

## General Terms and Conditions Worxspace B.V.

### 1. General Worxspace B.V.

- 1.1 Worxspace B.V. is located at Mia van IJperenplein 82-84, 3065 JK in Rotterdam.
- 1.2 Worxspace B.V. registered in the trade register on 19-04-2023 (KvK: 865165920).
- 1.3 Worxspace B.V. offers total care, as a partner in IT and cloud services. Worxspace's data-centric infrastructure makes it possible to move data and applications from the customer to locations that are most efficient for the customer.
- 1.4 The purpose and scope of these General Terms and Conditions is to guarantee the quality of the relationship between Worxspace B.V. and the Client, also to provide clarity about the aforementioned quality of the relationship.

### 2. Applicability of General Terms and Conditions Worxspace B.V.

- 2.1 These General Terms and Conditions apply to all offers, legal relationships and agreements in which Worxspace B.V. supplies goods and/or services of any kind to the Client. An agreement within the meaning of these General Terms and Conditions is understood to mean any agreement, verbal or written, that is concluded between Worxspace B.V. and the Client. Deviations from and additions to these General Terms and Conditions are only valid if they have been expressly agreed in writing.
- 2.2 All offers and other statements by Worxspace B.V. are without obligation, unless Worxspace B.V. has expressly stated otherwise in writing. The Client guarantees the correctness and completeness of the requirements and specifications of the performance and other data on which Worxspace B.V. bases its offer, as provided by or on behalf of the Client to Worxspace B.V. cannot be held to its offers and other statements if the Client could reasonably understand that the offer or other statement, or a part thereof, contains an obvious mistake or error.
- 2.3 Applicability of the Client's purchasing or other conditions is expressly rejected. Only the General Terms and Conditions of Worxspace B.V. apply.
- 2.4 If any provision of these General Terms and Conditions is void or annulled, the other provisions of these General Terms and Conditions will remain fully in force. Worxspace B.V. and its Client will then enter into consultation in order to agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the original provisions will be observed as much as possible.
- 2.5 If Worxspace B.V. does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that Worxspace B.V. has in any way waived the right to subsequently require strict compliance with the provisions of these conditions.

3. Agreement

- 3.1 All additions, changes and further agreements to the agreement only apply if they have been agreed in writing.
- 3.2 The order confirmation is deemed to be an accurate representation of the agreements made if no written objections have been received from the Client within 10 working days after dispatch.
- 3.3 In the event of a difference between the request of the Client and the written confirmation of Worxspace B.V., only the written confirmation of Worxspace B.V. is binding.

4. Price and payment

- 4.1 All prices are exclusive of sales tax (VAT) and other levies imposed by the government. Unless otherwise agreed, all prices mentioned are stated in euros and the Client must make all payments in euros.
- 4.2 In the absence of a specific arrangement, Worxspace B.V. is entitled to adjust its prices and rates at least annually (as of 1 January) in accordance with the annual indexation specified by the CBS.
- 4.3 In the absence of a specific arrangement, Client will pay invoices of the agreed price and additional work no later than thirty days after the invoice date. Client is not entitled to offset or suspend a payment.
- 4.4 All payments must be made without any deduction or offset to the account designated by Worxspace B.V.
- 4.5 If Client fails to pay the amounts due on time, Client shall be in default by operation of law, without any reminder, notice or notice of default being required, and shall owe statutory interest plus 2% on the outstanding amount from the due date. If Client fails to pay the claim after reminder, notice or notice of default, Worxspace B.V. shall have the right to either terminate the agreement or to immediately and without any warning demand payment in full of any amount owed by Client on the basis of the services and deliveries provided by Worxspace B.V., all without prejudice to the right to compensation for costs, damages and interest (including a penalty invoice for failure to meet the payment obligation of 20% of the unpaid invoice amount). Worxspace B.V. shall be entitled to charge Client for all (extra)judicial costs incurred in connection with the collection of the amounts then due. The extrajudicial collection costs amount to at least 15% of the amount owed by the Client, including the aforementioned interest.
- 4.6 Payments made by the Client shall always be used to settle the interest and costs owed first, and the oldest outstanding invoices second, even if the Client states that the payment relates to a later invoice.

