Tacstone Technology B.V.
Kraanspoor 30
1033 SE Amsterdam
The Netherlands
t +31 (0)20 22 797 00
technology.tacstone.nl

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

- effective from 1 November 2026 -

In these General Terms and Conditions, the following definitions apply: "Agreement": any agreement between TT and the Client to which these General Terms and Conditions apply; "Parties": TT and the Client, and "Party": either of them; "Deliverables": the works, applications and documentation created and delivered for the Client under the Agreement; "Background Materials": all models, methods, software, tools, components, knowledge and documentation of TT or third parties existing prior to the Agreement or developed independently of it; "In Writing": by letter or email.

1. General (services)

1. These General Terms and Conditions apply to all offers, quotations, order confirmations, licence orders and agreements (including services agreements) between TT on the one hand and the Client and its legal successor(s) on the other.
2. The agreements referred to in Article 1.1 may relate to any services provided by TT, including consultancy, audits, project management, the development and management of automation solutions, and training.
3. These General Terms and Conditions do not apply to the supply by TT of licences for third-party software where TT acts as a reseller.

2. Basis of quotations

1. TT's quotations are based on the information provided by the Client. The Client warrants that, to the best of its knowledge, it has provided all essential information relevant to the quotation. TT shall perform the services to the best of its judgement and ability and in accordance with the standards of good professional practice.
2. Unless expressly agreed otherwise, the engagement entails an obligation to use reasonable endeavours rather than an obligation to achieve a specific result, as TT does not have all the resources and/or the requisite authority to guarantee the intended result.

3. Provision of information, personnel and facilities by the Client

1. To enable the engagement to be performed properly and, as far as possible, in accordance with the timetable, the Client shall provide in good time all documents, data, information and access to business systems and applications required by TT. The Client shall also ensure sufficient and timely availability of its own personnel insofar as they are required for the performance of the engagement.
2. At TT's request, the Client shall provide, free of charge at its premises, a workspace with internet access and access to the business systems and applications that TT's personnel need to perform their work.

4. Composition of the project team and changes during the engagement

1. Any team composition specified in the quotation on TT's side is always provisional. If the quotation names specific members of personnel, TT shall endeavour to assign those individuals. This depends on their availability when the engagement is formally approved, and the project schedule is prepared. If a named individual is no longer available at that time, TT shall endeavour to replace that individual with someone of an equivalent level of experience and seniority.
2. Following consultation with the Client, TT may change the composition of the project team during the engagement if necessary for its performance. Such a change shall not diminish the quality of the services or adversely affect the continuity of the engagement. The team may also be changed at the Client's request and in consultation with TT.

5. Hourly rates, travel expenses and other engagement costs

1. Unless otherwise agreed, the work shall be performed at the Client's premises or remotely, as agreed in consultation. For work at the Client's premises, travel expenses shall be charged at the agreed rate per

kilometre actually driven, calculated from TT's office at Kraanspoor 30, 1033 SE Amsterdam, to the work location.
2. A one-off administrative project set-up fee shall be charged for each engagement in accordance with the quotation or order confirmation.
3. Except for the travel expenses and one-off administrative fee referred to in Articles 5.1 and 5.2, all rates include other costs, such as secretarial costs, accommodation expenses and other engagement-related costs, unless otherwise stated.
4. All rates in the quotation or agreement (including a services agreement) are exclusive of VAT at 21%.

6. Changes to hourly rates following promotion

1. If a member of TT's personnel is promoted to a higher position during an engagement, TT may adjust that individual's hourly rate to reflect the new position.
2. Such an adjustment may only take effect on 1 January. At the Client's request, TT shall, where necessary, propose a replacement at the originally agreed level of seniority.

7. Annual adjustment and indexation of rates

1. TT shall adjust its service rates annually on 1 January, based on current developments in labour and other costs and market conditions. The newly determined rates shall apply to all new agreements entered from 1 January.
2. For existing agreements that are automatically renewed on 1 January, TT shall index the rates on that date based on the year-on-year change in the Statistics Netherlands (CBS) Consumer Price Index, all households' series (CPI). The monthly figure for July of the preceding year shall be used.
3. TT shall inform the Client of the rate adjustment in good time.

