

Code of Conduct

Embla Consulting B.V.

1. DEFINITIONS

- 1.1 **Embla** shall refer to Embla Consulting B.V., Dutch Chamber of Commerce reg. no. 90853717, with registered address at Keizersgracht 62, 1015CS Amsterdam, Netherlands.
- 1.2 **Customer** shall refer to such company and/or person ordering or purchasing products or services from Embla, or intending to. Embla and Customer are jointly referred to as the “Parties” and individually to as a “Party”.
- 1.3 **Assignment** shall refer to the task or piece of work or services that Customer is allocating, or would like to allocate, to and buy from Embla.
- 1.4 **General Terms** shall refer to Embla’s General Terms and Conditions of Sale and shall apply to Services, quotations, offers, activities, orders and agreements provided by Embla and no other terms or conditions shall apply to such unless explicitly agreed in writing by the Parties with explicit reference to these General Terms stating which parts of the General Terms no longer apply.
- 1.5 **Agreement:** shall refer to the mutually signed consultancy contract in writing between the Parties, and where General Terms form an integral part, and any attachments or documents and terms attached to the consultancy contract, containing a description and pricing of the Service. In case of any contradiction between any provisions in General Terms and any other document applicable between the Parties, precedence shall, to the extent possible, be given in the following order: (i) acceptance document by Embla, (ii) Embla’s quotation, (iii) these General Terms, and (iv) any other applicable document pertaining to the specific order. The agreement documents are in such case jointly referred to as the Agreement.
- 1.6 **Confidential Information:** any and all information provided by one Party to the other in any form whatsoever, either orally or in writing, electronically or in print (i) that is marked as confidential, or (ii) which the parties should reasonably understand to be regarded as confidential. Trade secrets and pricing information of Embla as well as personal data always qualify as confidential information.
- 1.7 **Intellectual Property Rights** are all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, neighbouring rights, patent rights, trade-secrets and rights to know-how, and all rights and forms of protection of a similar nature or having a similar effect to any of these anywhere in the world.

2. COMPLIANCE WITH LAWS

In all its activities, Embla will ensure it conduct business in compliance with the applicable laws, rules, and regulations of the jurisdictions in which they operate.

3. RESPONSIBLE TREATMENT OF INDIVIDUALS, ASSETS & ENVIRONMENT

Embla shall maintain workplaces characterized by professionalism and respect for the dignity of every individual with whom Embla interacts with. Embla will not tolerate harassment, discrimination, violence, retaliation, and other disrespectful and inappropriate behaviour. Embla must abide by applicable employment standards, labour, non-discrimination, and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, Embla is committed to non-discrimination principles and not to operate in a way that differentiates unfairly. Embla shall provide healthy and safe workplaces and comply with relevant health and safety laws of the jurisdictions and Customers’ site in which it operates. Embla is committed to operate in an environmentally considerate and sustainable modus operandi, and assist and guide Customer in reducing its environmental footprint, conduct its business and provide its products and services in an environmentally responsible way.

4. KNOW HOW, EXPERIENCE, AND COMPETENCIES

Embla shall always use its expertise, network, skills and work capacity to the best of their ability. Embla shall solely accept Assignments for which they have referenced knowhow and competencies to execute them. Embla shall clearly indicate to the Customer at the offer stage its know-how, experience and track record regarding the Assignment, clearly indicating which parts of the Assignment that might be subcontracted. Embla shall always strive to present its updated team on its website or otherwise, so that Customer can easily identify the individuals responsible for the assignment without any misinterpretation as to their affiliation. Embla must remain up to date with the official requirements, and thus commit to regularly consult official documentation provided by Customer or applicable regulatory bodies. Embla performs the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

5. ETHICS

Embla will not accept an Assignment for which it has reason to believe it cannot assist Customer effectively or in a timely manner. Embla will always maintain the highest ethical standards in the professional work it undertakes and act solely in the interests of Customer, avoiding conflicts of interest. Embla will not use Confidential Information made available by Customer, or other customers, to benefit another. Embla will not at any time or for any purpose misrepresent itself through the use of any title, symbol, logo by a customer that could either lend false authority to its representatives or mislead Customer. Except when Embla is hired to develop only a fraction of an assignment, Embla will not accept Assignments that are not financially viable (e.g. consulting costs exceeding the net monetary benefit) for Customer, unless Customer is fully aware and is willing to proceed with the Assignment on this basis. Embla will not accept an Assignment if Embla is not financially viable or there is a high risk that Embla will cease activity during the Assignment period. Embla shall inform Customer before accepting the Assignment of all documents and data required to prepare for the Assignment unless the Parties agree on something else or the nature of the Assignment does not allow for it. Upon request, Embla will inform Customer about its data protection standards of handling personal data provided by Customer. In case Embla has good reasons to believe that Customer will not be able to provide all the required information and documents, or Customer will not have enough time or staff to

assist with the preparation, for the Assignment, Embla shall advise Customer about such shortcomings and possibly not accept the Assignment. Embla shall provide such documents and information which Embla deems sufficient to deliver the Services. In its relationship with Customers’ staff, Embla shall not try to gain improper advantage or preferential treatment for other relationships Embla may have with Customer. The nature of gifts or entertainment must not, by their quality, quantity, or timing, be used by Embla to gain improper advantage or preferential treatment. Embla will maintain appropriate records of exchanges of gifts and entertainment with Customers’ staff.

