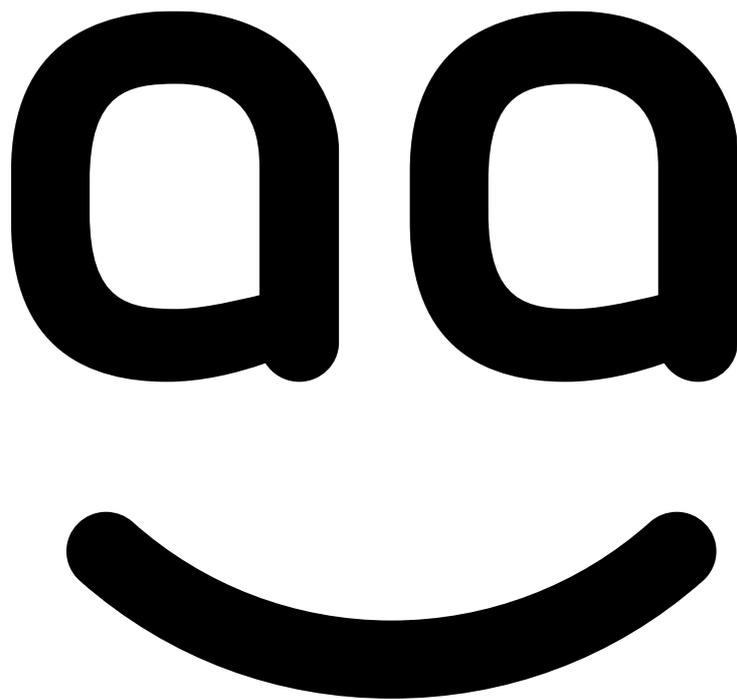


General Terms and Conditions of Purchase Geldmaat



General Terms and Conditions of Purchase

1. **Applicability and Definitions**
 - 1.1. These General Conditions of Purchase apply to all legal relationships, including Agreements between Geldmaat and the Supplier.
 - 1.2. The applicability of any general terms and conditions of the Supplier is hereby expressly rejected.
 - 1.3. Where these General Terms and Conditions of Purchase refer to consent, written or otherwise, of Geldmaat, this can only be validly given by a person authorised to do so.
 - 1.4. If one or more provisions in these terms and conditions are invalid or are voided, the other provisions of the conditions will remain fully applicable. The parties will reasonably arrive at a replacement provision that is legally valid.
 - 1.5. A number of definitions are used in these General Terms and Conditions of purchase, including the following:
 - a. **General Terms and Conditions of Purchase:** these general terms and conditions of purchase
 - b. **Geldmaat:** Geldmaat B.V., registered with the Chamber of Commerce under number 51948087;
 - c. **Intellectual Property Rights:** all forms of intellectual and industrial property, including, but not limited to, patents, designs, database rights, trademarks, trade names, copyrights, personality rights (moral rights), conceptual solutions, formats, methodologies, ideas, processes, methods, know-how, drawings, trade secrets, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection anywhere in the world.
 - d. **Supplier:** the person or legal entity providing a service or product (including software, codes, drawings, solutions, websites, logos, etc.) to Geldmaat, based on the Agreement.
 - e. **Subcontractor:** a third party engaged by the Supplier, after having received permission from Geldmaat for this purpose, to fulfil any obligation under the Agreement, either in full or in part.
 - f. **Agreement:** the written agreement agreed by the Parties, these General Conditions of Purchase, any request for an offer from Geldmaat and any offer from the Supplier together.
 - g. **Party and/or Parties:** the Supplier and/or Geldmaat.
 - h. **Applicable Laws and Regulations:** any legislation, statute or subordinate legislation or other result of the exercise of legislative powers and legally enforceable rights including ordinances, decisions or permission having the force of law of a body having jurisdiction, applicable to the Party or Parties, the shareholders of Geldmaat and/or the services/products provided under the Agreement. For clarification purposes, the regulations and decisions of any body, regulator or authority that regulates any stock exchange or the listing of share capital or equivalent securities, any guidelines issued by the European Banking Authority, as well as the 'Principles for Financial Market Infrastructures' of the Committee on Payment and Settlement Systems of the International Organisation of Securities Commissions, the 'Digital Operational Resilience Act', are also included.

