

## **General Terms and Conditions of Tacstone Technology B.V. (hereinafter: TT)**

- Effective from January 1, 2025 -

### **1. General (services)**

1. These general terms and conditions apply to all offers, quotations, order confirmations, license orders, and (service) agreements between TT on the one hand and the Client or its legal successor(s) on the other hand.
2. The agreements referred to in clause 1.1 may pertain to all services provided by TT, including consulting, audits, project management, development and management of automation solutions, and training.
3. These general terms and conditions do not apply to the delivery of software licenses from third parties by TT, for which TT acts as a reseller.

### **2. Basis for Quotations**

1. TT's quotations are based on the information provided by the Client. The Client guarantees that they have provided all essential information relevant to the quotation to the best of their knowledge. TT will perform its services to the best of its ability and in accordance with professional standards.
2. Unless explicitly agreed otherwise, the assignment is considered a "best-effort obligation," as TT may not have all the necessary resources or the required mandate to guarantee the intended result.

### **3. Provision of Information, Employees, and Facilities by the Client**

1. To ensure proper execution of the assignment in accordance with the schedule, the Client must provide all documents, data, information, and access to company systems and applications that TT requires to carry out the assignment in a timely manner. The Client must also ensure the sufficient and timely availability of its employees if their involvement is necessary for the assignment.
2. If requested by TT, the Client will provide TT employees with a workspace, including internet access and connection to company systems and applications, at the Client's premises free of charge if required for the assignment.

### **4. Project Team Composition and Interim Changes**

1. The project team composition mentioned in the quotation is always provisional. If specific employees are named in the quotation, TT will strive to allocate them, subject to their availability at the time the assignment is formally approved and the project planning is established. If these employees are not

available, TT will aim to replace them with employees of equivalent experience and functional level.

2. TT may, after consultation with the Client, change the project team composition if it deems this necessary for the execution of the assignment. Such changes will not reduce the quality of the services provided or negatively impact the continuity of the assignment. Team changes can also be made at the Client's request in consultation with TT.

## **5. Hourly Rates, Travel Costs, and Other Expenses for the Assignment**

1. The work will be carried out either at the Client's premises or remotely, unless otherwise agreed. For work at the Client's premises, travel costs will be charged based on the agreed rate per actual kilometer traveled, calculated from TT's office (Kraanspoor 30, 1033 SE in Amsterdam) to the work location;
2. The rates mentioned in the quotation or (service) agreement are exclusive of 21% VAT and inclusive of any costs such as secretarial, accommodation, and other assignment-related expenses, unless otherwise specified.

## **6. Adjustment of Hourly Rate upon Promotion**

1. If a TT employee is promoted to a higher functional level during the assignment, TT is entitled to adjust the hourly rate for that employee in accordance with the new functional level.
2. Such an adjustment can only be made on January 1 or July 1. At the Client's request, TT may propose a replacement employee with the originally agreed functional level if necessary.

## **7. Annual Adjustment and Indexation of Rates**

1. TT adjusts its rates for services annually on January 1. The newly established rates apply to all agreements concluded after January 1.
2. For existing agreements that are continued or (automatically) renewed as of January 1, TT reserves the right to index the applicable rates based on the annual property mutation rate according to the CBS Consumer Price Index (CPI) table ([www.cbs.nl](http://www.cbs.nl)), 'all households' series. The monthly figure from the preceding July is used, with the index figure for 2015 set at 100.
3. TT will inform the Client of this adjustment in a timely manner.

## **8. Execution of Project Deployment on a Time-and-Material Basis and Maximum Budget**

1. If the assignment is performed on a time-and-material basis as per the quotation, TT will invoice monthly in arrears based on the actual hours worked. Estimated but unused hours will not be charged.
2. If the deployment is planned as described in Article 9, the billable hours will generally match the planned hours unless exceptions as outlined in Article 9.5 apply.
3. If the quotation includes a cost estimate, this will be considered a maximum budget. The estimated amount will not be exceeded without prior explicit approval from the Client.
4. The invoice provided to the Client will include a detailed specification of the actual hours worked per deployed employee.

### **9. Fixed/Planned Deployment**

If TT and the Client agree on the deployment of one or more employees under a 'fixed/planned deployment' arrangement with an associated rate discount, the following applies:

1. 'Fixed/planned deployment' applies when the deployment of the relevant employee(s) is agreed upon for at least two fixed days per week over the agreed consecutive period, with mutual agreement on the specific weekdays for the deployment.
2. The Client guarantees the utilization of the 'fixed/planned deployment.' If this deployment is unexpectedly not utilized or cannot be utilized—except under special circumstances such as employee absence due to illness, training, or vacation—the deployment for the relevant period will be charged at the agreed rate for the relevant employee.
3. The Client has the right and the option to reduce or terminate the 'fixed/planned deployment' of an employee mid-term as of the first day of a new calendar month. A notice period of at least four weeks before the intended change is required. The Client must notify TT's project manager in writing or via email.
4. TT guarantees the availability of the relevant employee(s) for the 'fixed/planned deployment' on the agreed weekdays. If an employee is incidentally unavailable on a planned day, the Client and TT will determine whether the deployment can be rescheduled.
5. If an employee is unavailable for more than four weeks due to unforeseen circumstances, TT commits to proposing a suitable replacement as soon as possible, but no later than within one month.

