

General Terms and Conditions

July 2025

These are the general terms and conditions of arcrole B.V. (hereinafter 'arcrole').

Article 1. Applicability and validity

- a. These general terms and conditions apply to all work performed by or on behalf of arcrole.
- b. Deviations from these general terms and conditions or deviations and/or additions to an assignment are only valid if they have been expressly agreed in writing between the parties.
- c. arcrole reserves the right to modify these general terms and conditions unilaterally. The most recent version of the general terms and conditions can be found on the arcrole website.
- d. The applicability of purchase conditions or other conditions of the client or third parties is expressly excluded.
- e. In case of conflict between a provision of these general terms and conditions and the offer or engagement letter, the provisions of the offer or engagement letter shall prevail.
- f. There is a Dutch and an English version of these general terms and conditions. In the event of any conflict between the Dutch version and the English version, the Dutch version shall prevail.
- g. If any provision of these general terms and conditions is void or annulled, the other provisions shall remain in full force and effect. In such case, arcrole and the client shall enter into consultation with the aim of agreeing on new provisions to replace the void or annulled provisions.

Article 2. Nature and performance of the assignment

- a. The legal relationship between arcrole and the client is an assignment within the meaning of article 7:400 and further of the Civil Code (BW). Assignments given to persons working at arcrole are considered to have been given exclusively to arcrole, even if it is the intention that an assignment will be carried out by a specific person. The effect of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is excluded.
- b. arcrole carries out assignments on the basis of a best-efforts obligation, unless expressly agreed otherwise in writing between the parties.
- c. The quotation, engagement letter and/or (other) communication between the parties sets out the way in which the assignment will be executed.
- d. arcrole will determine, based on the nature and scope of the assignment, which employees of arcrole will carry out the assignment.
- e. arcrole is authorised to engage third parties in the performance of its work.

Article 3. Information and cooperation

- a. The client shall provide arcrole with all necessary information in a timely manner and provide all reasonable cooperation to arcrole to enable arcrole to perform the assignment.
- b. The client guarantees the accuracy, completeness, and reliability of the information it provides, even if it comes from third parties.
- c. In connection with the continuity of the execution of the assignment, the client will appoint one or more contact persons for the duration of the assignment who have the necessary experience, authority, knowledge and understanding of the objectives desired by the client.
- d. arcrole is only obliged to periodically inform the contact persons designated by the client about the execution of the assignment.

Article 4. Fees and payments

- a. The fees for arcrole's work shall be in accordance with the rates set forth in the quotation, engagement letter and/or other communication between the parties involved. In the case of a follow-up assignment, the same rates shall apply as for the previous assignment, unless otherwise agreed upon. Any (out of pocket) expenses may be charged separately.
- b. The work is invoiced with a payment term of 30 days. In case of late payment, arcrole has the right to charge statutory interest on the unpaid amount from the 30th day after the invoice date.
- c. All amounts are exclusive of sales tax (VAT) and exclusive of any tax, surcharge, or similar increase that the client or arcrole is obliged to pay or that arcrole is obliged to charge. All amounts disclosed by arcrole shall always be in euros and the client shall make all payments in euros.
- d. The rates to be charged by arcrole may be adjusted if rate-determining factors, such as wages and/or prices, change. Clients shall be notified in advance of any rate changes, so that they have the option to waive the assignment.
- e. In case of non-payment or late payment of invoices, arcrole has the right to suspend or terminate its activities. This does not affect the obligation of the client to pay the (outstanding) invoices on time and in full.
- f. arcrole is at all times entitled to request an (additional) advance payment from the client before arcrole commences or continues its work.
- g. arcrole shall be entitled to set off any advance paid by the client, without prior consent of the client, against any unpaid invoices of the client in the matter concerned or in other matters.
- h. If the client prematurely terminates an agreement with advance payment, there will be no refund of amounts already paid, unless otherwise agreed in writing.
- i. If the client has not paid an invoice within the applicable payment term, the client is obliged to reimburse all (extra) judicial (collection) costs actually incurred by arcrole, including but not limited to legal costs.
- j. In case of a jointly awarded assignment, each of the clients is jointly and severally liable to arcrole for performance of the assignment, including payment of invoices, interest, and costs due.
- k. If, in the opinion of arcrole, the client's financial position or payment record gives cause to do so or if the client fails to make an advance payment or settle an invoice within the applicable payment term, arcrole shall be entitled to demand security from the client in a form to be determined by arcrole. If the client fails to provide the requested security, arcrole shall be entitled, without prejudice to its other rights, to immediately suspend further execution of the assignment and all amounts due by the client to arcrole, on any account whatsoever, shall be immediately payable.
- l. With regard to the work performed by arcrole and the amounts owed by the client, the data from arcrole's administration shall constitute full evidence, without prejudice to the client's right to provide evidence to the contrary.

Article 5. Intellectual property

- a. Intellectual property rights, including but not limited to copyrights, trade secrets, formats, trademarks, domain names and materials arising from or relating to the work performed or to be performed by arcrole, belong exclusively to arcrole or its licensors.
- b. The client is prohibited from registering or establishing any intellectual property rights (or having them registered) on results, documents, information, ideas arising from or related to the work performed or to be performed by arcrole.
- c. The client is not permitted to disclose, duplicate, or otherwise make available to third parties the results, documents, information and ideas arising from or related to the work performed or to be performed by arcrole, unless arcrole has given its express consent in writing.