2. Amendment of General Conditions of Purchase

- 2.1. Geldmaat may unilaterally amend the General Terms and Conditions of Purchase. If the Supplier does not object in writing to the Procurement Department of Geldmaat within two weeks of receiving a newer version of the General Terms and Conditions of Purchase, giving reasons, the new General Terms and Conditions of Purchase will replace the old ones.
- 2.2. Deviations from the General Terms and Conditions of Purchase agreed specifically and in writing will remain in force after modification of the General Terms and Conditions of Purchase, unless laws and regulations prevent this. In the event of timely and reasoned written objection by the Supplier, the Agreement will remain in force unchanged unless terminated by Geldmaat. If Geldmaat thus terminates the Agreement, it will not become liable to pay compensation as a result.

3. Formation and substance of the Agreement

- 3.1. The Agreement can only be entered into by means of written acceptance by the legally authorised representatives of Geldmaat.
- 3.2. Until the Agreement is signed in writing by Geldmaat's authorised representatives, Geldmaat will be free to withdraw from negotiations or abort a procurement procedure without becoming liable to pay compensation. Geldmaat and the Supplier will each bear their own costs of the negotiations, documentation, preparation and expertise required for this purpose. The Supplier cannot derive a legitimate expectation that an Agreement will be concluded from the invitation to make an offer and/or negotiate an order.
- 3.3. The written Agreement, these General Terms and Conditions of Purchase, any request for an offer from Geldmaat and the Supplier's offer together form the entire Agreement and replace all previous agreements between the parties. In the event of any conflict between provisions, the provisions will prevail in the following order: the Agreement, any request for an offer, the General Terms and Conditions of Purchase and the offer of the Supplier.

4. Term and Termination

- 4.1. If no explicit commencement date is determined in the Agreement, then the Agreement commences no later than on the day on which one of the Parties commences performance of the Agreement.
- 4.2. If the Agreement ends due to the expiry of the agreed end date but the parties continue to perform the Agreement as if it had not ended, then the Agreement is deemed to be tacitly renewed under the same terms and conditions each time for one (1) year. Each Party may terminate the Agreement at any time after the first renewal in writing with due observance of a notice period of one (1) month.
- 4.3. If the Agreement pertains to obligations that are performed continuously, on call or periodically, and no end date is determined in the Agreement, then the Agreement applies as having been entered into for one (1) year and is tacitly renewed each time for the same term of one (1) year. Each Party is entitled to terminate the Agreement at any time after the first year in writing with due observance of a notice period of one (1) month.
- 4.4. Geldmaat may prematurely terminate the Agreement in writing with due observance of a notice period of one (1) month, unless it is explicitly determined in the Agreement that the Agreement may not be terminated during a certain period.
- 4.5. Each of the parties may terminate the Agreement in writing in full or in part with immediate effect if:

- (a) the Supplier is in default and that default has not been remedied within the reasonable term stated in the written notice of default;
 - (b) the other Supplier announces that it will not or cannot perform in full, correctly or in good time;
 - (c) an application for the bankruptcy of the Supplier has been filed, the Supplier has been declared bankrupt or the Supplier has applied for or been granted suspension of payments;
 - (d) the Supplier's business has ceased or is being ended;
 - (e) the Supplier involuntarily loses all or part of the control of its assets;
 - (f) the Supplier invokes force majeure;
 - (g) Geldmaat must terminate the Agreement on the instruction of a supervisory authority;
- or
- (h) the Supplier does not meet Applicable Laws and Regulations.