4.7 In the event of reasonable doubt about the creditworthiness of the Client, Worxspace B.V. shall have the right to request security or additional security for the fulfilment of the Client's obligations under the agreement prior to or during the performance of the agreement. Worxspace B.V. shall be entitled to suspend its obligations under the agreement if it has given the Client a reasonable period in this regard and the Client has not provided the desired security within that period. In the event of the Client's refusal or inability to provide sufficient security, Worxspace B.V. shall be entitled to suspend its obligations under the agreement if it has given the Client a reasonable period in this regard and the Client has not provided the desired security within that period. In the event of the Client's refusal or inability to provide sufficient security, Worxspace B.V. shall be entitled to suspend its obligations under the agreement if it has granted the Client a reasonable period in this regard and the Client has not provided the desired security within that period. entitled to terminate the agreement and to take back the goods already delivered but not yet paid for, without prejudice to its right to compensation.

4.8 The full claim for payment is immediately due and payable if:

- a) a payment term has been exceeded;
- b) Client has gone bankrupt or applies for a suspension of payments;
- c) Client's goods or claims are seized;
- d) Client (legal entity) is dissolved or liquidated;
- e) Client (natural person) is placed under guardianship or dies.

5. Confidential information, non-approach and privacy

5.1 All information provided by one party to the other party, of which the other party knows or should reasonably know that it is of a confidential nature, which in any case includes all products made available by Worxspace B.V. to the Client, is considered confidential information. The party that receives confidential information will only use this information for the purpose for which it was provided.

5.2 Worxspace B.V. undertakes to take the measures that can reasonably be expected of it to ensure confidentiality of confidential information received by it or its employees from the Client. Worxspace B.V. will observe reasonable instructions from the Client in this regard.

5.3 Neither party shall, without the consent of the other party, during the term of an agreement and one year after its termination, employ, approach for employment or otherwise, directly or indirectly, have employees of the other party who have been involved in the performance of that agreement work for them.

- 5.4 Client indemnifies Worxspace B.V. against claims from persons whose personal data are registered or processed in the context of a personal registration that is maintained by Client or for which Client is otherwise responsible under the law, unless Client proves that the facts underlying the claim are solely attributable to Worxspace B.V.
- 5.5 If this is necessary for the performance of the agreement, Client shall, upon request, inform Worxspace B.V. in writing about the manner in which Client fulfils its obligations under the legislation in the field of the protection of personal data.
- 5.6 Worxspace B.V. has recorded the processing of personal data in its Privacy Statement and this is published on its website.

  

- 6. Retention of title and rights
  - 6.1 All items delivered to the Client shall remain the property of Worxspace B.V. until all agreed amounts, as well as all other amounts that the Client owes due to failure to meet the payment obligation, have been paid in full to Worxspace B.V. The Client shall be deemed to hold or have held the items for Worxspace B.V. until that time.
  - 6.2 Rights shall always be granted or transferred to the Client, where applicable, on the condition that the Client pays the agreed fees for this purpose in full and on time.
  - 6.3 Items delivered by Worxspace B.V. that fall under the retention of title may not be resold and may never be used as a means of payment. The Client is not authorised to pledge or otherwise encumber the items that fall under the retention of title.
  - 6.4 The Client shall always do everything that may reasonably be expected of him to safeguard the ownership rights of Worxspace B.V. to secure.
  - 6.5 In the event that Worxspace B.V. wishes to exercise its property rights as indicated in this article, the Client hereby grants unconditional and irrevocable permission in advance to Worxspace B.V. and to third parties designated by Worxspace B.V. to enter all places where the property of Worxspace B.V. is located and to take back those items.
  - 6.6 If the Client fails to pay any amount due to Worxspace B.V., Worxspace B.V. is entitled to take back all items delivered to the Client. The Client authorizes Worxspace B.V. to have all items in question returned at the Client's expense.
- 7. Risk
  - 7.1 The risk of loss, theft or damage to items, products, software or data that are the subject of an agreement shall pass to Client at the time at which they are placed in the actual possession of Client or an assistant of Client.

