

General Terms and Conditions of Sale

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. Embla and Customer are jointly referred to as the "**Parties**" and individually to as a "**Party**".
- 1.3 **Service(s)** are any services and know-how that Embla can provide to Customer. Services offered by Embla may be amended from time to time due to inter alia Embla's desire to improve functionality, quality, and performance of its Services.
- 1.4 **General Terms** shall refer to the general terms and conditions of sale in this document 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 **Quotation** is an offer made by Embla in writing or orally containing the pricing of its Service. Sending Customer an Agreement can also be seen as an offer made by Embla. Quotation from Embla are without engagement, unless expressly stated otherwise. Quotation is valid for a maximum period of 1 month from its date unless another acceptance period is stated in Quotation. If Customer does not accept Quotation within the applicable time frame, Quotation will lapse. Quotation do not apply to repeated orders unless the Parties have agreed upon this explicitly and in writing. Upon acceptance of Quotation without engagement, Embla reserves the right to withdraw Quotation within 3 days after receipt of the acceptance, without any obligations towards Customer. Verbal acceptance of Customer only commits Embla after Customer has confirmed this in writing (or electronically).
- 1.6 **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.
- 1.7 **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.
- 1.8 **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.
- 1.9 **Effective Date:** the date of execution of the Agreement

2. Performance of Agreement; warranty, order, cancellation and deliveries

- 2.1 The Agreement and its Services are limited to contain best-effort obligations and no obligations of results on behalf of Embla.
- 2.2 Embla performs the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 2.3 The performance of the Agreement progresses in mutual consultation while Customer is responsible for that Embla can start the performance of the Agreement on time. In case Customer has not secured that Embla can start the performance of the Agreement in time, the possible resulting additional costs and/or time may be charged to Customer by Embla.
- 2.4 Embla retains the right to engage a subcontractor to fulfil its obligations under these General Terms. If Embla engages a subcontractor, Embla shall be liable for such subcontractor's performance as for its own obligations.
- 2.5 Customer orders do not become binding for the Parties until after written confirmation by Embla. Embla is under no obligation to confirm or refuse any order within any specific time unless agreed upon between the Parties in writing.
- 2.6 Embla may, at its sole discretion, consider a cancellation or amendment request ("**Cancellation**"). Embla reserves the right to invoice a cancellation fee of one thousand Euro (€1,000) for any accepted Cancellation. If a cancellation is received by Embla later than fourteen (14) calendar days for any customer specific order, from the date when the order was confirmed by Embla, Embla reserves the right to require payment of part of, or the full order value of Cancellation as a prerequisite for any acceptance or a minimum of €1,000.
- 2.7 Delivery dates and time stated by Embla are Embla's best estimate and may be amended from time to time. Embla shall keep Customer informed of any delivery date amendment.
- 2.8 Embla is at all times obliged to inform Customer in case of that costs and time spent on the performance of the Agreement are deemed to exceed what the Parties have either agreed on. Embla's failure to do so, may result in that Customer is not obliged to compensate Embla for such extra costs and time.
- 2.9 If delivery is delayed by more than two (2) weeks from Embla's initial estimate, Customer may request that delivery take place within a reasonable and final period of time, which may not be later than four (4) weeks from the initial estimate. If Embla is unable to deliver within such period, and this is not subject to any circumstances attributable to Customer, Customer shall be entitled to cancel the affected specific order within ten (10) days from such delay or information of a new estimated date of delivery.
- 2.10 If prior to an actual delay, Embla has informed Customer of a new expected date of delivery, extending the calculated time of delivery with more than four (4) weeks, Customer is entitled to cancel the order, provided that the cancellation is made in writing within five (5) days from the time Embla informed Customer of the new calculated time of delivery. Should Customer not cancel the order within such time, the new time of delivery stated by Embla shall be considered as accepted.
- 2.11 Customer's right to cancel orders in accordance with the provisions in this Section 2 constitutes the only remedy for Customer in the event of delay, and Customer is therefore not entitled to damages, penalties or other compensation in connection with any delay or cancellation.
- 2.12 If Customer anticipates that it will be unable to accept delivery of the Products at the estimated time for delivery, Customer shall notify Embla in writing within two (2) weeks

prior to agreed delivery time, stating when Customer is able to accept delivery. Embla shall arrange for delay of Services for a max. period of four (4) weeks, unless agreed otherwise, after which period Embla is entitled to terminate the Agreement in whole or in part and claim compensation for any and all cost or losses caused by reason of Customer's default.

- 2.13 If Customer requests additional services, which go beyond the scope of the Agreement and the Services described therein, Embla may issue a Quotation for such additional services, however without obligation to issue such Quotation or comply with such a request.

- 2.14 Customer is obliged to provide all information and cooperation necessary for a correct execution of the Agreement. In case Customer fails to do so, the Effective Date can be changed by Embla and Customer is responsible for all deriving costs thereof.