6. If no interim changes are agreed upon, the deployment will automatically be extended monthly.
7. The agreed rate discount associated with the 'fixed/planned deployment' will lapse if the deployment is structurally reduced below the minimum of two fixed days per week at the Client's request.

## **10. Payment Terms**

The payment term for TT's invoices is 15 days.

1. If payment is not made by the due date, and despite at least one reminder to the Client from Tacstone, the statutory interest may be charged on the outstanding amount.
2. If payment is still not made despite a reminder, and the Client has not submitted a complaint regarding the provided services or invoices, Tacstone reserves the right to suspend its services and/or the availability of the services and products it has delivered. Tacstone must notify the Client of its intention in writing beforehand and provide the Client with one last opportunity to fulfill their payment obligations.

## **11. Changes to the Assignment or Additional Work**

1. The Client accepts that the project schedule may be impacted if the parties mutually agree to expand or modify the approach, methodology, team composition, and/or scope of the assignment and the resulting activities.
2. If interim changes to the assignment or its execution arise due to the Client's actions, TT will make the necessary adjustments if required for maintaining the quality of the service. If such an adjustment results in additional work, it will be proposed to the Client as a supplementary assignment.

## **12. Duration and Completion of the Assignment**

1. The duration of the assignment may be influenced by various factors beyond the team's efforts, such as the quality of the information provided by TT and the cooperation extended by the Client. TT cannot always specify in advance the exact timeline for completing the assignment.
2. Financially, the assignment is considered complete once the final invoice prepared by TT is approved by the Client. If the Client does not respond within 15 days of the invoice date, the final invoice is deemed approved.

## **13. Premature Termination of the Assignment**

1. Both TT and the Client (hereafter: Parties) may unilaterally terminate the agreement prematurely if either party believes that the execution of the

assignment can no longer proceed in accordance with the confirmed agreement. Parties may unilaterally terminate the agreement if the other party fails to fulfill its obligations under the agreement, even after a written and substantiated notice of default with a reasonable deadline to comply.

2. Termination must be substantiated and communicated in writing to the other party with a notice period of at least one month.
3. TT will only exercise its right to premature termination if facts and circumstances beyond its control make the completion of the assignment unreasonably demanding. In such cases, TT retains the right to payment for work completed up to that point and may provide the Client with provisional results of the work performed, subject to additional costs being charged.
4. If either party is declared bankrupt, applies for suspension of payments, or ceases operations, the other party has the right to terminate the assignment without notice, subject to any applicable rights.

#### **14. Intellectual Property**

1. Models, techniques, tools, instruments, and automation applications used in the execution of or developed during the assignment remain the property of TT.
2. The Client retains the right to use the (partially) TT-developed automation applications for their own purposes, even after the assignment or collaboration with TT has ended.
3. The Client may not—directly or indirectly, including through a third party—commercially or operationally deploy these applications by offering or reusing them for third parties within 12 months after the termination of the collaboration with TT.
4. The Client has the right to reproduce developed (automation) applications and documentation for use within their own organization.

#### **15. Non-Solicitation Clause**

1. The Client is prohibited, both during and after the termination of the agreement, from attempting, either directly or indirectly, to solicit TT personnel to enter into employment with the Client (or an affiliated company of the Client).

#### **16. Confidentiality**

1. TT is obligated to maintain the confidentiality of all information and data of the Client towards third parties. In the context of the assignment, TT will take all possible precautions to protect the interests of the Client.

2. The Client will not, without TT's consent, disclose TT's approach, methodology, methods, techniques, standards, results, and/or advisory reports to third parties.

### **17. Liability**

1. TT is liable for shortcomings in the execution of the assignment insofar as they result from failure to exercise the due care, expertise, and professionalism that may reasonably be expected in the context of its services.
2. Liability for damages caused by such shortcomings is limited to the amount covered by TT's liability insurance. At the Client's request, TT will provide access to the relevant insurance policy.
3. Any claims by the Client in this regard must be submitted within three months of discovering the damage, failing which the Client forfeits their rights.

### **18. Governing Law**

1. The agreements between TT and the Client are exclusively governed by Dutch law.

### **19. Disputes**

1. All disputes arising from the execution of this agreement or subsequent agreements will be resolved in accordance with the rules of the Netherlands Arbitration Institute in Rotterdam.

### **20. Amendment Clause**

1. TT reserves the right to unilaterally amend the general terms and conditions during the term of an agreement if deemed necessary. Such amendments will be communicated in a timely manner via TT's website and by email to the Client, where applicable to ongoing assignments.

**- End -**