5. Fees, Invoices and Payments

- 5.1. Prices quoted, rates and fees are in stated in euros, excluding VAT, including all costs and expenses of the Supplier and cannot be changed during the term of the Agreement, unless expressly agreed otherwise in writing. If a fixed price has been agreed, then that fixed price includes all usual results and all results that Geldmaat may reasonably expect on the basis of the Agreement.
- 5.2. The Supplier is not entitled to charge foreseen and/or unforeseen price increases after formation of the Agreement, except with the express written consent of Geldmaat.
- 5.3. The Supplier will not send an invoice before the date of delivery and acceptance of what has been delivered under the Agreement.
- 5.4. Invoices are to be sent in PDF format by e-mail to **facturen@Geldmaat.nl**, to the attention of 'Financial Accounts' and to the attention of the Supplier's contact at Geldmaat. Invoices are exclusively paid by means of bank transfer.
- 5.5. Invoices must satisfy the statutory requirements and must therefore state details including the VAT number. The Supplier must state on the invoice a clear description of the full or partial works/delivered products or services, as well as the applicable VAT percentage, the name of the contact person within Geldmaat, **the file, contract, or purchase number (PO number)** of Geldmaat and the IBAN number, and possibly the BIC code, based on which the invoice has to be paid. Invoices without PO/file/contract number cannot be processed.
- 5.6. If Geldmaat rejects the products and services delivered under the Agreement and disputes the invoice concerning these products and services, it will notify the Supplier in writing or by e-mail. In this case, the Supplier will immediately send a credit invoice, fully crediting the invoice for the delivery. The Supplier will then send a new invoice, charging only the approved part of the delivery. The Supplier may not suspend its performance under the Agreement.
- 5.7. Geldmaat will pay undisputed invoices within thirty days after receipt. Payment of an invoice by Geldmaat does not entail acceptance or confirmation of the correctness or completeness of the item delivered under the Agreement. If an agreed term of payment is wrongfully exceeded, the unpaid party is exclusively entitled to statutory interest within the meaning of Article 6:119 of the Dutch Civil Code.
- 5.8. Geldmaat is only liable to pay VAT on the amounts due. All other levies and charges are for the account of the Supplier, unless expressly agreed otherwise in writing.

- 5.9. The Supplier must submit an invoice to Geldmaat within six months after delivery of the product or provision of the service. The Supplier's right to payment lapses if an invoice is submitted after the expiry of six months. In the event of continuous or periodical performance by the Supplier, for the application of this article performance will be deemed to have taken place each time per calendar month, and the term of six months for the submission of invoices commences as from the next calendar month.
- 5.10. If the parties have agreed a price on the basis of an hourly rate or actual costs, then the Supplier must notify Geldmaat in advance of the expected time to be spent and costs to be incurred, and must notify Geldmaat reasonably frequently of the actual time spent and actual costs incurred. Contract variations are exclusively eligible for compensation if Geldmaat and the Supplier have reached a written agreement regarding their nature, scope and costs prior to their performance.

6. Guarantee

- 6.1. Supplier guarantees the suitability and soundness of that which is delivered to Geldmaat under the Agreement.
- 6.2. The Supplier's guarantee obligations remain in force after delivery, acceptance and payment by Geldmaat, as well as after termination, on any ground whatsoever, of the Agreement.
- 6.3. The Supplier warrants to Geldmaat that the use what has been delivered or performed does not infringe any intellectual or industrial property right and/or other ownership right of third parties.
- Products
- 6.4. The Supplier guarantees that the products to be delivered under the Agreement and the accompanying documentation comply with the agreed specifications, working drawings, properties and requirements or, if nothing has been agreed in this respect, with the specifications, properties and requirements that are set for these products in business practice, or are at least customary, as well as with the applicable statutory regulations and environmental regulations.
- 6.5. The Supplier guarantees that the products to be delivered will be of good and consistent quality at all times and are free from defects in construction, material, manufacturing finish and design, as well as errors and defects in nature, design, composition and content.
- 6.6. The Supplier guarantees that the products to be delivered under the Agreement are fully suitable for the purpose for which they are intended and can be used as such and, where applicable, processed.
- 6.7. The Supplier guarantees that the products to be delivered under the Agreement are fully complete and ready for use.
- 6.8. The supplier guarantees that it will be able to supply parts for the delivered products for a period to be further agreed in the Agreement.
If no term is agreed between the Parties, the Supplier guarantees that it can supply parts for the delivered products for a period of at least five (5) years from the date of delivery.