3. Documents and proprietary information

- 3.1 Unless otherwise agreed in writing between the Parties, all documents and proprietary information submitted by Embla to Customers relating to the Agreement, shall remain the exclusive property of Embla. Such documents and information received by Customer shall not, without the consent of Embla, be used for any other purpose than that for which they were provided. They may not, without the consent of Embla, otherwise be used or copied, reproduced or communicated to a third party.

- 3.2 Embla shall provide such documents and information which Embla deems sufficient to deliver the Services.

4. Prices and payments

- 4.1 Embla may, at the conclusion of the Agreement, always be entitled to require down payment prior to delivery unless otherwise explicitly agreed upon by the Parties.

- 4.2 As compensation for the Service, Customer is required to pay the agreed upon hourly consultancy and travel rates and downpayment fees, as stated in the Agreement within fourteen (14) calendar days after the date of invoice, which may be issued by Embla upon acceptance of an order, unless agreed otherwise in writing.

- 4.3 All prices are in Euro (€) excluding (to the extent applicable) VAT, state sales tax, any other taxes, fees, transportation costs and necessary accommodation costs. Such taxes, fees and costs shall be paid by Customer in addition to the stated prices for the Services.

- 4.4 Payment shall be made in full as stated in the invoice from Embla without any right of set-off or deduction. Payment terms are considered as fatal payment terms, i.e. in case Customer has not paid the agreed amount at the last day of the payment term, Customer is legally in default, without Embla having to send Customer a reminder or to put him in default.

- 4.5 Should Embla's cost for delivery of the Services materially increase due to changes in exchange rates, taxes, duties or governmental charges or due to any cost increases for inter alia materials, delivery, parts, wages or insurance, Embla shall have the right to amend the Agreement accordingly unless otherwise explicitly agreed upon in the Agreement. Embla shall notify Customer of such price increases and Customer shall be entitled to cancel any orders affected by the price increase, provided that such cancellation is made by written notice to Embla within one (1) calendar week from Embla's notification. In any case, and due to inflation, increased costs and other circumstances, Embla is entitled to raise the agreed upon fees with a maximum of three percent (3%) once every calendar year.

- 4.6 If payment is not received within the aforementioned period, statutory interest will be owed and Embla will send Customer a payment reminder providing Customer with an additional fourteen (14) days to pay the amounts owed in full. If the amounts due are not paid in full within the aforementioned additional fourteen (14) days, then Customer will be in default by operation of law and Customer will be liable to pay, in addition to the amounts owed, full compensation for extrajudicial and judicial collecting costs, including costs for lawyers, bailiffs and debt collection agencies, insofar permitted by law.

- 4.7 If Customer is in default, Embla is entitled to suspend the provision of the Services in part or in whole.

- 4.8 Delayed payment shall be considered a material breach of contract and shall entitle Embla to an additional interest payment of three percent per month until full payment is made. EMBLA shall in case of delayed payment also have the right to withhold deliveries of Products to Customer, demand that security for further deliveries be provided, amend the terms of payment and terminate the Agreement.

5. Liability for complaints

- 5.1 The Service shall in all material aspects comply with the specifications agreed on in the Agreement between the Parties.

- 5.2 Unless otherwise explicitly stated in these General Terms, no representation or warranty, express or implied, including without limitation any warranty of merchantability or fitness for any particular purpose, shall apply to any Service; all such representations and warranties are hereby disclaimed.

- 5.3 Customer must notify Embla in writing of any complaints relating to improper delivery of Services within two (2) weeks from the discovery of the complaint or, if this is earlier, within two (2) weeks from the date when the complaint should reasonably have been discovered. If these conditions are not fulfilled, Embla shall not be liable for the complaint and Customer shall not be entitled to exercise any remedies against Embla.

- 5.4 Provided that Customer has given notice in accordance with Section 5.3, Embla obliges itself to, at its own discretion and within thirty (30) days of Customer's notice, to remedy the complaint, or credit Customer for such portion of the purchase price received by Embla as may be reasonable considering the complaint in question. Embla shall carry any additional costs for such remedy. Customer shall have no right, without Embla's prior written consent, to remedy a complaint which have been notified as defective to Embla, or to let any third party do so. If Embla determines that the complaint cannot be attributed to Embla, the complaint will be rejected, and Customer shall reimburse Embla for any costs incurred on Embla's behalf in connection with investigating and remedying the complaint.

- 5.5 This Section 5 exhaustively sets out Embla's obligations in relation to liability for complaints, and no recourse shall be had to remedies under, local or international legislation, regulations, case law or other agreements.

6. Intellectual property rights

- 6.1 Unless otherwise agreed on between the Parties, Embla or Embla's licensors shall own all Intellectual Property Rights as defined in 1.8 relating to the Service and its results. Customer may not acquire any Intellectual Property Rights to the Services and its results by means of the Agreement. Customer hereby irrevocably assigns and transfers to Embla any Intellectual Property related to the Service and its results that arise or is obtained or developed as a result of the activities performed by a Party under the Agreement. Customer warrants that Intellectual Property assigned and transferred to Embla is free from all encumbrances.

