

TERMS AND CONDITIONS OF THIRONA B.V.

1. Definitions

In these terms and conditions (the “**Terms and Conditions**”) the terms listed below are defined as follows:

- 1.1. **Agreement** shall mean any oral or written agreement between Thirona and Client under which Thirona has agreed to render Services to the Client, any amendment or supplement thereto and all (legal) acts in preparation and/or execution of that agreement.
- 1.2. **Client** shall mean the entity purchasing the Services from Thirona or the entity that has otherwise entered into an Agreement with Thirona subject to these Terms and Conditions.
- 1.3. **Party** shall mean the Client or Thirona, together the **Parties** that have entered into an Agreement.
- 1.4. **Personal Data** shall mean any information provided by Client to Thirona under the Agreement relating to an identified or identifiable natural person. For the purpose of these Terms and Conditions, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and includes special categories of personal data, such as data concerning health.
- 1.5. **Thirona** shall mean Thirona B.V., a limited liability company incorporated under the laws of the Netherlands, with its registered offices at Toernooiveld 300 Mercator 2 g (6525EC) Nijmegen, registered in the Chamber of Commerce under number 60119063.

2. Applicability

- 2.1. These Terms and Conditions govern the offering, sale and rendering of all services (the services herein referred to as the “**Services**”) from or on behalf of Thirona to Client and apply to all similar dealings between Thirona and Client, including all requests for offers and orders by the Client with respect to the purchase of Services and all legal relationships arising from the foregoing.
- 2.2. These Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the rendering of Services and shall apply in preference to and supersede any and all terms and conditions submitted by the Client. Failure of Thirona to object to terms and conditions set by the Client shall in no event be construed as an acceptance of any terms and conditions of Client.
- 2.3. Any change, addition or deviation from the quotation or offer provided by Thirona, these Terms and Conditions or any Agreement shall be valid only if agreed in writing by the authorized representatives of the Parties.
- 2.4. Any electronic communication between the Parties shall be considered to be a “writing” and/or “in writing”. The electronic communication system used by Thirona will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

3. Quotation, Agreement and Services

- 3.1. Quotations or offers made by Thirona in whatever form, are not binding upon Thirona and merely constitute an invitation to the Client to place an order. All quotations issued by Thirona are revocable and subject to change without notice. Orders are not binding until accepted by Thirona in writing. Thirona shall be entitled to refuse an order without indication of its reasons.
- 3.2. An Agreement shall come into effect upon the written acceptance by an authorized representative of Thirona of (i) a Client’s written acceptance of a quotation provided by Thirona or (ii) an order by a Client.
- 3.3. If, and insofar as an Agreement has not yet been concluded in accordance with Section 3.2, the Agreement will be considered as concluded under these Terms and Conditions as soon as Thirona starts rendering Services to the Client at its express written or oral request.

- 3.4. Thirona shall render the Services in a professional manner, in conformity with good industry practice with due observance of the applicable (inter)national laws and regulations.
- 3.5. Unless expressly stated otherwise in the Agreement, any times or dates for the rendering of Services by Thirona are estimates and shall not be of the essence. Thirona is entitled to render the Services as stated in the Agreement in parts and to invoice separately. In no event shall Thirona be liable for any delay in rendering the Services. Delay in rendering the Services shall not relieve the Client of its obligation to accept the Services and to pay the rate specified in the Agreement for the Services rendered.
- 3.6. Thirona will determine the manner in which the Agreement will be executed and will be entitled to engage third parties as subcontractor in the execution of the Agreement without any notice thereof to the Client.
- 3.7. Any delivery shall take place Ex Works (EXW) ICC Incoterms 'Toernooiveld 300, 6525 EC Nijmegen, The Netherlands'.
- 3.8. The ownership of the results of the Services shall not pass to the Client, and full legal and beneficial ownership of such results shall remain with Thirona, unless and until Thirona has received payment in full for the Services rendered.