8. Project work on a time and materials basis and maximum budget

1. If the engagement is performed on a time and materials basis in accordance with the quotation, TT shall invoice monthly in arrears based on the time worked. Estimated time that is not used shall not be charged.
2. Where there is a fixed/scheduled commitment as referred to in Article 9, the invoiced time shall in principle correspond to the scheduled time.
3. If the quotation includes a cost estimate, that estimate shall constitute the maximum budget. The estimated amount shall not be exceeded without the Client's prior express consent.
4. The invoice shall be accompanied by a breakdown of the hours worked by each member of personnel assigned to the engagement.

9. Fixed/scheduled commitment

Where TT and the Client have agreed a fixed/scheduled commitment for one or more members of personnel with a corresponding rate discount, the following shall apply:

1. A fixed/scheduled commitment exists where the assignment of the relevant member(s) of personnel has been agreed for at least two days per week over a continuous period and the Parties have determined the weekdays on which the work shall be performed.
2. The Client guarantees that it will take up the fixed/scheduled commitment. If, unexpectedly, the Client does not or cannot take up that commitment, it shall be charged for the relevant period at the agreed rate. This shall not apply in exceptional circumstances, such as the absence of the relevant individual due to illness, training or holiday.
3. The Client may reduce or terminate the fixed/scheduled commitment for everyone during the engagement with effect from the first day of a calendar month, subject to at least four weeks' advance notice. The Client shall notify TT's engagement manager of this In Writing.
4. TT guarantees the availability of the relevant member(s) of personnel for the fixed/scheduled commitment on the agreed weekdays. If an individual is occasionally unavailable on a scheduled day, TT and the Client shall agree whether the missed time can be made up.
5. If an individual is unavailable for more than four weeks due to unforeseen circumstances, TT shall propose a suitable replacement as soon as possible, but no later than within one month.
6. Unless the Parties agree a change to the commitment during the engagement, it shall be tacitly renewed each month for a further month.
7. The rate discount for a fixed/scheduled commitment shall cease to apply if, at the Client's request, that commitment is reduced on a structural basis below the minimum of two days per week.

10. Payment terms

1. TT's invoices are payable within fifteen days.
2. If payment remains outstanding after the due date, despite TT having sent the Client at least one payment reminder, TT may charge statutory interest under Dutch law on the outstanding amount.
3. If payment remains outstanding despite a payment reminder and the Client has not submitted a complaint regarding the services provided or the relevant invoices, TT may suspend its services and/or the availability of services and products supplied by it. TT shall notify the Client In Writing in advance of its intention to do so and shall give the Client one further opportunity to fulfil its payment obligations within a reasonable period.

11. Changes to the engagement and additional work

1. The Client accepts that the engagement schedule may be affected if the Parties agree during the engagement to expand or change the approach, working methods, team composition, scope of the engagement and/or the resulting work.
2. If a change to the engagement or its performance during the engagement is caused by the Client, TT shall make the necessary adjustments where required by the quality of the services. If an adjustment results in additional work, TT shall propose that work to the Client as an additional engagement.

12. Duration and completion of the engagement

1. In addition to the team's efforts, the duration of the engagement may be affected by factors such as the quality of the information received by TT and the cooperation provided. TT therefore cannot always specify in advance exactly how long the engagement will take to perform.
2. The engagement shall be financially closed once the Client has approved the final account prepared by TT. If the Client does not respond within fifteen days of the date of the final account, it shall be deemed to have been approved.

13. Early termination of the engagement

1. Either Party may unilaterally terminate the Agreement before its completion if it considers that the Agreement can no longer be performed in accordance with the confirmed engagement. A Party may dissolve the Agreement for non-performance (ontbinding) if the other Party fails to fulfil its obligations for reasons attributable to it and does not remedy that failure following a written notice of default (ingebrekestelling) setting out the grounds and allowing a reasonable period to remedy the failure.
2. Notice of termination shall state the reasons and shall be given to the other Party In Writing, subject to a notice period of at least one month.
3. TT shall exercise its right to early termination only if completion of the engagement cannot reasonably be required of it due to facts or circumstances beyond its control or not attributable to it. TT shall remain entitled to payment for the work performed up to that point. TT shall make the provisional Deliverables of that work available to the Client subject to reservations. Any additional costs shall be charged.
4. If either Party is declared bankrupt, applies for a suspension of payments (surseance van betaling) or ceases its business operations, the other Party may terminate the Agreement without a notice period, without prejudice to its other rights.