Services

- 6.9. In case the Agreement pertains to the delivery of services, the Supplier guarantees that the result as intended under the Agreement will be achieved and that the requirements Geldmaat set in that regard will be met.
- 6.10. If the provision of services consists of the provision of advice, the Supplier guarantees the accuracy and soundness of its advice.

- 6.11. The Supplier guarantees that the services will at all times be performed with due observance of all legal and other government provisions, such as those relating to payment of social insurance contributions and taxes, insider trading, safety, environment, hygiene, product designations or otherwise. All costs of measures to comply or still comply with these provisions will be borne by the Supplier.

7. Screening individuals

- 7.1. The employees of the Supplier, the Subcontractors or persons engaged by the Supplier in the performance of the Agreement are/have been adequately screened and approved in accordance with (i) the Applicable Laws and Regulations; and (ii) the employment or pre-employment screening as included in Geldmaat's employment/pre-employment screening policy;
- 7.2. Geldmaat has the right to carry out this (pre-)employment screening, or have it carried out, at any time, including before any work is performed. If the Supplier performs the screening on behalf of Geldmaat, the Supplier will share the results of that screening on Geldmaat's request.
- 7.3. If Geldmaat has reasonable doubts as to the trustworthiness or integrity of one or more of the individuals performing activities at Geldmaat's premises, or if the results of the employment/pre-employment screening give cause to do so, then Geldmaat may deny these individuals access to Geldmaat's premises and the Supplier will replace these individuals within a reasonable period.
- 7.4. Geldmaat is entitled to terminate the Agreement with immediate effect at the moment the results of the employment/pre-employment screening give reason to do so in Geldmaat's opinion, or the moment at which it is established that the Supplier or the Subcontractors and/or persons engaged by the Supplier do not provide reasonable cooperation.

8. Compliance, audit, continuity and reporting incidents

- 8.1. The Supplier satisfies all (i) Applicable Laws and Regulations, (ii) policy rules and rules of conduct applied by Geldmaat, which the Supplier will receive from Geldmaat before performance of the Agreement, (iii) instructions from a supervisory authority acting within their powers, and (iv) all relevant safety standards that are deemed standard in the market in which the Supplier is active.
- 8.2. Geldmaat and a supervisory authority acting within its powers are entitled to conduct or procure an audit at the premises and on the systems of the Supplier in connection with the Agreement, and to verify compliance with supervisory regulations and legislation. The Supplier will provide all cooperation requested by the supervisory authority and all reasonable cooperation requested by Geldmaat. If Geldmaat is aware of the audit in advance, then Geldmaat will inform the Supplier of the proposed audit unless such is prohibited.
- 8.3. The Supplier has taken fitting continuity measures that are directed in any event at preventing incidents and resuming its regular operations as quickly as possible. If an incident occurs that should have been provided for or reasonably should have been provided for with those continuity measures, then, with regard to that incident, the Supplier may not invoke force majeure if the incident could have been prevented by complying with the continuity measures correctly and in good time.
- 8.4. Incidents. The Supplier will immediately inform Geldmaat of any incidents that may pose a significant threat to the integrity of the business operations of either Party, as well as any other incidents that may have a significant impact on either Party or Geldmaat's services. Geldmaat may, whether or not through a third party, investigate any reported incident and require the

Supplier to cooperate with such investigation and take measures to reduce the impact of the incident and prevent future incidents.

