General Terms and Conditions

Track32 B.V.

August 2025

Article 1 Structure

1.1 These General terms and conditions, together with the Cover Letter and any applicable Statement of Work, or a Subscription and any annexes (together the "**Agreement**"), form the contractual structure for the provision of Services by Track32 to Client. Any previous agreements are hereby superseded.

1.2 If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows unless expressly agreed otherwise: (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto or the Subscription, (c) these General terms and conditions, and (d) other annexes to this Agreement.

Article 2 Definitions

2.1 Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Cover Letter, applicable Statement of Work or Subscription. The following terms are defined as specified below:

a) Client Information: information obtained by Track32 from Client or from a third party on Client's behalf.
b) Deliverables/Services: any advice, communications, information, technology or other content that Track32 provides under this Agreement.
c) Subscription: ongoing services such as, for example, providing information by processing data.
d) Track32 Persons: Track32 or any other Track32’s subcontractors, members, shareholders, directors, officers, partners, principals or employees.
e) Internal Support Services: internal support services utilized by Track32, including but not limited to: (a) administrative support, (b) network coordination, (c) IT functions including business applications, system management, and data security, storage and recovery.
f) Personal Data: client Information relating to identified or identifiable natural persons.
g) Report: any Deliverable or part thereof prepared and provided by Track32.
h) Support Providers: external service providers of Track32 and its subcontractors.

Artikel 3 Provision of the Services

3.1 Track32 will provide the Services in accordance with applicable professional standards and the requirements to which Track32 is subject by or pursuant to law. Client shall at all times respect in full the obligations ensuing therefrom to Track32.

3.2 Professional standards means the relevant rules of conduct and professional rules applying to the (directors of) members/partners, directors, employees and/or third parties involved in performing the Services, as well as applicable regulations.

3.3 Track32 may subcontract a portion of the Services to other third parties, who may deal with Client directly. Track32 will remain solely responsible to Client for the performance of the Services.

3.4 Track32 will act as an independent contractor and not as Client's employee, agent or partner. Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. Client shall assign qualified personnel to oversee the Services as well as the use and implementation of the Services and Deliverables.

3.5 Client agrees to promptly provide to Track32 or cause others to so provide Client Information, resources and assistance including access to records, systems, premises and people that Track32 reasonably requires to perform the Services.

3.6 Client Information will be accurate and complete in all material respects. Track32 will rely on Client Information, and, unless Track32 expressly agrees otherwise in writing, Track32 will have no responsibility to verify it. The provision of Client Information including Personal Data, resources and assistance to Track32 will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

3.7 In the event that the Client fails to provide the information, materials or cooperation necessary for the performance of the Agreement in a timely manner or in accordance with the arrangements made, Track32 shall be entitled to charge separately for any additional costs resulting therefrom, including delay, inefficiency or additional effort. Track32 shall also be entitled to suspend performance of the Agreement until the necessary information is received, without being liable for any damage resulting from such delay.

Article 4 Deliverables

4.1 All Deliverables are intended for Client's use in accordance with the applicable Statement of Work or Subscription under which they are provided.

4.2 Client may not rely on any draft Deliverable. Track32 shall not be required to update any final Deliverable as a result of circumstances of which Track32 becomes aware, or events occurring, after its delivery.

4.3 Unless otherwise provided for in a Statement of Work or Subscription, Client may not disclose a Report or result of a Subscription or any portion or summary of a Report/result of a Subscription, or refer to Track32 except:

a) To Client Affiliates subject to these disclosure restrictions;
b) To Client's lawyers subject to these disclosure restrictions, who may review it only in connection with advice relating to the Services;
c) To Client's statutory auditors (subject to these disclosure restrictions) who may review it only in connection with their audit;
d) To the extent, and for the purposes, required by applicable law and Client will promptly notify Track32 of such legal requirement to the extent Client is permitted to do so;
e) To other persons with Track32's prior written consent, who may use it only as specified in such consent.

4.4 If Client discloses a Report, the result of our services, the result of the Subscription or a portion thereof, Client shall not alter, edit or modify it from the form provided by Track32. Client shall inform those to whom it discloses a Report that they may not rely on it for any purpose without Track32's prior written consent. Subject to the foregoing, Client is not prohibited by this Section from using Deliverables that do not qualify as Reports in communication with third parties provided that: (i) there is no reference to, or communication of Track32 and (ii) Client assumes sole responsibility for such use and communication.

