

HELIN DATA GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1: DEFINITIONS

In these general terms and conditions, the following terms have the definitions listed below:

- **Helin:** Helin Data B.V. and/or any of its affiliates;
- **Client:** each natural or legal person with whom Helin enters into an Agreement;
- **Parties:** Helin and the Client;
- **Agreement:** any agreement between Helin and the Client in which Helin undertakes to provide the Client with any Goods and/or Services;
- **Conditions:** these general terms and conditions;
- **Goods:** all material goods as well as software that are or will be delivered to the Client by Helin; and
- **Services:** all services that are or will be performed to the Client by Helin.

ARTICLE 2: APPLICABILITY

1. These Conditions apply to all Agreements and all other legal relationships concerning the (potential) delivery of Goods and/or Services.
2. The applicability of any of the Client's purchase or other terms and conditions is expressly rejected.
3. Additions to or deviations from these Conditions shall only apply where agreed in writing between Parties.
4. In case of any inconsistency between the Conditions and the Agreement, the latter shall prevail.
5. If any provision of the Agreement or the Conditions proves to be void or invalid or cannot be enforced, this will not affect the other provisions of the Agreement and/or the Conditions. In such case, the Parties will agree on a replacement provision that closely approximates the content and meaning of the void, invalid or unenforceable provision, having due regard to the intention of the Parties.

ARTICLE 3: OFFERS

1. All offers for Goods and/or Services made by Helin shall be subject to contract, except where specified otherwise in writing by Helin.
2. Unless stated otherwise, all quotes are subject to price changes.
3. The Client guarantees the accuracy and completeness of the information that it submits to Helin and on which Helin bases its offer for Goods and/or Services.
4. The Client shall at all times exercise the greatest possible care to ensure that the requirements it would like Helin's Goods and/or Services to meet are accurate and comprehensive.

ARTICLE 4: PRICES AND PAYMENT

1. All prices are exclusive of turnover tax (VAT) and other government levies that have been or are later imposed. Except where agreed otherwise, all prices are in euros in all cases and the Client must effect all payments in euros.
2. All cost estimates and budgets issued by Helin shall be merely indicative, except where specified otherwise in writing by Helin. The Client may under no circumstances derive any rights or expectations from any cost estimates or budgets issued by Helin.
3. If the Client consists of more than one natural and/or legal persons, each of these persons shall be joint and severally liable in respect of payment of the amounts due on the basis of the Agreement.
4. Helin is entitled annually, each time on 1 January, to index prices in accordance with the service price index (*Dienstenprijsindex*) of Statistics Netherlands (*Centraal Bureau voor de Statistiek*). In addition, Helin is entitled to adjust the prices quarterly if market developments give cause for this.
5. Helin is entitled to request an advance payment before starting work in the context of the Agreement. The advance will be set off against the last invoice that will be sent to the Client in the context of the Agreement.

6. Unless agreed otherwise, payments must be made in the manner indicated by Helin within a 14 (fourteen) day period after the invoice date. If the Client exceeds this term, the Client will be in default by operation of law and default interest of 1% (one percent) per month will become payable by the Client to Helin.
7. The Client is not entitled to suspend or set off payments.
8. Complaints about invoices must be submitted to Helin in writing within 10 (ten) days after date of dispatch of the invoices. After expiry of the aforementioned term, the Client is deemed to have approved the invoices, after which the right of complaint is extinguished. Submitting a complaint does not release the Client from its payment obligations.
9. Helin may retain all information, documents, software and/or data files received or created in the context of the Agreement, despite an existing obligation to hand these over or transfer them, until the Client has paid all sums due to Helin.

ARTICLE 5: DELIVERY AND RETENTION OF TITLE AND RIGHTS

1. Delivery of Goods and/or Services agreed between Parties shall take place under the condition Ex Works in the meaning of the Incoterms 2020, except where agreed otherwise in writing.
2. Delivery of Goods and/or Services agreed between Parties shall be established to the best of Helin's knowledge on the basis of the information available to it at the time of entering into the Agreement.
3. Interim (delivery) dates agreed between the Parties or specified by Helin shall not have a binding effect on Helin and shall in all cases be merely indicative.
4. The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by Helin or agreed between the Parties has been exceeded, shall not mean that Helin is in default and shall in no event result in the termination of the Agreement or the allocation of damages and/or payment of interest.
5. The Client will accept the Goods and/or Services in the condition that it is in at the time of delivery ('as is'), therefore with all visible and invisible errors and defects without prejudice to Helin's obligations pursuant to the warranties in article 8 of these Conditions.
6. All Goods and/or Services delivered to the Client by Helin shall remain the property of Helin until the Client has met all its payment obligations pursuant to the Agreement in full. If the Client creates a new item (partly) from Goods delivered by Helin, the Client shall only create this item for the benefit of Helin and the Client shall retain the newly created item for Helin until the Client has met its payment obligations in full; in this case Helin shall remain the owner of the newly created item until the Client has met its payment obligations in full.

ARTICLE 6: CONFIDENTIALITY AND TAKING OVER PERSONNEL

1. The Client shall ensure that all information received from Helin that is known or should reasonably be known to be of a confidential nature is kept secret and the Client shall only use this information for the purpose for which it has been provided.
2. During the term of the Agreement and for 1 (one) year following termination of the Agreement, the Client shall not engage or otherwise employ, directly or indirectly, members of staff of Helin who are or were previously involved in the execution of the Agreement.
3. In the event the Client breaches any of its obligations under this article 6.1 and/or 6.2, the Client shall forfeit to Helin, without any prior notice of default being required, an immediately payable penalty of EUR 100.000 (one hundred thousand euro), per breach and EUR 10.000 (ten thousand euro) for each day the breach took place or continues, without limitation to any other right Helin may have under the Agreement or at law.

ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights with respect to the Goods and/or Services shall remain exclusively vested in Helin, its licensors or

its own suppliers. The Client shall only acquire those rights of use that are explicitly granted in the Agreement or by law. Any rights of use granted to the Client by Helin shall be non-exclusive, non-transferable to third parties and non-sub licensable.

2. The Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names or any other intellectual property right from the Goods and/or Services.
3. The Client warrants that no rights of third parties preclude the provision by Helin of Goods and/or Services to the Client. The Client shall indemnify Helin against all claims by third parties based on the assertion that such delivery or provision constitutes an infringement of any rights of the third party in question.

ARTICLE 8: WARRANTIES

1. Helin warrants that the Goods operate in all material respects for a period of 1 (one) year after delivery.
2. Helin warrants that the Services will be provided with due care and in accordance with the Agreement.
3. Helin does not guarantee that the Goods and/or Services will be fit for the actual and/or intended use by the Client. Helin also does not guarantee that the Goods and/or Services will operate with no interruptions, errors or defects or that all errors and defects will always be fixed.
4. The Client must notify Helin of any breach of warranty as soon as possible, but no later than 30 (thirty) days after discovery.
5. For any breach of the above warranties, the exclusive remedy shall be:
 - a. in case the breach relates to Goods:
 - i. the reparation and/or correction of such Goods, which will take place at a location and in a manner to be determined by Helin and in which case the Client will be responsible for the transport of the Goods to such location; or
 - ii. if Helin decides that reparation or correction is not possible in a commercially reasonable manner, the Client may terminate the Agreement and recover the fees paid to Helin in connection with such Goods; or
 - b. in case the breach relates to Services:
 - i. the correction and/or re-performance of such Service; or
 - ii. if Helin decides that correction or re-performance is not possible in a commercially reasonable manner, the Client may terminate the Agreement and recover the fees paid to Helin in connection with such Services.

ARTICLE 9: LIABILITY

1. Notwithstanding article 8, Helin's total liability to the Client and third parties, whether based in contract or tort, product liability or otherwise, is limited to compensation of direct damage only. Helin's liability for indirect damage such as loss of profit, loss due to business interruption and loss as a result of claims of third parties, shall be excluded.
2. Notwithstanding article 8, Helin's total liability to the Client and third parties is limited to direct damage not exceeding the lowest of:
 - a. the fee charged by Helin under the Agreement, or, in case the Agreement is a continuing performance contract (*duurovereenkomst*), the fees charged by Helin to the Client in the six (6) months prior to the moment the Client learned of the damage;
 - b. EUR 100.000 (one hundred thousand euro).
 - c. the amount paid out in the case in question under the liability insurance(s) taken out by Helin; or
3. The provisions of this article 9 and all other restrictions and exclusions of liability referred to in these Conditions shall also

apply in favour of all affiliates of Helin and all (legal) persons that Helin engages to execute the Agreement.

4. Any claim for compensation will lapse after the expiry of 2 (two) years after the Client learned of the damage and that Helin was the party liable for it.

ARTICLE 10: TERMINATION, DISSOLUTION AND SUSPENSION

1. The Parties shall only be entitled to dissolve or terminate the Agreement in case of an attributable failure to perform a fundamental obligation arising from the Agreement by the other Party, which is, if capable of remedy, not remedied within a reasonable term after a notice of default providing as many details as possible.
2. The Client's payment obligations, any of the Client's obligations arising from any applicable law on anti-bribery and/or corruption and all other obligations to cooperate imposed on the Client or on a third party to be engaged by the Client shall in all cases be regarded as fundamental obligations arising from the Agreement.
3. The Client shall under no circumstances be entitled to terminate any Agreement that has been entered into for a fixed term, before the end of such term.
4. Helin shall be entitled to terminate any Agreement that is a continuing performance contract (*duurovereenkomst*) upon 3 months' prior written notice.
5. Helin shall be entitled to terminate the Agreement in full or in part with immediate effect without being obliged to pay any compensation if:
 - a. the Client is declared bankrupt, granted a moratorium of payments, provisionally or otherwise;
 - b. a winding-up petition is filed in respect of the Client;
 - c. the Client's company is wound up or terminated for reasons other than reconstruction or the merger of companies;
 - d. the Client enters into a voluntary settlement with (a substantial number of) its creditors or is forced to do so; or
 - e. there is a change in the individual or board that has decisive control over the Client's company.

ARTICLE 11: FORCE MAJEURE

1. Force majeure is defined as strikes, weather conditions, fire, illness, war or natural disasters, suppliers of goods or services exceeding delivery terms, transport problems as a result of a lack of means of transport and/or government measures.
2. In case of a force majeure situation that has lasted more than 30 (thirty) days and as a result of which Helin cannot fulfil its obligations under the Agreement, Helin is entitled to terminate the Agreement by giving written notice. The part of the order that has already been performed will then be settled proportionally without Helin owing anything.

ARTICLE 12: TRANSFER

1. Helin shall at all times be entitled to transfer (part or all of) its rights and/or obligations arising from the Agreement or to encumber these to a third party.
2. The Client cannot transfer (part or all of) its rights and/or obligations arising from the Agreement or encumber these to a third party without the prior written approval of Helin.

ARTICLE 13: APPLICABLE LAW AND CHOICE OF FORUM

1. All offers, Agreements and these Conditions are exclusively governed by Dutch law.
2. All disputes arising from or connected to the Agreement and/or these Conditions will be heard exclusively, in the first instance or in provisional relief proceedings, by the competent court in The Hague, the Netherlands.
3. Helin has the right to make an application to the District Court in the Client's place of business.