Article 6. Liability

- a. arcrole's liability is limited in accordance with this article.
- b. The liability of arcrole shall be limited to the amount professional liability insurance taken out by arcrole gives claim, to be increased by the applicable deductible.
- c. If arcrole is liable for damages to persons or property, such liability shall be limited to the amount paid out under arcrole's general liability insurance in that case, to be increased by the applicable deductible.
- d. If no payment is made under the aforementioned insurances, arcrole's liability towards the client shall be limited to the amount charged or to be charged by arcrole to the client for the activities in connection with which the damage arose in the period of 12 months preceding the claim for liability.
- e. Without prejudice to the provisions of Section 6:89 of the Dutch Civil Code, any claim for damages shall lapse one (1) year after the commencement of the day following the day on which the client became aware or could have become aware of the damage.
- f. To the extent permitted by law, arcrole's liability for indirect or consequential damage suffered by the client in connection with the (execution of the) assignment is excluded.
- g. The limitation of liability contained in these general terms and conditions also applies if the damage is caused by (mobile) equipment, digital services and/or applications used in the execution of the assignment.
- h. arcrole shall exercise due care when engaging third parties. arcrole is not liable for errors and/or shortcomings of third parties. This does not apply to third parties acting as subcontractors and under the responsibility of arcrole.
- i. The client indemnifies arcrole against all (legal) claims of third parties related in any way to or arising from the order given and/or work performed for the client. The foregoing includes possible costs of legal assistance.
- j. The client shall indemnify arcrole against claims from third parties (in any case including employees and other persons working for or on behalf of arcrole) who, in connection with the execution of the assignment, suffer damage resulting from acts or omissions of the client.
- k. The limitations of liability contained in these general terms and conditions do not apply if an irrevocable court judgment determines arcrole's liability for intent or deliberate recklessness.

Article 7. Early termination

- a. All agreements may be terminated prematurely upon reasonable notice, unless otherwise agreed in writing. Notice of termination must be given in writing. Fees and expenses are due up to and including the end date of the agreement.
- b. The parties may terminate the Assignment without notice of default and without judicial intervention by written notice with immediate effect in whole or in part in the event that the other party is granted a moratorium on payment - provisional or otherwise - if bankruptcy is granted in respect of the other party or if its business is liquidated or terminated.

Article 8. Privacy

- a. In the execution of an assignment, personal data may be processed by parties.
- b. arcrole qualifies as an independent data controller unless (1) there is joint processing responsibility of arcrole and the client (2) there is a processor relationship where one party processes personal data for the benefit of and on behalf of the other party or (3) internal management.
- c. arcrole processes personal data in accordance with its privacy statement. The latest version is published on its website.

Article 9. Confidentiality

- a. For the execution of the assignment, confidential information may be exchanged between the parties. 'Confidential information' means information designated as such by the providing party and information which the receiving party knew or reasonably should have known to be of a confidential nature. Each party shall treat confidential information of one the other party confidentially and shall take the necessary measures to ensure this.
- b. A party will not share the other party's confidential information with third parties without the other party's prior written consent.
- c. A party will use the other party's confidential information only for the execution of the assignment.
- d. The provisions under b. do not apply to **arcrole** if and to the extent that disclosure of the relevant confidential information to a third party is necessary pursuant to a court order, a statutory regulation or indication of a supervisory authority.

Article 10. Quality management and information security

- a. **arcrole**'s work is performed according to its quality management system. This system has been established, implemented and is maintained and continuously improved. It includes the required processes and their interactions in accordance with ISO9001 provisions.
- b. **arcrole** takes appropriate organisational and technical measures to ensure the confidentiality, authenticity, integrity and availability of its operations. These measures are implemented in line with good industry practices and include an adequate information security management system consistent with international standards.
- c. **arcrole**'s operations means all assets, processes and systems (including information systems), data (including client data), personnel and locations, used or processed from time to time by **arcrole** in the performance of its assignments.
- d. **arcrole** takes appropriate steps to ensure that its subcontractors and suppliers will, within a reasonable time, also be bound by obligations similar to the provisions of this article.

Article 11. Electronic communication

- a. The parties may communicate with each other via electronic means of communication. The parties acknowledge that the use of electronic means of communication involves risks such as - but not limited to - distortion, delay, interception, manipulation and viruses. The parties hereby agree not to be liable to each other for any damage that may arise to one or all of them as a result of the use of electronic means of communication.
- b. The parties will do or refrain from doing everything that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.

Article 12. Applicable law and choice of forum

- a. Any legal relationship between **arcrole** and the client arising from or relating to the work performed or to be performed by or on behalf of **arcrole** shall be governed by Dutch law.
- b. All disputes arising from or relating to a legal relationship between the parties shall, at the discretion of **arcrole**, in the first instance be heard exclusively by the competent court of the District Court of The Hague, unless arbitration, mediation or binding advice is agreed upon.