Article 5 Limitations

5.1 If Track32 is liable to Client (or any others for whom Services are provided) for loss, damage or consequential damage either on the basis of non-performance or on the basis of a wrongful act and either by law or otherwise, Track32's liability is limited to the amount of the fees for which Client has been invoiced for the specific services under the Statement of Work or the Subscription concerned in that year. In the case of a Statement of Work or a Subscription covering a period of more than a year, liability will be limited to a maximum of two times the amount of fees for which Client was invoiced for the specific services under the Statement of Work or Subscription concerned in the six months prior to the event causing the damage.

5.2 If Track32 is liable to Client or to any others for whom Services are provided under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, Track32's liability to Client shall be several, and not joint, with such others, and shall be limited to Track32's proportionate share of that total loss or damage, based on Track32's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of Track32's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

5.3 Client shall make any complaint relating to the Services or otherwise under this Agreement without undue delay in writing to Track32 after discovery of the problem underlying such complaint. Client's right of action and other powers to make any claim towards Track32 for any account whatsoever will end ultimately one year after the

date on which Client became aware or may reasonably be expected to have become aware of the problem underlying such complaint.

5.4 The limitations set out in this Section will not apply to losses or damages caused by Track32's intentional act or omission or gross negligence or to the extent prohibited by applicable law or professional regulations.

5.5 Client and any others for whom Services are provided under this Agreement may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other Track32 Firm or Track32 Person. Client shall make any claim or bring proceedings only against Track32. All Services will be accepted and performed exclusively by Track32 setting aside Articles 403 paragraph 2, 404, and 407 paragraph 2 of Book 7 of the Dutch Civil Code.

Article 6 No Responsibility to Third Parties

6.1 Unless specifically otherwise agreed with Client in writing, Track32's responsibility for performance of the Services is to Client and Client alone. Should any Deliverable be disclosed, or otherwise made available, by or through Client or at Client's request to a third party including but not limited to permitted disclosures to third parties under Section 4.3, Client agrees to indemnify Track32 against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure.

Article 7 Intellectual Property Rights

7.1 Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable Statement of Work, any intellectual property developed by Track32, and any working papers compiled in connection with the Services but not Client Information contained in them, shall be the property of Track32.

7.2 All intellectual property rights relating to the works delivered or used by Track32 in the context of the Agreement, including but not limited to results, images, designs, documents, reports, software, methods and procedures, shall be held exclusively by Track32, unless expressly agreed otherwise in writing. The Client shall not be permitted to reproduce them, disclose them, make them available to third parties or otherwise use them other than for the purpose for which they were provided, without the prior written consent of the contractor.

7.3 Client grants Track32 the right to use the results of Client's use of the tool provided by Track32, including generated data and usage information, for analysis purposes and to improve the underlying algorithms and functionalities of the tool. This right shall only be exercised in compliance with applicable laws and regulations, including relevant data protection and confidentiality provisions.

7.4 Client's right to use Deliverables under this Agreement arises following payment for the Services.

Article 8 Confidentiality, Data Protection and Security

8.1 Except as otherwise permitted by this Agreement, neither party may disclose to third parties any information, provided by or on behalf of the other that ought reasonably to be treated as confidential including, in the case of Track32, Client Information. Either party may, however, disclose such information to the extent that it:

a) Is or becomes public other than through a breach of this Agreement;
b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
c) Was known to the recipient at the time of disclosure or is thereafter created independently;
d) Is disclosed as necessary to enforce the recipient's rights under this Agreement;
e) Must be disclosed under applicable law, legal process, court or arbitral decision or professional regulations.

8.2 In addition to the above, Track32 may disclose such information in case Track32 acts on its own behalf in proceedings to which such information or material may be relevant.

8.3 Track32 uses Track32 Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. Track32 shall be responsible for any use or disclosure of Client Information by its Persons or Support Providers to the same extent as if Track32 had engaged in the conduct itself.

