Agreement, in a timely manner and in the form and manner desired by the Contractor.
- 3.2 The Client will immediately inform the Contractor about (changes in) its legal structure and the control relationships within the group to which it belongs, as well as about all other (financial) partnerships in which it participates or of which it is a part, all this in the broadest sense of the word and about other facts and circumstances that may be important in connection with the performance of the Agreement, in order to enable the Contractor to comply with the independence regulations.
- 3.3 The Client is solely responsible for the assignment description and for the decisions that the Client takes or wishes to take as a result of and/or (partly) on the basis of the Contractor's work.
- 3.4 The Agreement will be performed by the Contractor on the basis of (financial) information made available to it by the Client in the context of the Agreement, including conversations that the Contractor conducts with the Client or, at the request of the Client, with third parties. The Client agrees that if the Contractor receives information from third parties in the context of the Agreement, they will assume, without further verification of that information, that this information is correct and complete, unless explicitly stated otherwise in the Agreement.

- 3.5 At the request of the Client, information made available by the Client will be returned after execution of the Agreement. With regard to the assignment, the Contractor will maintain its own (electronic) work file containing (copies of) documents that it deems relevant, which remains its property.
- 3.6 For assignments that are carried out by the Contractor at the Client's location, the Client will provide office space and electronic means of communication that, in the opinion of the Contractor, are necessary or useful to perform the Agreement and that comply with all (legal) requirements.

#### Article 4. EXECUTION OF THE AGREEMENT

- 4.1 All obligations on the part of the Contractor, including but not limited to the work performed by the Contractor for the Client, shall be regarded as a best efforts obligation. The Contractor cannot guarantee the result of the work performed and/or to be performed by it.
- 4.2 The Contractor will perform the Agreement to the best of its knowledge and ability in accordance with the requirements of good workmanship.
- 4.3 The Contractor determines the manner in which and by which persons the Agreement will be performed. In situations in which it is expressly intended that work will be performed by a specific natural person, the applicability of Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code and 7:409 of the Dutch Civil Code is excluded.
- 4.4 The Contractor may perform and charge the Client for more work than for which the assignment was given, if this work results from any legislation and regulations applicable to the Agreement.

#### Article 5. PRIVACY AND CONFIDENTIALITY

- 5.1 If the Contractor or the Client processes personal data of the other party during the execution of the Agreement, the Contractor or the Client will process this personal data in a proper and careful manner and will comply with the applicable legal regulations, including the General Data Protection Regulation (hereinafter: "GDPR"). Further information about the processing of personal data by the Contractor is included in the Contractor's *Privacy Policy*, which can be consulted on the website [www.booleans.com](http://www.booleans.com). The *Privacy Policy* is an integral part of these Terms and Conditions.
- 5.2 The Contractor will take appropriate measures to protect the personal data and confidential information of the Client and inform the third parties and employees to be engaged by it about the confidential nature of the personal data and confidential information. The

Contractor will impose its obligations under this article on third parties to be engaged by the Contractor.

- 5.3 The Contractor and the Client will inform each other within five (5) working days about any request and/or complaint from the supervisory authority or a data subject with regard to the personal data processed in the performance of the Agreement. The Contractor and the Client mutually provide each other with the cooperation required to comply with the requests of the data subjects or the supervisory authority.
- 5.4 The Contractor and the Client will treat confidential information that they receive from each other in the context of the performance of the Agreement confidentially, with due observance of the applicable laws and regulations. Information is in any case considered confidential if it has been designated as such by one of the parties. All information that is not publicly accessible regarding the Contractor's and Client's business processes is regarded as confidential information. The Client and the Contractor do not share such confidential information with third parties, nor do they use it for their own business operations, unless this is necessary for the execution of the Agreement between the Client and the Contractor.
- 5.5 If the Contractor is obliged under the Agreement to provide some form of information security, that security will meet the specifications regarding security as agreed in writing between the parties. Information security will comply with *identity* and *access* standards and protocols. The Contractor never guarantees that the information security is effective under all circumstances. If an explicitly described security is missing in the Agreement, the security will meet a level that is not unreasonable in view of the *identity* and *access* standards and protocols, the sensitivity of the data and the costs associated with taking the security.

