



GENERAL TERMS AND CONDITIONS TRIFORCE CONSULTANCY B.V.

General

1. If one of the terms in bold is used in these General terms and conditions, the following definition is assigned to it:
2. **General terms and conditions:** these general terms and conditions, dated June 2023;
DUTCH CIVIL CODE (Dutch Civil Code): the Burgerlijk Wetboek (Dutch Civil Code)
Triforce: the person who accepts the assignment and thereby refers to the present conditions, namely the private company Triforce Consultancy B.V.;
Client: the other party of Triforce when entering into the Agreement whereby these General terms and conditions have been declared applicable;
Assignment: The assignment agreement, in which Triforce commits itself to the Client to perform certain Work;
Engagement Letter: a document from Triforce in which the General terms and conditions are declared applicable and in which the Assignment is described;
Agreement: the General terms and conditions and the Engagement letter together with any other documents and conditions that apply in the Triforce - Client relationship.
3. Unless the General terms and conditions expressly provide otherwise, the following applies to the interpretation of the General terms and conditions:
 - a. a reference to a person is considered to be a reference to a natural person, partnership or legal entity; and
 - b. the singular is considered to include the plural and vice versa and a reference to a masculine form is also deemed to include a reference to a feminine form and vice versa.
4. Client will only exercise any claims or recourse rights against Triforce and not against directors, shareholders, employees of Triforce.

Article 1 FORMATION OF THE AGREEMENT

1. The Agreement is established by signing the assignment confirmation whereby the General Terms and Conditions are approved. The Agreement is concluded at the moment that the signed assignment confirmation has been received in writing by Triforce. The Agreement will also be concluded immediately if the Agreement is signed by both Triforce and the Client. As long as the assignment confirmation has not yet been received and no Agreement has been signed by either Triforce or Client, Triforce reserves the right to deploy its (personnel) capacity elsewhere. The assignment confirmation is based on the information provided by the Client to Triforce at the time. The assignment confirmation is deemed to accurately and completely reflect the Agreement.
2. The Agreement takes the place of, and replaces, all previous proposals, correspondence, agreements or other communication, written or oral.
3. The Agreement is entered into for an indefinite period of time, unless it follows from the content, nature or purport of the Agreement that it has been entered into for a definite period of time.
4. Every agreement concluded between Client and Triforce is fully binding between them, unless Triforce dissolves within 12 days after the conclusion of that agreement.

Article 2 COOPERATION BY CLIENT

1. Client must ensure that all data and documents that Triforce requires in accordance with its judgment for the correct and timely execution of the tasks, as agreed in the Agreement,

timely and in the form and manner desired by Triforce, are made available to Triforce.

2. Client must ensure that Triforce is immediately informed of facts and circumstances that may be important in connection with the correct execution of the assignment.
3. Unless the nature of the Agreement dictates otherwise, Client is responsible for the accuracy, completeness and reliability of the data and documents made available to Triforce, even if they come through or originate from third parties.
4. Client must ensure that Triforce is provided with office space and other facilities that in Triforce's opinion are necessary or useful to execute the Agreement and that meet all (legal) requirements. This includes the use of computer, telephone and internet facilities. With regard to the (computer) facilities made available, Client is obliged to ensure continuity through, for example, adequate back-up, security and virus control procedures.
5. Unless the nature of the Agreement dictates otherwise, Client shall deploy the personnel deemed necessary by Triforce or have them deployed in order to enable Triforce to perform the work. If specific personnel is required, this will be agreed and recorded in the assignment confirmation. Client must ensure that his staff have the right skills and experience to perform the work.
6. The extra costs and extra fees arising from the delay in the execution of the Agreement, arising from the non-availability, late or improper provision of the requested data, documents, facilities and / or personnel are for Client's account.

Article 3 EXECUTION OF THE ASSIGNMENT

1. All work carried out on behalf of Triforce is carried out to the best of its knowledge and ability in accordance with the requirements of good workmanship. With regard to the intended activities, there is a best-efforts obligation on the part of Triforce, unless explicitly stipulated otherwise.
2. Triforce determines the way in which and by which employee(s) and / or third parties selected by Triforce the Agreement will be executed, while considering the requirements made known by Client as much as possible. If an employee(s) is named by name in the assignment confirmation, Triforce will endeavor to ensure that the employee(s) concerned remains available for the entire duration of the Agreement to perform the work. Notwithstanding the foregoing, Triforce has the right to replace such employees without consulting Client.
3. Triforce can first carry out more work than for which the Assignment has been provided, and charge Client if Client has given prior permission to do so.
4. If Client wishes to involve third parties in the implementation of the Agreement, he will only proceed to do so after having reached agreement with Triforce, since the direct or indirect involvement of a third party in the implementation of the Agreement may have important influence on the possibilities of Triforce to correctly fulfill the obligation from the Agreement.
5. Triforce maintains a work file with regard to the activities from the Agreement containing copies of relevant documents, which is the property of Triforce.

Article 4 CONFIDENTIALITY

1. Unless any provision of law, regulation or other (professional) rule requires otherwise, Triforce and anyone who carries out work under his responsibility that ensues from the Agreement, is obliged to maintain confidentiality



vis-à-vis third parties with regard to confidential information obtained from Client. Client can grant exemption in this regard.