9. Compliance by the Supplier

- 9.1. Nature of the obligations. All obligations of the Supplier under the Agreement are obligations of result, even if not formulated as such, except:
- (i) if provisions explicitly deviate from this article and the obligation is explicitly agreed as a best efforts obligation;
 - (j) if they are formulated as a guarantee (in which case they are a guarantee).
- 9.2. The Supplier will immediately inform Geldmaat of an imminent exceeding of agreed delivery dates or deadlines.
- 9.3. In case the Supplier fails to fulfil the obligation to deliver on time, the Supplier will be liable to pay a penalty. The amount of the penalty will be 1% of the price for the goods delivered late or services provided late for every calendar day up to a maximum of 25% of that price. The penalty does not affect Geldmaat's right to performance, dissolution, suspension and compensation.
- 9.4. Unless expressly agreed otherwise in writing, all schedules, dates and milestones will be deemed to be deadlines and the mere exceeding thereof will constitute default on the part of the Supplier, unless the Supplier proves that it is due solely to the intentional or deliberate recklessness on the part of Geldmaat.
- 9.5. If requested, the Supplier will provide Geldmaat (or a third party engaged by Geldmaat) with access free of charge to all information regarding the measures taken by it to fulfil an Agreement, as well as the manner in which they have been carried out.

10. Intellectual Property Rights

- 10.1. There will be no transfer of existing rights. Unless expressly provided otherwise, the Agreement will not transfer, assign, license or otherwise grant to either Party any rights or interests in Intellectual Property Rights of the other Party existing on the Commencement Date.
- 10.2. New works. However, if new works are created under the Agreement or during the performance of the Agreement, Geldmaat will become the sole owner of the Intellectual Property Rights under these new works. The Supplier hereby assigns to Geldmaat all Intellectual Property Rights to works created under the Agreement for Geldmaat for all present and future purposes and use (including the ability to provide third parties with services relating to these new works). To the extent required, the Supplier will cooperate fully in transferring these Intellectual Property Rights to Geldmaat, including, but not limited to, preparing and signing further documents necessary to complete the relevant transfer.
- 10.3. Restriction. Nothing in this document may be construed as an impediment for either Party the use data processing techniques, ideas, skills, experience and other know-how acquired during the performance of the Agreement in a general sense in the development of its business activities, provided that (i) this does not result in the disclosure of Confidential Information or unauthorised use of any Intellectual Property Right of the other Party or a third party, and (ii) this know-how is not used for the benefit of direct competitors of Geldmaat.
- 10.4. Indemnification. The Supplier indemnifies Geldmaat, Geldmaat's shareholders, officers and employees against any loss or liability arising from any claim, demand, lawsuit, legal action or proceedings for any actual or alleged infringement of any person's Intellectual Property Rights by what is created under the Agreement. If any claim, demand, lawsuit, legal action or proceedings are initiated or threatened in relation to an actual or alleged infringement, the Supplier will, at its own expense and in consultation with Geldmaat, make reasonable efforts to:

- a. allow Geldmaat to obtain, on reasonable commercial terms, the right to retain possession of and continue to use that which has been created under the Agreement; or
- b. modify what has been created under the Agreement in such a way that the actual or alleged infringement ceases to exist.

10.5. Cooperation Geldmaat. In case of claims as referred to above, Geldmaat will:

- a. immediately notify the Supplier in writing of the claim; and
- b. not make any statement in relation to or acknowledge any such claim; and
- c. give the Supplier control over the defence and all related settlement negotiations, after consultation with Geldmaat.