8. Third-party products

8.1 If and to the extent that Worxspace B.V. makes third-party products available or delivers them to the Client, the terms and conditions of those third parties will apply to those products, with the provisions of the agreement and these General Terms and Conditions being set aside. The Client accepts the said third-party terms and conditions. Worxspace B.V. will send a copy thereof to the Client upon request.

8.2 If and to the extent that the terms and conditions of third parties are deemed not to apply or are declared inapplicable in the relationship between the Client and Worxspace B.V. for whatever reason, the provisions of the agreement and these General Terms and Conditions shall apply.

9. Intellectual and industrial property rights

9.1 All intellectual and industrial property rights to all products developed or made available under an agreement are the exclusive property of Worxspace B.V. or its licensors. In this article, 'product' includes, among other things: analyses, designs, documentation, reports, quotations, equipment, software, websites and data files as well as preparatory material thereof. If Worxspace B.V. is prepared to commit to transferring an intellectual property right, such a commitment can only be entered into in writing and explicitly.

9.2 Client obtains the rights of use that are expressly granted in these General Terms and Conditions, the written agreement concluded between the parties and the law. A right of use accruing to Client is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.

9.3 Worxspace B.V. indemnifies Client against any legal action by a third party based on the allegation that products developed by Worxspace B.V. itself infringe an intellectual or industrial property right applicable under Dutch law ('infringement'), on the condition that Client immediately informs Worxspace B.V. in writing of the existence and content of the legal action and leaves the handling of the case, including any settlements, entirely to Worxspace B.V. To this end, Client will grant Worxspace B.V. the necessary powers of attorney, information and cooperation to defend itself, if necessary in the name of Client, against these legal actions. This obligation to indemnify shall lapse if the alleged infringement is related to (i) materials made available to Worxspace B.V. by Client for use, processing, processing or incorporation, or (ii) changes that Client has made to the products or has had made by third parties. If it has been irrevocably established in court that the products developed by Worxspace B.V. itself infringe any intellectual or industrial property right belonging to a third party or if, in the opinion of Worxspace B.V., there is a reasonable chance that such an infringement will occur,

Worxspace B.V. will, if possible, ensure that Client can continue to use the delivered product, or functionally equivalent other products, undisturbed, for example by adapting the infringing parts or by acquiring a right of use for Client. If Worxspace B.V., in its sole opinion, cannot or cannot otherwise ensure in a manner that is unreasonably burdensome for it (financially or otherwise), that Client can continue to use the delivered product undisturbed, Worxspace B.V. will take back the delivered products against crediting of the acquisition costs minus a reasonable user fee. Worxspace B.V. will not make its choice until after consultation with Client. Any other or further liability or indemnity obligation of Worxspace B.V. due to infringement of intellectual or industrial property rights of a third party is completely excluded, including liability and indemnity obligations of Worxspace B.V. for infringements caused by the use of the delivered products (i) in a form not modified by Worxspace B.V., (ii) in conjunction with items or products not supplied or provided by Worxspace B.V. or (iii) in a manner other than that for which the products were developed or intended.

- 9.4 Client guarantees that no rights of third parties oppose the provision to Worxspace B.V. of equipment, software, material intended for websites (images, text, music, domain names, logos, etc.), data files or other materials, including design material, for the purpose of use, editing, installation or incorporation (e.g. in a website). Client indemnifies Worxspace B.V. against any action based on the claim that such provision, use, editing, installation or incorporation infringes any third-party right.
- 9.5 Client shall not remove or change any indication(s) concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property right from the software, website, data files, equipment or materials.
- 9.6 Even if the agreement does not expressly provide for this, Worxspace B.V. is always permitted to implement technical measures to protect equipment, data files, website, software made available, software to which the Client is granted access (directly or indirectly), and the like in connection with an agreed restriction in the content or the duration of the right to use these objects. The Client will not remove or circumvent such technical measures.
- 9.7 Worxspace B.V. is never obliged to perform data conversion, only if this has been agreed in writing with the Client.

## 10. Cooperation by Client

- 10.1 Client shall always provide Worxspace B.V. in a timely manner with all data or information that is useful and necessary for the proper execution of an agreement and shall provide all cooperation, including granting access to its buildings. If Client uses its own personnel in the context of providing cooperation for the execution of an

agreement, this personnel shall have the necessary knowledge, experience, capacity and quality.