#### Article 6. INTELLECTUAL PROPERTY

- 6.1 All intellectual property rights resting on or arising from the works developed or made available to the Client on the basis of the Agreement, including, but not limited to, software, advice, websites, data files, equipment or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, rest exclusively with the Contractor or its licensors. Insofar as the intellectual property rights are vested in the Client pursuant to the law, the Client transfers these intellectual property rights to the Contractor in advance and the Client will, if necessary, cooperate with this transfer and furthermore grants in advance an irrevocable power of attorney with which the Contractor can do all that is necessary as a result of which the intellectual property rights rest with the Contractor. To the extent permitted by law, the Client waives any personality rights that remain with the Client, or the Client

undertakes not to exercise these personality rights in the course of trade.

- 6.2 The Client only acquires the user rights that are granted in these General Terms and Conditions or the Agreement. A right of use accruing to the Client is non-exclusive, non-transferable and non-sublicensable and is limited to the duration of the Agreement between the Contractor and the Client. The license can be terminated at any time with immediate effect, without the Contractor owing any form of compensation to the Client. After the Agreement has expired, the resources made available will be returned to the Contractor at the Contractor's first request.
- 6.3 If the Contractor is willing to commit itself to transfer an intellectual property right to the Client, such transfer can only be arranged in writing. If the parties agree in writing that an intellectual property right with regard to work specifically developed for the Contractor, including but not limited to software, websites, data files, equipment or other materials, will be transferred to the Client, this does not affect the right or the possibility of the Contractor to use and/or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like, underlying such development for other purposes without any restrictions, either for itself or for third parties. Nor does the transfer of intellectual property rights affect the Contractor's right to make developments for itself or a third party that are similar or derived from those that have been or are being made for the Client.
- 6.4 Even if the Agreement does not expressly provide for a power to do so, the Contractor is allowed to install technical measures to protect the works, including, but not limited to, the software, equipment, data files, websites and the like in connection with an agreed limitation in the content or the duration of the right to use these objects. The Client is never permitted to remove or have such a technical facility removed or circumvented or otherwise.

#### Article 7. FEE/PAYMENT

- 7.1 Unless otherwise agreed in writing, the Client owes the Contractor a fee for the performance of the Agreement, which is based on the time actually spent by the Contractor multiplied by the applicable (hourly) rate. The time registration of the Contractor is compelling evidence of the time spent and invoiced by the Contractor, proof to the contrary by the Client is not possible. All rates are exclusive of turnover tax (VAT) and any other levies imposed by the government, as well as exclusive of expenses and exclusive of invoices from third parties engaged by the Contractor. The aforementioned expenses, declarations and levies will be passed on by the

Contractor to the Client, unless otherwise agreed in writing.

- 7.2 All estimates and budgets issued by the Contractor are only indicative, unless the Contractor states otherwise in writing. The Client can never derive any rights or expectations from a cost estimate or budget issued by the Contractor. An available budget made known by the Client to the Contractor will never be regarded as a (fixed) price agreed between the parties for the work to be performed by the Contractor. Only if this has been agreed between the parties in writing, the Contractor is obliged to inform the Client in the event of an imminent exceeding of a cost estimate or budget issued by the Contractor.
- 7.3 If, after the execution of the assignment, but before the Agreement has ended, rate-determining factors, such as wages and/or prices, change, the Contractor has the right to adjust the previously agreed rate accordingly.
- 7.4 Payment must be made, without deduction, discount or set-off, within 30 days of the invoice date. This payment term is a strict deadline. Payment must be made in the currency indicated on the invoice, by means of transfer to a bank account to be designated by the Contractor.
- 7.5 Complaints or objections to the amount of the invoices submitted do not suspend the Client's payment obligation.
- 7.6 If the Client does not pay within the term referred to in Article 7.4, it will be in default by operation of law and the Contractor will be entitled, without further summons or notice of default, to charge the Client interest on the total amount owed from the due date, at 1% per month, whereby a part of a month counts as a whole month, to be charged until the date of full payment, all this without prejudice to the further rights that the Contractor has. All (extra)judicial costs related to the collection of invoices – with a minimum of 15% of the amount to be collected – are for the account of the Client, with a minimum of EUR 250. The Contractor reserves the right to claim the costs actually incurred.
- 7.7 The price charged is immediately due and payable if the Client files for bankruptcy or is declared bankrupt, applies for or obtains a (provisional) suspension of payments, if the debt rescheduling scheme pursuant to the Debt Restructuring Natural Persons Act is declared applicable to the Client, all or part of the Client's goods is seized, the Client dies or is dissolved, the Client is placed under guardianship or administration, or after the Agreement has been concluded, the Contractor becomes aware of other circumstances that give the Contractor good grounds to fear that the Client will not fulfil its obligations.
- 7.8 The Contractor is at all times entitled to demand security from the Client for the fulfilment of the (payment) obligations. The Contractor is at all times entitled to suspend its obligations arising from the Agreement until

the security required by the Contractor has been provided by the Client.