2. Unless Client has given written permission, Triforce is not entitled to use the confidential information made available to him by Client for a purpose other than that for which the information was obtained. However, an exception is made in the event that Triforce acts for itself in civil, tax or criminal proceedings where this information may be important.
3. Unless there is any provision of law, regulation or other rule that Client is obliged to disclose or has been granted prior written permission by Triforce, Client will not disclose the content of reports, advice or other expressions of Triforce, whether or not in writing to third parties.
4. Triforce and Client will impose their obligations under this article on third parties to be engaged by them.

Article 5 INTELLECTUAL PROPERTY

1. Triforce reserves all intellectual property rights with regard to products of the mind which it uses or has used and / or develops or has developed in the context of the execution of the Agreement, and in respect of which it holds the copyright or other intellectual property rights or can assert them.
2. Client is expressly prohibited from reproducing, disclosing or exploiting those products, including computer programs, system designs, working methods, advice, presentations, reports and other mental products of Triforce, all in the broadest sense of the word, whether or not with the involvement of third parties. Reproduction, publication and / or exploitation is only permitted after obtaining written permission from Triforce. If the general terms and conditions of Client are also declared applicable when entering into the Agreement, a clause in which this permission is deemed to have been given by Triforce is explicitly rejected by Triforce. Client has the right to multiply the written documents for use within its own organization, insofar as the business interests of Client so require. In the event of premature termination of the Agreement, the foregoing shall apply mutatis mutandis.

Article 6 FEE

1. If after the conclusion of the Agreement, but before it has been fully implemented, tariff-determining factors such as wages and / or prices undergo a change, Triforce is entitled to adjust the previously agreed rate accordingly.
2. The fee of Triforce is exclusive of travel costs and expenses of Triforce and exclusive of invoices from third parties engaged by Triforce, insofar as no agreements have been made about this in the Agreement.
3. All rates are exclusive of turnover tax and other levies that may be imposed by the government.

Article 7 PAYMENT

1. Payment by Client must be made within 14 days of the invoice date, without reduction, discount or settlement of debts, unless explicitly agreed otherwise in the Agreement. Payment must be made in the currency indicated on the invoice, by transfer to a bank account as appointed by Triforce. Objections to the amount of the invoices submitted do not suspend the Client's payment obligation.
2. If the term mentioned under 7.1 is exceeded and Triforce has at least once demanded Client for payment within a reasonable period of time, Client is in default by operation of law. In that case, Client shall owe the statutory interest from the date on which the sum due has become due and payable until the time of payment. In addition, all costs of collection,

after Client is in default, both judicial and extrajudicial, will be borne by Client. If Triforce has to take collection measures after the due date, Client will owe extrajudicial costs in accordance with the "Extrajudicial Collection Costs (Standards) Act" (hereinafter: "WIK").

3. If, in the opinion of Triforce, the financial position and / or Client's payment history gives reason to do so, Triforce is entitled to demand that Client immediately provides (additional) security in a way to be determined by Triforce and / or give an advance. If Client fails to provide the required security, Triforce is entitled, without prejudice to its other rights, to immediately suspend further execution of its part of the Agreement and is all that Client owes Triforce for whatever reason, immediately due and payable.
4. If the Agreement has several Clients, Clients are jointly and severally liable to pay the full invoice amount insofar as the work for them has been carried out jointly.

Article 8 COMPLAINTS

1. Complaints with regard to the work performed and / or the invoice amount must be made known in writing to Triforce within 21 days after the date of dispatch of the documents or information Client complains about, or within 21 days after the discovery of the defect, if Client demonstrates that he could not reasonably have discovered the defect earlier.
2. Complaints as referred to in the first paragraph do not suspend Client's payment obligation. Client is not entitled under any circumstances to postpone or refuse payment of other services provided by Triforce based on a complaint relating to a particular service to which the complaint does not relate.
3. In the event of a justified complaint, Client can opt for adjusting the fee charged, correcting or re-performing the rejected work for free or not fully or partially complying with the Agreement against restitution in proportion of the fee already paid for by Client.

Article 9 TERM OF DELIVERY

1. If Client owes a prepayment or if he needs to provide the information and / or materials required for the execution, the term within which work must be completed does not start until the payment has been received in full by Triforce, respectively information and / or materials have been made entirely available to Triforce.
2. Because the duration of the Agreement can be influenced by all kinds of factors, such as the quality of the information and the cooperation that is provided by client, the terms within which the work must be completed can only be considered as final deadlines if this is explicitly stated in writing.
3. The Agreement cannot - unless it is established that implementation is permanently impossible - be terminated by Client for exceeding the term, unless Triforce also does not, or not fully implement the Agreement within a reasonable period announced to Triforce in writing after the agreed delivery period has expired. Termination is then permitted in accordance with Article 265 Book 6 of the Dutch Civil Code.