4. **Personal Data and Information**

- 4.1. Parties acknowledge and agree that Thirona requires Personal Data to perform certain Services. The Personal Data shall be processed by Thirona solely in accordance with Regulation (EU) 2016/679 and article 9(2)(h) and 9 (3) in particular, and the Dutch Data Protection Act or any legislation or regulation replacing or succeeding such Regulation or Act. Parties acknowledge and agree that the processing of Personal Data by Thirona as part of the Services is subject to the authorization of the responsible professional subject to the obligation of professional secrecy.
- 4.2. The Client shall provide Thirona timely with the Personal Data and other relevant information, documentation and data (the "**Client Information**") required to render the Services. Personal Data provided by the Client shall be pseudonymized in such a way that the Personal Data can no longer be attributed to a specific data subject without the use of additional information and such additional information is kept separately by the Client and not provided to Thirona. Thirona is not obligated to commence the rendering of the Services before it has received the required Client Information in the agreed form within the agreed term. If Thirona receives the information later than agreed, the estimated term for the rendering of the Services will be extended by the duration of this delay.
- 4.3. The Client shall provide the Client Information preferably through the secure internet servers of Thirona. Client Information received in an alternative way shall be copied to such servers and the original data carrier shall be destroyed or securely wiped. Thirona shall not act as a back-up provider and excludes any liability for the loss of Client Information in the transfer thereof to or at its premises.
- 4.4. Thirona shall delete and permanently remove any Personal Data upon completion of the Services, or earlier if so requested by the Client by written notice.

5. **Acceptance and Payment**

- 5.1. The Client shall within seven (7) calendar days following the receipt of (the results of) the Services complete any acceptance tests. If the Client does not notify Thirona in writing of any non-conformance of the Services in view of the Agreement, all Services rendered will be deemed accepted by the Client.
- 5.2. The Client shall pay Thirona the fees and expenses specified in the Agreement within thirty (30) days following the date of Thirona's invoice for Services rendered, by means of transfer into the bank account mentioned on the invoice. All payments shall be made without any deduction on account of any taxes and free of set-off or other counterclaims. Prices and fees specified in the Agreement do not include value added tax.

- 5.3. Thirona may, without prejudice to any other rights of Thirona, increase the amount of any overdue payment with ten percent (10%) with a minimum amount of one hundred (100) euros and may further charge an interest of one percent (1%) per month, from the due date computed on a daily basis until all amounts outstanding are paid in full.
- 5.4. In the event that full payment has not been received on any outstanding payment within thirty (30) days, Thirona has the right to immediately suspend (further) execution of the Agreement until all amounts outstanding are paid in full.
- 5.5. If any facts or circumstances give Thirona good reason to fear that the Client will not fulfil its obligations under the Agreement, or will not fulfil them (or have them fulfilled) in full, the Client shall, immediately at the first request of Thirona provide sound security (in the form of pledge, surety or otherwise) for the payment(s) owed and/or make an advance payment. If the Client fails to provide such a security or advance payment, Thirona has the right to immediately suspend (further) execution of the Agreement, and all amounts owed by the Client will become immediately due and payable.
- 5.6. Any complaint with respect to the invoice must be notified to Thirona in writing within seven (7) calendar days after the date of invoice. Thereafter the Client shall be deemed to have approved the invoice.

6. **Confidential Information**

- 6.1. Each Party shall keep secret and shall not disclose any information of a confidential nature obtained from the other Party in relation to the Agreement or during its execution (“**Confidential Information**”) for a period of five (5) years after the disclosure thereof, with the exception of Confidential Information that:
 - i. is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public;
 - ii. was already known by the receiving Party before receiving the Confidential Information from the disclosing Party or is hereafter rightfully disclosed to the receiving Party by a third party legally permitted to make such disclosure without restriction on use or disclosure;
 - iii. is permitted to be disclosed by receiving Party pursuant to the prior express written consent of disclosing Party;
 - iv. is required to be disclosed pursuant to applicable law, however, disclosing Party shall give receiving Party prompt written notice sufficient to allow disclosing Party to take whatever action it deems necessary to protect its Confidential Information.
- 6.2. Each Party shall use the Confidential Information of the other Party solely in the context of the Agreement. Parties will impose their obligations under this Article 6 to any third party engaged by them.
- 6.3. All Confidential Information (including all copies thereof) shall at all times remain the property of the disclosing Party and shall be returned to the disclosing Party upon the first request of that Party thereto and in any event upon completion of the Services, except that the receiving Party may retain one copy of the Confidential Information solely for legal, archival purposes.