14. Intellectual property

1. All intellectual property rights in the Deliverables and the Background Materials shall vest in TT or its licensors. This also applies to improvements, further developments and derivative works, irrespective of whether they were created on the Client's instructions.
2. Upon full payment of all amounts due in respect of the relevant Deliverables, TT shall grant the Client a right to use the Deliverables. This right shall be perpetual, irrevocable, non-exclusive, royalty-free and non-transferable, and shall apply to the internal business operations of the Client and its group companies. Within this scope, the Client may use, install, copy, secure, maintain and modify the Deliverables. The right of use shall also extend to Background Materials insofar as they are incorporated into the Deliverables or are necessary for their use.
3. The Client may engage third parties to manage, maintain or further develop the Deliverables for use within its own organisation, provided that such third parties use the Deliverables solely for the Client's benefit and are bound by appropriate confidentiality obligations.
4. TT retains the right freely to use and further develop the knowledge, experience, methods, models and components acquired or developed by it in performing the engagement, including for work for third parties.
5. In exercising the right referred to in Article 14.4, TT shall not use or disclose the Client's confidential information, personal data or business data. TT's rights under Article 14.4 do not extend to the Client's data.

6. If the Client wishes to obtain exclusivity or a transfer of ownership of certain Deliverables, the Parties shall agree this In Writing in advance in return for an additional fee. In the absence of such an agreement, Articles 14.1 to 14.5 shall apply.
7. Third-party software, materials and components, including open-source software, shall be subject to the licence terms of the relevant rights holders. TT shall not transfer any intellectual property rights in them. Insofar as reasonably possible, TT shall inform the Client of applicable licence terms that restrict use of the Deliverables.

15. Non-solicitation

1. During and after termination of the Agreement, the Client shall not directly or indirectly attempt to induce TT's personnel to enter employment with the Client, any undertaking of the Client or any undertaking affiliated with the Client.

16. Confidentiality

1. TT shall keep all the Client's confidential information and data confidential and shall take appropriate precautions in connection with the engagement to protect the Client's interests.
2. The Parties shall keep confidential all confidential information received from each other in connection with the engagement and shall use it solely for the performance of the Agreement. This obligation shall not apply to information that was already lawfully in the public domain, has been independently developed, has been lawfully obtained from a third party or must be disclosed pursuant to applicable laws or regulations. The Client may share Deliverables and advisory reports with personnel, group companies and professional advisers who require them for its own organisation and are bound by appropriate confidentiality obligations. The Client's rights of use under Article 14 shall remain unaffected.

17. Liability

1. TT shall be liable for failures in the performance of the engagement insofar as they result from a failure to exercise the care, expertise and professional skill that may be expected in connection with the services.
2. Liability for loss or damage resulting from such failures shall be limited to the amount for which TT has taken out liability insurance. At the Client's request, TT shall make the insurance policy available for inspection.
3. The Client shall submit any claim under this Article within three months of discovering the loss or damage. Failing this, the claim shall lapse.

18. Governing law

1. The Agreement shall be governed exclusively by Dutch law.

19. Disputes

1. All disputes arising from the performance of the Agreement or any further agreements resulting from it shall be settled in accordance with the rules of the Netherlands Arbitration Institute in Rotterdam.

20. Amendments to these General Terms and Conditions

1. TT may amend these General Terms and Conditions where necessary due to changes in laws or regulations, technological developments or changes to its services. TT shall inform the Client In Writing at least thirty days before the effective date of any amendment applicable to an ongoing Agreement. If the amendment materially adversely affects the Client's position, the Client may, before the effective date, terminate the Agreement In Writing with effect from that date. Amendments to the Client's previously agreed rights of use in respect of the Deliverables shall apply only with the written consent of both Parties.

- End -