- 10.2 Client shall bear the risk of the selection, use and application in its organisation of the products supplied by Worxspace B.V. and services to be provided and shall also be responsible for the control and security procedures and adequate system management.
- 10.3 If Client makes software, websites, materials, data files or data available to Worxspace B.V., these shall comply with the specifications necessary for the execution of the work.
- 10.4 If Client fails to provide Worxspace B.V. with the data, equipment, software or employees necessary for the performance of an agreement, fails to do so in a timely manner or fails to do so in accordance with the agreements, or if Client otherwise fails to meet its obligations, Worxspace B.V. shall have the right to suspend the performance of that agreement in whole or in part and shall have the right to charge the costs incurred as a result at its usual rates, all without prejudice to the right of Worxspace B.V. to exercise any other statutory right.
- 10.5 If employees of Worxspace B.V. perform work at Client's location, Client shall provide the facilities reasonably desired by those employees free of charge, such as a workspace with adequate computer equipment and telecommunication and/or data communication facilities. Client shall permit employees of Worxspace B.V. to take reasonable measures to prevent occupational diseases. Client shall indemnify Worxspace B.V. for claims from third parties, including employees of Worxspace B.V., who suffer damage in connection with the performance of an agreement as a result of actions or omissions by Client or of unsafe situations in its organization. Client will inform the employees of Worxspace B.V. to be deployed of the house and security rules applicable within its organization in a timely manner.
- 10.6 If telecommunication and/or data communication facilities, including the internet, are used in the performance of an agreement, Client is responsible for the correct choice and the timely and adequate availability thereof. Worxspace B.V. will observe reasonable instructions from Client regarding this use. Worxspace B.V. is never liable for damage or costs due to transmission errors, malfunctions or unavailability of these facilities.

## 11. Delivery periods

- 11.1 All (delivery) periods stated or agreed by Worxspace B.V. have been determined to the best of its knowledge on the basis of the information known to Worxspace B.V. when entering into an agreement. Worxspace B.V. makes every effort to observe agreed (delivery) periods as much as possible. Interim (delivery) dates stated by Worxspace B.V.

or agreed between the parties are always target dates, do not bind Worxspace B.V. and are always indicative. The mere exceeding of a stated or agreed (delivery) period does not put Worxspace B.V. in default. Worxspace B.V. is not bound by (delivery) periods that can no longer be met due to circumstances beyond its control that occurred after entering into that agreement. Worxspace B.V. is also not liable for any delays in delivery periods if Client decides to change the content or scope of the delivery or change the approach to the implementation. If there is a risk of exceeding any period, Worxspace B.V. and Client will enter into consultation as soon as possible in order to reach an agreement.

11.2 If it has been agreed that the performance of the agreed activities will take place in phases, Worxspace B.V. is entitled to postpone the commencement of the activities that belong to a phase until Client has approved the results of the preceding phase in writing.

12. Termination of agreement / dissolution

12.1 Each of the parties shall only be entitled to dissolve an agreement if the other party, after a proper and as detailed as possible written notice of default in which a reasonable period is set for remedying the shortcoming, is culpably in breach of essential obligations under that agreement. If an agreement has been entered into for an indefinite period and does not end by completion, it may be terminated in writing by either party after proper consultation and stating reasons. If no notice period has been agreed between the parties, a minimum period of 30 days after the end of the month must be observed when terminating. Worxspace B.V. shall never be liable for any damages due to termination.

12.2 Either party may terminate an agreement in writing, in whole or in part, with immediate effect, without notice of default if the other party is granted a suspension of payments - provisionally or otherwise - if bankruptcy is requested with respect to the other party or if its company is liquidated or terminated other than for the purpose of reconstruction or merger of companies. The party that terminates the agreement in this way shall never be obliged to make any refund of monies already received or to pay any damages. In the event of bankruptcy of Client, the right to use products made available to Client shall lapse by operation of law.

12.3 If, at the time of termination of an agreement, Client has already received services in execution of that agreement, these services and the associated payment obligation will not be subject to cancellation, unless Client proves that Worxspace B.V. is in default with respect to those services. Amounts that Worxspace B.V. has invoiced before the termination in connection with what it has already performed or delivered in execution

of that agreement, remain due in full, subject to the provisions of the previous sentence, and become immediately due and payable at the time of termination.