8.4 Client agrees that Client Information, including Personal Data, may be processed by Track32, Track32 Persons and their Support Providers in various jurisdictions in which they operate. Client Information, including any Personal Data, will be processed in accordance with applicable law, and appropriate technical and organizational security measures will be implemented to protect it.

8.5 As a professional services firm, Track32 is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified, when processing Personal Data subject to the General Data Protection Regulation or other applicable data protection law, Track32 acts as an independent controller, and not as a processor under Client's control or as a joint controller with Client. For Services where Track32 acts as a processor processing Personal Data on Client's behalf, the parties will agree appropriate data processing terms in the applicable Statement of Work.

Article 9 Compliance and Risk Management

9.1 In connection with the performance of its respective rights and obligations under this Agreement, Track32 and Client each will comply with all laws and regulations of any jurisdiction applicable to it from time to time e.g. concerning or relating to bribery or corruption.

Article 10 Fees and Expenses Generally

10.1 Client shall pay Track32's professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work or Subscription. Client shall also reimburse Track32 for other reasonable expenses incurred in performing the Services. The fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which Client shall pay.

10.2 Unless otherwise set forth in the applicable Statement of Work or the Subscription, payment is due within fourteen days following the date of each of Track32's invoices.

10.3 Client will bear any and all judicial and extrajudicial collection costs reasonably incurred by Track32 as a consequence of Client's not meeting its payment obligations. The extrajudicial collection costs shall be calculated in accordance with the Decree on extrajudicial collection costs of 1 October 2024 (Besluit vergoeding voor buitengerechtelijke incassokosten). Invoices and notices (including reminders), if any, can be presented electronically.

10.4 Track32 may charge additional professional fees if events beyond its control (including Client's acts or omissions) affect Track32's ability to perform the Services as agreed in the applicable Statement of Work or if Client asks Track32 to perform additional tasks.

10.5 If Track32 is required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, Client shall reimburse Track32 for any professional time and expenses including reasonable external and internal legal costs, incurred to respond to the request, unless Track32 is a party to the proceeding or the subject of the investigation.

Article 11 Force Majeure

11.1 Neither party shall be liable for breach of this Agreement other than payment obligations, caused by circumstances beyond such party's reasonable control such as for example force majeure.

11.2 Force majeure means any circumstance independent of the will of Track32, of a temporary or permanent nature, which prevents the fulfilment of the Agreement in full or in part, including but not limited to: strikes, government measures, pandemics, mobilisation, war, traffic or transport disruptions, natural disasters, fire, disruptions in the supply of third parties, breakdown of internet connections or other technical failures.

11.3 During the period of force majeure, the obligations of the Client shall be suspended. If fulfilment is permanently impossible or the force majeure situation continues for more than 60 days, both parties are entitled to dissolve the Agreement in full or in part in writing, without any obligation to pay damages.

11.4 Obligations that already arose before the force majeure occurred shall remain in full force.

Article 12 Term and Termination

12.1 This Agreement applies to all Services whenever performed including before the date of this Agreement or the applicable Statement of Work or Subscription.

12.2 This Agreement shall terminate on the completion of the Services.

12.3 Client shall pay Track32 for all work-in-progress, Services already performed, and expenses incurred by Track32 up to and including the effective date of the termination or expiration of this Agreement, as well as any applicable termination fees set forth in the applicable Statement of Work.

Article 13 Governing Law and Dispute Resolution

13.1 This Agreement, and any non-contractual matters or obligations arising out of it or the Services, shall be governed by, and construed in accordance with, the laws of the Netherlands.

13.2 Except as otherwise expressly agreed in writing, any dispute relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the court in Arnhem, to which each party agrees to submit for these purposes.

Article 14 Miscellaneous

14.1 This Agreement constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any previously agreed confidentiality agreements.

14.2 Each party may execute this Agreement, as well as any modifications to it, by electronic means. Both parties must agree in writing to modify this Agreement.

14.3 To the extent legally not prohibited, neither party may assign any of its rights, obligations or claims under this Agreement in whole or in part without the prior written consent of the other party.

14.4 Neither party may use or reference the other’s name, logos or trademarks without its prior written consent, provided that Track32 may use Client’s name publicly to identify Client as a client in connection with specific Services or otherwise.