7. **Intellectual Property and Anonymized Data**

- 7.1. The Client shall retain all right, title and interest in any and all intellectual property right in and to the Client Information provided to Thirona under the Agreement and the results of the Services upon receipt thereof subject to Section 3.8.
- 7.2. Thirona shall own all right, title and interest in any and all intellectual property rights developed or reduced to practice by Thirona (i) prior to the effective date of the Agreement or independent of the Services thereunder, and (ii) any and all improvements and modifications thereto developed in connection with rendering the Services or otherwise under the Agreement, and (iii) all inventions developed in connection with the Services

or otherwise under the Agreement, provided that the improvements, modifications and inventions are of general applicability and do not relate to any Client Information received from the Client.

8. **Term and Termination**

- 8.1. An Agreement is concluded for an indefinite period of time and ends upon completion of the Services, unless the Agreement is terminated earlier as provided in Article 8.2.
- 8.2. Each Party may forthwith terminate this Agreement with immediate effect and without prejudice to any of its other rights under this Agreement, and in addition to any other remedies available to it by law or in equity, by registered letter to the other Party in the event that:
 - i. the other Party fails to comply with its material obligations arising from the Agreement and, if capable of remedy, is not remedied within thirty (30) days after receipt of a written notice from the other Party by registered letter specifying the nature of the breach, and stating its intention to terminate this Agreement if such breach is not cured;
 - ii. the other Party becomes or is declared insolvent or a petition in bankruptcy has been filed against it or in the event a receiver or custodian is appointed for its business, or if a substantial portion of its business is subject to attachment or similar process and such application, assignment, commencement, filing, or corporate action continues for, and/or is not otherwise discharged or withdrawn on or before, a period of thirty (30) days.
- 8.3. If Thirona terminates the Agreement pursuant to Section 8.2 above, the Client is obliged to pay the fee for any Services rendered by Thirona until the effective date of termination. The Client shall, furthermore, reimburse to Thirona all costs that will be reasonably incurred by Thirona after the effective date of termination of the Agreement pursuant to commitments entered into by Thirona prior to the effective date of termination provided, however, that Thirona will use commercially reasonable efforts to mitigate such costs.
- 8.4. The terms of Article 6 of these Terms and Conditions shall survive 5 (five) years after termination or expiration of the Agreement. Sections 5.3, 8.3 – 8.5 and 11.3, and Articles 4, 7 and 12 shall survive for an indefinite period of time. In addition, any other provisions which are required to interpret and enforce the Parties' rights and obligations under the Agreement shall also survive any termination or expiration of this Agreement, but only to the extent required for the full observation and performance of the Agreement.
- 8.5. Upon termination or completion of the Agreement, the Parties shall return all Confidential Information received from the other Party.

9. **Warranties, Liability and Indemnification**

- 9.1. The Client warrants and represents to Thirona that:
 - a. the Personal Data provided by Client to Thirona under the Agreement or otherwise is obtained and processed in full compliance with all applicable laws and regulations, including the EU Regulation 2016/679 and any EU legislative instrument superseding, amending, or replacing this Regulation, and the national laws dealing directly or indirectly with personal data, including the Dutch Data Protection Act (the “**Data Protection Laws**”);
 - b. the Personal Data provided by Client to Thirona under the Agreement or otherwise is provided for a purpose set out in article 9(2)(h) Regulation (EU) 2016/679 and the use thereof by Thirona for the Services is authorized by the responsible professional subject to the obligation of professional secrecy;
 - c. the technical and organizational measures used by Thirona to store and use the Personal Data for the Services are considered appropriate by Client;
- 9.2. Thirona (and any third party engaged by Thirona in the execution of the Agreement) accepts no liability and hereby excludes any liability for any consequential or indirect losses, loss of profits, loss of business (opportunities), loss of data, loss of goodwill, loss of expected savings or any other form of special damages.