- 7.9 In the event of several clients who are party to an Agreement as joint Client, all clients are jointly and severally liable for payment of the full invoice amount to the Contractor insofar as the work has been performed for these joint clients.

#### Article 8. ADDITIONAL WORK

- 8.1 If the Contractor, at the request or with the prior consent of the Client, has performed activities or other performances that fall outside the content or scope of the agreed activities and/or performances, these activities or performances will be reimbursed by the Client in accordance with the agreed rates and, in the absence thereof, in accordance with the usual rates of the Contractor. The Contractor is never obliged to comply with such a request and it may require that a separate written agreement be concluded for this purpose. The Client accepts that the agreed or expected time of completion of the services and the mutual responsibilities of the Client and the Contractor may be influenced by work or performance as referred to in this article. The fact that (the demand for) additional work arises during the execution of the Agreement is never a ground for the Client to terminate or dissolve the Agreement.
- 8.2 Insofar as a fixed price has been agreed for the services, the Contractor will, upon request, inform the Client in writing about the financial consequences of the extra work or performance as referred to in this article.

#### Article 9. COMPLAINTS

- 9.1 The Client must immediately check the work performed and the documents or performances received from the Contractor for correctness and completeness and must notify the Contractor in writing of any complaints as soon as possible, but no later than one month after the work has been performed or the receipt of the documents. After that, any rights it may have in this regard, including but not limited to the right to fulfilment and compensation for a failure to perform, will lapse, unless the Client can demonstrate that it could not reasonably have discovered the defect earlier.
- 9.2 The retention or payment of invoices without protest also means that the Client agrees to the correctness and completeness of the work performed and the invoiced amount, so that also as a result the Client may have any rights in this regard, including but not limited to the right to performance and compensation for a failure to perform.
- 9.3 Complaints as referred to in the first paragraph do not suspend the Client's payment obligation.
- 9.4 After receipt of a timely complaint, the Contractor will check whether it is justified on the basis of the

agreements made and the Agreement and the Contractor and the Client will consult each other as soon as possible.

#### Article 10. DELIVERY TIME AND FORCE MAJEURE

- 10.1 All (interim) (delivery) terms and (delivery) dates agreed by the Contractor are always a target term and not a strict deadline. The mere exceeding of a (delivery) term or (delivery) date stated by the Contractor or agreed between the parties or otherwise will not cause the Contractor to be in default.
- 10.2 The Contractor is not bound by a (delivery) term or (delivery) date that may or may not be a deadline that can no longer be met due to circumstances beyond its control, such as force majeure, which occurred after the Agreement was entered into. Force majeure within the meaning of Article 75 of Book 6 of the Civil Code on the part of the Contractor shall exist if the Contractor is prevented from fulfilling its obligations under the Agreement or in the preparation thereof as a result of circumstances beyond its reasonable control. Force majeure in any circumstances includes: (i) failure to deliver on time by suppliers of the Contractor, (ii) defective goods, equipment, software or materials of third parties that the Contractor uses, (iii) government measures, (iv) electricity failure, (v) war, (vi) work occupation, (vii) strike, (viii) general transport problems, (ix) an outbreak of a disease and (x) the unavailability of one or more employees of the Contractor for whatever reason.
- 10.3 The Contractor is not obliged to fulfil any obligation during the period in which the Contractor is prevented from fulfilling its obligation due to force majeure. An agreed delivery term is extended by this term.
- 10.4 If the delivery period is delayed by more than three months due to force majeure, both the Contractor and the Client are entitled to partially dissolve the Agreement for the part that has not been performed, without the Contractor and the Client being mutually obliged to pay any compensation for whatever reason.
- 10.5 Nor is the Contractor bound by a final (delivery) date or (delivery) term, whether or not the parties have agreed on a change in the content or scope of the Agreement (additional work, change of specifications, etc.) or a change in the approach to the implementation of the Agreement.