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- 6.2 Should the use of Service delivered by Embla conclusively constitute infringement of third party intellectual property rights, Embla shall at its own expense and at its own discretion either (i) ensure Customer's right to continue to use the Service and its results, (ii) substitute the Service and its results with an equivalent non-infringing Service, or (iii) repay the original purchase price paid by Customer for the Service. Embla shall have no liability towards Customer for costs or damages resulting from any infringement of third-party intellectual property rights caused by the use of the Service and its results by Customer or third party.
- 6.3 Customer shall immediately and in writing notify Embla if a third party addresses any claim towards Customer due to a Service infringing or is claimed to infringe a third party's intellectual property right.
- 7. Indemnity**
- 7.1 Customer agrees to indemnify, hold harmless, and defend Embla, from any and all liabilities (including product liability and liability for infringements of third party intellectual property), losses, damages, costs, claims or lawsuits (including reasonable legal costs), settlements, judgement amounts and expenses, arising out of applying material, processes or other measures supplied or suggested by Customer, or Customer's use of the Services or by a third party on behalf of Customer, either separately or in combination with other services, regardless of whether or not such liabilities, claims or lawsuits result from negligent acts or omissions of Customer.
- 8. Limitation of liability**
- 8.1 Embla's liability shall at all times and without limitation for all reasons be limited to a) an amount equal to the price paid by Customer for the Service delivered by Embla to Customer during the six (6) previous months immediately prior to the claim or b) EUR 10,000, whichever is less.
- 8.2 Under no circumstances shall Embla at any time be liable for any incidental, punitive, consequential or indirect damages, including but not limited to loss of revenue, standstill costs or loss of data. To the maximum amount permitted by law, Embla shall not be liable for any damage caused to persons or property.
- 8.3 Customer shall without delay and in writing notify Embla of any liability demands imposed upon Customer in relation to the Service.
- 8.4 Any claim for compensation shall be barred by the mere expiry of a period of six (6) months after the damage causing incident has occurred.
- 9. Force majeure**
- 9.1 If and to the extent that a Party's performance of its obligations under the Agreement is made unreasonably onerous or is impeded by circumstances beyond its reasonable control, including e.g. general labour disputes, war, fire, lightning, acts of terrorism, pandemic, restrictions in energy supplies, amendments to regulations issued by governmental authorities, intervention by governmental authorities and faults or delays by subcontractors caused by any such circumstances referred to in this Section, the Party shall be released from liability for the fulfilment of such obligations. If a Party intends to claim relief by reason of any such circumstance as referred to in this Section, the Party shall without undue delay notify the other Party in writing accordingly. If the Party's performance is materially prevented for more than three (3) months as a result of any circumstance as referred to in this Section, the other Party shall be entitled to cancel any affected order in writing with immediate effect.
- 10. Confidentiality**
- 10.1 Neither Party shall, without the other Party's written consent, disclose any information to a third party (whether oral or written or in visual, electronic or tangible form) regarding or otherwise relating to the other Party's affairs or other business matters or otherwise use such information for any other purpose than the Party's performance of its obligations according to these General Terms. Notwithstanding the above, Embla shall have the right to disclose that Customer is a customer of Embla in its marketing activities.
- 10.2 Such confidentiality shall not apply to information which the Party can show became known to it otherwise than through the Parties' business relation or which is publicly known. Nor shall such confidentiality apply when a Party is required to disclose such information by law or any governmental or other regulatory authority, or pursuant to applicable stock exchange rules.
- 11. Term and termination**
- 11.1 Each Party shall have the right to terminate the Agreement by giving written notice to that effect to the other Party (i) if the other Party should commit a material breach of contract and neglects to remedy such breach of contract within thirty (30) days after receipt of notice to that effect, or (ii) if the other Party should declare itself insolvent, enter into liquidation, be declared bankrupt, initialize company reorganization, enter into composition proceedings or otherwise be considered as insolvent. The notice of termination shall be given without delay once the breach of contract becomes known or should have become known to the aggrieved Party.
- 11.2 In addition to the provisions stated above, Embla shall at all times have the right to terminate the Agreement for convenience, honouring any accepted outstanding orders, with three (3) months' notice.
- 11.3 On termination of the Agreement, regardless of the reason for such termination, provisions contained in the Agreement that are expressed or by their sense and context are intended to survive the expiration or termination of the Agreement, shall so survive the expiration or termination and continue in full force and effect.
- 12. Miscellaneous**
- 12.1 Customer may not assign nor transfer any part of its rights or obligations under the Agreement without the prior written consent of Embla.
- 12.2 Changes and additions to the Agreement, including these General Terms, must be in writing and duly executed by both Parties.
- 12.3 The Parties are independent legal entities that act and trade under their own names, for their own accounts and on their own risks. Nothing contained in these General Terms shall be construed as creating a partnership, joint venture or agency relationship between the Parties or as granting either Party the authority to bind or contract any obligation in the name of or on the account of the other Party or to make any statements, representations, warranties or commitments on behalf of the other Party.
- 13. Disputes and applicable law**
- 13.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the Dutch laws, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
- 13.2 To the extent not otherwise provided for in mandatory law, all disputes related to the Service or the Agreement will be submitted to the Court of Amsterdam.