Article 10 TERMINATION

1. Client and Triforce can terminate the Agreement (early) at any time by registered letter with due observance of a reasonable notice period, unless reasonableness and fairness preclude termination or termination within such a period. The Agreement may be terminated (early) by either of the parties by registered letter without observing a notice period, if the other party is unable to pay its debts, or if a



receiver, administrator or liquidator has been appointed, the other party reaches a debt restructuring or ceases its activities for any other reason, or if the other party considers the occurrence of one of the above circumstances to be reasonably plausible in one party, or if a situation has arisen that justifies immediate termination in the interest of the terminating party.

2. If the Client has proceeded with (early) termination, Triforce is entitled to compensation for the occupancy loss that can be incurred and made plausible on Triforce's side, as well as additional costs that Triforce must reasonably incur as a result of the early termination of the Agreement (such as costs related to subcontracting), unless there are facts and circumstances underlying the termination that can be attributed to Triforce. If the Triforce has proceeded with (early) termination, Client is entitled to cooperate with Triforce in the transfer of work to third parties, unless there are facts and circumstances underlying the termination that can be attributed to Client. In all cases of (early) termination, Triforce retains the right to payment of the invoices for work performed by Triforce up until then, whereby the client will be provided with the provisional results of the work carried out up until then. Insofar as the transfer of work entails extra costs for Triforce, these will be charged to Client.
3. Upon termination of the Agreement, each of the parties must immediately hand over to the other party all goods, items and documents that are owned by the other party.

Article 11 LIABILITY

1. Triforce will perform the Assignment to the best of its ability. Triforce is only liable if Client demonstrates that Client has suffered damage as a result of an essential error by Triforce.
2. Triforce's liability, except for intent or deliberate recklessness on the part of Triforce's management, is limited to one time the fee for the assignment, but no more than the amount as paid by the insurer under the business and / or professional liability insurance as taken out by Triforce. If the Assignment concerns a duration agreement with a duration of more than 12 months, then the aforementioned fee is set at once the amount of the fee that was charged to Client in the 12 months prior to the occurrence of the damage.
3. Liability of Triforce for loss of data, commercial compensation, turnover, profit, goodwill (regardless of whether the foregoing should be regarded as direct, indirect or consequential damage), as well as for other indirect or consequential damage, is excluded.
4. Client indemnifies Triforce, its employees and the third parties engaged by Triforce with regard to all (imminent) claims of third parties arising in any way from or related to the Assignment, unless these claims are the result of intent or deliberate recklessness on the part of Triforce executives. This indemnity also relates to all damage (explicitly including legal costs) that Triforce, its employees or third parties engaged by Triforce suffer or will suffer in connection with such a(n) impending claim.

Article 12 AGREEMENT TAKEOVER

1. Client is not permitted (any obligation from) to transfer the Agreement to third parties, unless Triforce explicitly agrees. Triforce is entitled to attach conditions to this permission. At least Client then undertakes to impose all relevant (payment) obligations from the Agreement on the third party. Client remains liable at all times in addition to this third party for the obligations from the Agreement and the General terms and conditions, unless the parties explicitly agree otherwise.

2. In the event of an agreement takeover, Client indemnifies Triforce with regard to all third-party claims that may arise as a result of non-compliance or incorrect fulfillment of any obligation from the Agreement by Client and / or the General terms and conditions, unless any mandatory (inter)national law or regulation does not allow such a provision.

Article 13 INTERNET USAGE

During the performance of the work arising from the Agreement, Client and Triforce will be able to communicate with each other by electronic mail at the request of one of them. Both Triforce and Client acknowledge that the use of electronic mail involves risks such as - but not limited to - distortion, delay and virus. Client and Triforce hereby declare that they will not be liable towards each other for damage that may occur to one or each of them as a result of the use of electronic mail. Both Client and Triforce will do or fail to do everything that can reasonably be expected of each of them to prevent the aforementioned risks from occurring. In case of doubt regarding the correctness of the mail received by Client or Triforce, the content of the email sent by the sender is decisive.

Article 14 DUE DATE

Insofar as not stipulated otherwise in the Agreement, claims and other powers of Client against Triforce on whatever grounds expire, in any case after the expiry of one year from the moment when a fact occurs that the Client has these rights and / or can exercise its powers towards Triforce.

Article 15 REMAINING IN FORCE

The provisions of the Agreement and the General terms and conditions, of which it is explicitly or by their nature the intention that they remain in force even after termination of this Agreement, will afterwards remain in force and will continue to bind both parties.

Article 16 GENERAL TERMS AND CONDITIONS OF CLIENT

These General Terms and Conditions apply to the Assignment and / or Agreement and to all offers, tenders and agreements, whatever their name is, whereby Triforce undertakes or will undertake to perform Work for Client. The applicability of any purchase or general terms and conditions of Client is expressly rejected.

Article 17 APPLICABLE LAW AND CHOICE OF FORUM

1. Dutch law applies to all Agreements between Client and Triforce.
2. If one or more provisions of the Agreement or the General terms and conditions are destroyed or declared invalid, this does not affect the validity of the other provisions. Regarding all disputes arising from the Agreement, the judge of the place of residence of Triforce is competent, unless another court has jurisdiction pursuant to a mandatory legal provision.