#### Article 11. CANCELLATION

- 11.1 If the Client and the Contractor have agreed on an Agreement for a definite period of time, this will end by operation of law and the Client may not terminate the Agreement early. If the Client and the Contractor have agreed an Agreement for an indefinite period of time, the Client may terminate the Agreement in writing at the end of the month with due observance of a notice period of

two months. The Contractor has the right to terminate the Agreement in writing (prematurely) by the end of the month, without giving any reason, with due observance of a notice period of one month.

11.2 If the Client does not terminate the Agreement within two months prior to the planned work, the Client will owe the Contractor compensation in the amount of the costs quoted for the execution of the Agreement.

11.3 If the Client proceeds to early termination, the Contractor is entitled to compensation for the work already performed and the costs that it must reasonably incur as a result of the early termination of the Agreement (such as, among other things, costs related to subcontracting). In that case, the Client will also owe the Contractor a fee amounting to 2 months of work in accordance with the assignment granted. If the Contractor has proceeded with early termination, the Client is entitled to cooperation in the transfer of work to third parties, unless the termination is based on facts and circumstances that are attributable to the Client.

#### Article 12. DISSOLUTION & TERMINATION

12.1 The parties can dissolve the Agreement in whole or in part without notice of default and without judicial intervention by written notification with immediate effect if the other party is – whether or not provisionally – granted a suspension of payments, if the other party is declared bankrupt, if its company is liquidated or terminated or if all or part of the Client's goods are seized.

12.2 The Contractor may terminate the Agreement with immediate effect, and without any notice of default being required, by means of a written statement to the Client, if the Client fails to comply with one or more of the provisions of the Agreement or these General Terms and Conditions and/or the invoices sent are structurally late or not paid, without prejudice to the right of the Contractor to claim compensation from the Client.

#### Article 13. LIABILITY

13.1 The Contractor expressly excludes any liability and/or strict liability for direct damage, indirect damage, consequential damage, trading loss, lost profit, lost savings, reduced goodwill, damage due to business interruption, corruption or loss of data, errors in *identity* and *access* standards and protocols, damage caused by errors in software licensed by third parties, damage to crops and all other forms of direct and/or indirect damage caused by the Contractor, its subordinates and/or its auxiliaries, unless the damage is the result of intent or wilful recklessness.

13.2 If the exclusion of liability in the previous paragraph does not hold, the Contractor's liability is limited to once the invoice amount (excluding VAT) for the work from which the liability arises, at least in connection with which the

liability arose. Compensation for the damage is in all cases limited to the amount that is paid out according to the Contractor's professional liability insurance, increased by the amount that is part of the Contractor's deductible. If the assignment that is carried out on the basis of the Agreement has a longer lead time than twelve months, the total liability under the Agreement is limited to a maximum of once the amount of the fee that the Client has paid and/or is still owed to the Contractor over the last twelve months for the specific work performed under the Agreement from which the errors arise.

13.3 The Client fully indemnifies the Contractor against all third-party claims against the Contractor.

13.4 The Contractor is not liable for negligence or errors by (third) persons that it has engaged in the context of the assignment.

13.5 Claims rights of the Client and other powers against the Contractor, arising for whatever reason from the Agreement, lapse after the expiry of one year after the damage for which the Contractor is held liable has first occurred and in any event after five years after the event causing the damage has occurred.

#### Article 14. TRANSFER RIGHTS AND OBLIGATIONS

14.1 The Client is not permitted to transfer (any obligation under) the Agreement or any claims against the Contractor to third parties, unless the Contractor expressly agrees to this in writing.

14.2 The Client is not permitted to transfer any (payment) obligations under the Agreement and these General Terms and Conditions to a third party without the Contractor's prior written consent.

#### Article 15. APPLICABLE LAW AND CHOICE OF FORUM

15.1 All legal relationships between the Contractor and the Client are exclusively governed by Dutch law.

15.2 All disputes relating to relationships between the Contractor and the Client governed by these General Terms and Conditions will be submitted exclusively to the judgement of the competent court in Amsterdam.

January 2022