- 12.4 Client is not entitled to terminate an agreement of assignment that has been entered into for a fixed period of time.
- 12.5 Client is liable, in the event of termination of the contract, for any property of Worxspace B.V. to be returned in good condition within 30 days after termination.
- 12.6 In the event of automatic renewal of the contract, the standard notice period of 30 days after the end of the month applies, unless otherwise stated in the contract.

## 13. Liability of Worxspace B.V.

- 13.1 The total liability of Worxspace B.V. under an agreement is limited to compensation for direct damage up to a maximum of the amount of the agreed fee for that agreement (excluding VAT) for the work to be performed by Worxspace B.V. If the agreement is primarily a long-term agreement with a term of more than one year, the price agreed for that agreement is set at the total of the fees (excl. VAT) agreed for one year. In no case, however, will the total compensation for direct damage exceed 25,000 euros (excluding VAT).
- 13.2 Liability of Worxspace B.V. for indirect damage, including but not limited to consequential damage, lost profit, missed savings, reduced goodwill, damage due to business stagnation, damage resulting from claims by customers of Client, mutilation or loss of data (with the exception of the backup managed by Worxspace B.V.), damage related to the use of items, materials or software from third parties prescribed by Client to Worxspace B.V. and damage related to the involvement of suppliers prescribed by Client to Worxspace B.V., is excluded.
- 13.3 The liability of Worxspace B.V. for products/services of third parties will never exceed what can be recovered from the third party(ies) in question.
- 13.4 A condition for the creation of any right to compensation is always that Client reports the damage to Worxspace B.V. in writing as soon as possible after it has occurred.
- 13.5 Client indemnifies Worxspace B.V. against all claims by third parties due to product liability as a result of a defect in a product or system that Client supplied to a third party and that partly consisted of products supplied by Worxspace B.V., except if and to the extent that Client proves that the damage was caused by those products.

## 14. Force Majeure

- 14.1 Neither party is obliged to fulfil any obligation under an agreement if it is prevented from doing so as a result of force majeure (referring to article 6:75 of the Civil Code). Force majeure is also understood to mean (1) force majeure of suppliers of Worxspace B.V.,

(2) the failure to properly fulfil obligations of suppliers prescribed by the Client to Worxspace B.V., as well as (3) defectiveness of items, materials, software of third parties, the use of which by the Client is in the interest of Worxspace B.V. is prescribed, (4) electrical failure, (5) failure of the internet, network or communication facilities, (6) war, (7) occupation, (8) strike, (9) general transport problems, (10) unavailability of one or more members of staff (due to illness), (11) mobilization, (12) stagnation in supply, (13) fire, (14) natural disasters, (15) diseases, epidemics or quarantines and (16) government measures.

14.2 If a force majeure situation has lasted longer than ninety days or is expected to last longer than ninety days, each of the parties has the right to terminate that agreement immediately by written dissolution. In that case, what has already been performed under that agreement will be settled proportionally, without the parties owing each other anything else.

## 15. Disclosure

15.1 Client hereby grants Worxspace B.V. permission to use the services of Worxspace B.V. for which the Client has chosen and to disclose the nature thereof. After prior written consent from the Client, Worxspace B.V. is permitted to disclose the implemented or to be implemented solution and may draw up and disclose a broad description of the reasons that made the Client decide to choose the solution of Worxspace B.V. as well as the benefits that this will bring to the Client.

## 16. Applicable law and disputes

16.1 Dutch law applies to the agreements between Worxspace B.V. and Client. Applicability of the Vienna Sales Convention 1980 is excluded.

16.2 If disputes arise between Worxspace B.V. and Client as a result of an agreement concluded between Worxspace B.V. and Client, each of the parties is entitled to submit the dispute to the competent court in Rotterdam.

16.3 In the event of possible complaints, these can be made known by sending an email to the Service Desk; [servicedesk@worxspace.nl](mailto:servicedesk@worxspace.nl).

## 17. Location and changes to conditions

17.1 These conditions have been filed with the Chamber of Commerce.

17.2 The most recently filed version or the version that applied at the time the legal relationship with Worxspace B.V. was established always applies.