11. Confidentiality and publicity

- 11.1. Confidential information as referred to in this article comprises: information about the existence and contents of the Agreement, information that is designated as confidential, information that reasonably could be expected to be confidential, and all non-public information of a party about security or safety, work or working methods, business activities, corporate structure, systems, operational activities, employees, customers or business relations.
- 11.2. A party will (i) only use confidential information concerning the other Party and not save such longer than necessary, (ii) not make such available to third parties and (iii) only provide such to individuals who need confidential information in order to perform the Agreement. The receiving Party remains fully responsible in respect of the providing Party for compliance with the obligations with regard to confidentiality.
- 11.3. Article 11.2 does not apply to (i) information that can be demonstrated to (a) already have been in the possession of the receiving Party before it was provided by the providing Party and (b) that is not subject to any other confidentiality obligation, and to (ii) information that can be demonstrated to have been developed independently without making use of confidential information.
- 11.4. Article 11.2 does not apply to the provision of confidential information in so far as provision thereof is necessary on the basis of mandatory law, applicable securities exchange rules, a court order or an instruction from a supervisory authority, it being understood that (i) only that part of the confidential information in respect of which provision is necessary may be provided, (ii) the party whose confidential information is involved is immediately notified prior to the intended provision, unless such is not permitted on the basis of the law, the securities exchange rules, the court order or the supervisory authority's instructions, and (iii) the party or instance to which the confidential information is provided is explicitly informed of the confidential nature of the information.
- 11.5. Public statements by the Supplier with regard to Geldmaat are exclusively permitted only if Geldmaat has given prior written consent for such.

12. Liability, indemnity and insurance

- 12.1. If the Supplier imputably fails to fulfil its obligations under the Agreement, the Supplier will be liable for the direct and indirect loss resulting therefrom.
- 12.2. The Supplier indemnifies Geldmaat against all claims of third parties arising from or relating to the Supplier's failure to fulfil its obligations under the Agreement. This indemnification also relates to all loss and – legal and other – costs which Geldmaat incurs, or makes, in relation to such a claim.
- 12.3. Any liability of Geldmaat for loss based on attributable failure to perform, unlawful conduct or

any other ground is excluded, except for intent or deliberate recklessness on the part of executive officers of Geldmaat.

- 12.4. During the term of the Agreement and for one year after its termination, the Supplier will take out and maintain insurance against all relevant risks and liabilities in the context of the Agreement and the provision of the services by the Supplier thereunder, with an insurer of good repute and financial strength and under market-compliant insurance conditions. At a minimum, the supplier must have corporate liability insurance and professional liability insurance. At Geldmaat's first request, the Supplier will provide the policies of its insurance proving the required cover as referred to in this provision.

13. Force majeure

- 13.1. If a situation of force majeure arises, the Supplier will be obliged to notify Geldmaat immediately in writing, submitting supporting documents. If the continuity of the work at Geldmaat does not allow any delay, or if the situation of force majeure continues for thirty (30) days or more, Geldmaat will be entitled to terminate or dissolve the Agreement with immediate effect, without judicial intervention being required, by a single written notification to that effect, without being obliged to pay any compensation.
- 13.2. Force majeure in any event does not include: insufficient availability of sufficiently qualified personnel of the Supplier for any reason whatsoever, illness of personnel of the Supplier, strike of personnel of the Supplier, subcontractors or third parties engaged by the Supplier, attributable failure to perform by carriers, fire, damage, loss of power or other facilities, unsuitability of materials, equipment and resources of the Supplier, liquidity or solvency problems of the Supplier and non-performance or failures of third parties or suppliers engaged by the Supplier

14. Subcontracting

- 14.1. The Supplier is not permitted to transfer all or part of its obligations under the Agreement to a Subcontractor without the prior written consent of Geldmaat. Consent will not be withheld on unreasonable grounds and may always be withdrawn again on reasonable grounds. Geldmaat may assess the integrity and quality of a Subcontractor or have this assessed.
- 14.2. The Supplier is and always remains fully responsible for performance of its obligations in respect of Geldmaat, even when the Supplier uses a Subcontractor. Consent from Geldmaat for a certain Subcontractor does not detract from that responsibility in any way. The Supplier is responsible in respect of Geldmaat for the acts or omissions of a Subcontractor as if these were acts or omissions by the Supplier itself.
- 14.3. Upon request, the Supplier will provide Geldmaat with all information required by Geldmaat regarding any work performed by Subcontractors.