- 9.3. To the extent permitted by applicable law and save for gross negligence or willful misconduct of Thirona or its officers, the total aggregate liability of Thirona arising or related to (i) these Terms and Conditions, (ii) the Agreement, (iii) the law or (iv) noncontractual liability or otherwise shall be limited to the direct damages to the extent actually suffered by the Client and shall not exceed the lowest of the following amounts: one hundred thousand euros (€ 100.000) or the total amount of fees payable by the Client to Thirona under the Agreement.
- 9.4. The Client shall defend, indemnify and hold harmless Thirona and its respective officers, directors, employees and successors and permitted assigns (collectively, "**Thirona Indemnitees**") from and against any and all damages (including awarded by any court or administrative authority), liability, costs and expenses, including legal costs (together the "**Losses**"), in each case arising out of third party demands, claims, actions and lawsuits that are asserted or alleged against any Thirona Indemnitee arising out of or in connection with: (i) the Client's negligence, acts or omissions and/or non-compliance with the applicable laws, or (ii) any breach of the Terms and Conditions or the Agreement, including any breach of warranties, or the gross negligence or wilful misconduct of Client in the performance of its obligations or exercise of its rights under the Terms and Conditions and/or the Agreement, always provided that this indemnity shall not apply if such third party action arises from the negligence or willful misconduct by Thirona Indemnitees.
- 9.5. Any claim for compensation against Thirona shall lapse if such claim has not been notified to Thirona in writing within one year after the grounds on which the claim is based are known to the Client or could have been reasonably known to the Client.
- 9.6. The provisions in this Article 9 shall also apply for the benefit of all third parties engaged by Thirona in executing the Agreement.

10. **Force Majeure**

- 10.1. A Party shall not be obliged to perform any obligation if it is prevented from doing so by a situation of force majeure. "**Force majeure**" shall also include a situation of force majeure for Thirona's suppliers, as well as defects in objects, materials or software of third parties which the Client has required Thirona to use.
- 10.2. If a situation of Force Majeure lasts for more than ninety (90) calendar days, the Parties shall be entitled to terminate the Agreement by rescinding it in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately, without the Parties otherwise owing each other anything

11. **Miscellaneous**

- 11.1. Parties may communicate with each other by electronic mail. Parties recognize the risks associated with electronic mail including, but not limited to, distortion, delays, interception, manipulation and viruses. Parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between Thirona and – irrespective of the form – third parties including, but not limited to the Dutch tax authorities. The parties shall do or omit all that can reasonably be expected of them to avoid such risks. If a Party should be in doubt as to the content of an electronic message received, the content of the message originating with the sender shall be decisive.
- 11.2. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect or limit the validity or enforceability of any other provisions hereof. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.

11.3. The Client cannot assign its obligations and rights under the Terms and Conditions, a quotation or offer by Thirona or any Agreement to a third party without the prior written consent of Thirona.

11.4. In case of conflict between these Terms and Conditions and an Agreement, the provisions of the Agreement shall prevail.

12. **Applicable law and jurisdiction**

12.1. These Terms and Conditions, any quotation or offer made by Thirona or any Agreement shall be governed exclusively by the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

12.2. All disputes arising from these Terms and Conditions, any quotation or offer made by Thirona or any Agreement, including disputes regarding its existence and validity, that the Parties cannot resolve in mutual consultation, shall be settled by the competent court in the district of Arnhem, the Netherlands.