6. TRANSPARENCY

Where Embla has economic or other interests in a competitor or other entity or body that can affect Customer’s best interests, all such relationships shall be disclosed to Customer at the quote stage and well before receiving relevant and confidential information from Customer. If this is not possible for confidentiality reasons, Embla will protect Confidential Information by allocating different human resources or teams to the projects, i.e. “Chinese walls”. In case Embla is advising other customers that are direct market competitors to Customer, Embla will inform Customer and receive formal approval that Customers is willing to proceed with the use of Embla’s services, before receiving any documents/information from Customer. Embla is obliged to provide Customer with access to all electronic or analogue documents or accounts related to the Assignment. In case of subcontracting activities, Embla shall inform Customer of the activities to be subcontracted and the associated information and documents belonging to Customer that will be shared with the subcontracting party. In case of subcontracting activities or tasks in the development process of Assignment, Customer shall approve subcontracted tasks and the subcontractors prior to their engagement. Pending Customer’s requested and preferred fee structure, Embla will provide a transparent fee structure that is transparent and clearly stating the distribution of work including activities performed by any external party, which may represent an additional cost to Customer. In the scope of service provision to Customer, Embla shall inform and seek prior permission from Customer for the use of any AI-based tools, including generative AI. Embla must explain to Customer the purpose of these tools and the type of information and data which will be shared when using the tools. Upon request and in case Customer do not consent to the use of AI-based tools, a clear opt-out mechanism must be made available to Customer. In all cases, when using AI-based tools, Embla must comply with all relevant European and national legal frameworks (e.g. the forthcoming AI regulation, the GDPR, the national legal framework for processing of personal data). Embla will not mislead Customer by providing a false track record of its other clients and assignments, or else try to overstate Embla’s deliveries.

7. CONFIDENTIALITY

Terms of confidentiality should be agreed in writing and signed by both Embla and Customer. A Party shall not disclose, or permit to be disclosed, Confidential Information concerning the other Party’s business and staff, project, innovation activities, technology, products and services, or any other sensitive information without the other Party’s consent. A Party must ensure Customers’ approval prior to including any references to Customer and/or Customers’ staff by name or title in any marketing materials or endorsements.

8. QUALITY

Embla, prior to undertaking the Assignment, shall define in writing the scope, extent and the manner in which it will undertake the project, taking into consideration Customer’s inputs and wishes when developing the proposal. Unless agreed with Customer in writing, Embla will not knowingly accept an Assignment with a scope so limited, that Customer will receive either ineffective or insufficient advice, that will require Customer to seek additional advice to achieve the expected outcome. Where Embla wishes to engage the services of a third party not linked with Embla to assist in undertaking Customer’s project, Embla will inform Customer of the parts to be subcontracted and obtain acceptance in writing or by formal agreement with Customer. Embla is (also) required to ensure that third parties involved in the Assignment act in line to this Code of Conduct and Embla will ensure that their quality control procedures are adhered to at all times during the Assignment. Embla shall pay particular attention to keeping a record of activities performed during the Assignment and, if requested by Customer, perform an evaluation analysis together with Customer on the occasion of key milestones.

9. CONSULTANCY & OTHER FEES

Embla and Customer shall agree upon the terms of the Agreement and in particular the methods of calculation of the fees payable in case they are not fixed. The price must be clear and in case it depends on the success of the application or on other circumstances, the criteria to calculate the final price must be simple and transparent to implement for both Party’s. Unless agreed on by both Party’s in writing, Embla will not assume or propose to Customer, as the only option for reimbursement, to own, partially or totally, or request long-term rights to, some of Customer’s assets, including intellectual property and company shares. In cases where Customer prefers to remunerate Embla through a share of Customer’s assets (e.g. IPRs, shares), Embla shall provide an option to Customer to buy back those assets at a fixed price within a set period (e.g. three years). If the fees proposed by Embla do not include project management costs, and in case the Assignment leads to such and is successful, Embla’s proposal must clearly state in writing that such project management costs are not included. Ideally, Embla should provide clear guidance in terms of expected fees for the management of the project in advance. **Limitation of liability**

10. FINAL PROVISION

By adhering to this Code of Conduct (based on EIC’s Code of Conduct), Embla is accepting to bring in place suitable measures which are designed to monitor and give proof of the adherence to this Code of Conduct.