15. Labour Market Fraud (Bogus Schemes) Act and vicarious liability

- 15.1. The Supplier will act in accordance with the Labour Market Fraud (Bogus Schemes) Act, which in general terms means that it will comply with the applicable laws and regulations (including Book 7 of the Dutch Civil Code as well as the Minimum Wage and Minimum Holiday Allowance Act) and any applicable collective labour agreement.
- 15.2. At Geldmaat's first request, the Supplier will submit statements to Geldmaat within thirty days of the date of this request, demonstrating that the Supplier has paid the (net) salary on time and in full and has remitted turnover tax, taxes, fees, emoluments and/or social security contributions in respect of the employees engaged with regard to services provided or products

delivered to or through Geldmaat, as well as that the salary and emoluments due in any event comply with the Minimum Wage and Minimum Holiday Allowance Act and any applicable collective bargaining agreement. These statements must be prepared by a registered accountant or an accounting consultant included in the register and must be certified as original. If the Supplier fails to submit the statement referred to above on time, Geldmaat will be entitled to suspend all payments to the Supplier and – at its discretion:

- a. retain this amount until such time as a registered accountant or an accounting consultant included in the register has declared that the Supplier or the persons and/or companies engaged by the Supplier have fully and correctly fulfilled the relevant remittance obligations; or
 - b. pay a maximum of 50% of the amount due to the Supplier under the Agreement into a bank account of the Supplier on which a right of pledge has been established for the benefit of the Tax and Customs Administration (G account/deposit account) or make payments for an equal amount directly to the Tax and Customs Administration on behalf of the Supplier. In these cases, Geldmaat will not owe any interest.
- 15.3. The Supplier will also offer Geldmaat the opportunity, at its first request, to perform checks, audits or wage verifications, whether or not through a third party, in respect of the financial accounts and payroll records relating to the persons made available to work during the Agreement, in order to determine compliance with the Labour Market Fraud (Bogus Schemes) Act. The Supplier will ensure that the accounts are set up and presented in such a way that they can be properly checked – within a reasonable period of time. Geldmaat undertakes to treat all personal data of persons involved confidentially when performing checks.

16. Protection of personal data

- 16.1. The Supplier guarantees in respect of Geldmaat that it has complied, complies and will continue to comply with all applicable Dutch and European laws and regulations in the area of personal data protection, including the General Data Protection Regulation, and indemnifies Geldmaat in and out of court against all loss, costs, penalties and fines resulting from violations of the relevant legislation by the Supplier, Subcontractors of the Supplier or auxiliary persons.
- 16.2. Where the Supplier can be considered a processor in the context of the agreement, a processing agreement provided by Geldmaat will be signed by the Supplier. If Geldmaat and the Supplier can be considered jointly responsible parties, the parties will consult with each other on how they will give shape to their responsibilities for compliance with the obligations under the General Data Protection Regulation.

17. ICT security

- 17.1. The Supplier and employees – or auxiliary persons – of the Supplier are prohibited from taking materials, data-carrying materials (data carriers such as, but not limited to, CD-ROMs, external hard disks, USB sticks), records and other documentation outside the offices or systems of Geldmaat, unless Geldmaat has given its express, written consent to do so.
- 17.2. The Supplier that processes information for or on behalf of Geldmaat is obliged to take appropriate technical and organisational measures, in accordance with the most advanced state of the art and standard development, in order to secure the confidential information and personal data against theft, loss or against any form of unlawful processing, and will follow Geldmaat's instructions to this end. The measures are also intended to prevent unlawful processing of personal and other data and unauthorised access to confidential information,

which is verified in accordance with the frequency and impact of changes, or is verified at least annually to comply with the Geldmaat standards.

- 17.3. Upon the first request, the Supplier will provide Geldmaat or a third party to be designated by Geldmaat with access to and copies of the agreements concluded with auxiliary persons as referred to in this provision in order to be able to verify and document compliance with this provision, or at least provide such information as is required for the check.
- 17.4. If that check reveals that the Supplier has failed to comply with all or part of its obligations, the Supplier will bear the costs associated with the audit.

18. Sale or demerger and subsidiary

- 18.1. If all or part of Geldmaat is sold or demerged, the sold, unsold and demerged parts of Geldmaat may continue to make use of the results obtained by Geldmaat under the Agreement, regardless of the changed legal form or changed ownership relationships.
- 18.2. The Supplier hereby gives Geldmaat permission to transfer all or part of its rights under the Agreement to part of Geldmaat that has been sold or demerged, or to a company in which Geldmaat holds 50% or more of the issued share capital.
- 18.3. In the event of a legal merger or demerger on the side of the Supplier, rights and obligations are not automatically transferred. Consent from Geldmaat is required for this, which consent will not be withheld on unreasonable grounds.

19. Exit and (re-)transition

- 19.1. Upon termination of the Agreement (for any reason), the Supplier must comply with all reasonable instructions from Geldmaat in case Geldmaat wishes to transfer the service provision to another party. The Supplier guarantees that it will ensure business continuity of the services or products it provides to Geldmaat at all times. If Geldmaat requires other assistance from the Supplier during the exit, the Supplier will have the right to charge Geldmaat for the hours actually spent on the exit assistance in accordance with the prices and rates agreed between the Parties in the context of the Agreement, unless and to the extent that Geldmaat has dissolved the Agreement due to the Supplier's failure to perform.
- 19.2. If for any reason the transition is not completed before the end of the Agreement or the date by which it is terminated, the Supplier will, at Geldmaat's request, continue its active cooperation in the transition and continue to provide the services for an additional period of up to six (6) calendar months, or such other period as the Parties may agree, in which case the provisions of the Agreement will continue to apply to the services without prejudice.
- 19.3. The Supplier declares that it is willing and able, in the event of unforeseen market conditions (e.g. the failure to perform or departure of another supplier or sub-supplier), to cooperate closely with Geldmaat and the suppliers proposed by Geldmaat or approved by Geldmaat to participate in or ensure a smooth transition, in order to avoid disruptions in Geldmaat's business continuity.

20. Applicable law and dispute resolution

- 20.1. All legal relationships between Geldmaat and the Supplier, including the Agreement, are governed by Dutch law.
- 20.2. If a dispute arises in the context of the Agreement, the Parties will first attempt to resolve such dispute by mutual agreement. Disputes between the Parties in connection with the Agreement, on which they cannot reach mutual agreement, will be submitted by the Parties exclusively for settlement to the competent court of Amsterdam.

21. Final provisions

- 21.1. Provisions that, in view of their nature, should remain in force after the end of the Agreement also remain in force after the end of the Agreement, including provisions concerning confidentiality, the applicable law and disputes, indemnifications, intellectual property rights, liability, audits by a supervisory authority, transferability of rights and obligations, and this provision.
- 21.2. The Supplier's claims against Geldmaat in connection with the Agreement are not transferrable within the meaning of Article 3:83(2) of the Dutch Civil Code.
- 21.3. The applicability of Article 6:92(1), (2) and (3) and Article 6:93 of the Dutch Civil is excluded.
- 21.4. If Title 7 of Book 7 of the Dutch Civil Code (agreements) applies, the applicability of Article 7:402(2) and 7:408(2) of the Dutch Civil Code is excluded.
- 21.5. If there is a third-party stipulation within the meaning of Article 6:253(1) of the Dutch Civil Code, then the applicability of Article 6:254 of the Dutch Civil Code is excluded.