

## RDC inMotiv Nederland B.V. General Terms and Conditions

### 1. Definitions

- 1.1. The following definitions apply in these general terms and conditions:

*RDC*: the party that applies these general terms and conditions, being RDC inMotiv Nederland B.V., a private limited company with its registered office and principal place of business in Amsterdam.

*Customer*: a client – not being a consumer – acting in the course of a business or the exercise of a profession.

*Services*: the supply of items, products, materials, documents, information and/or services by RDC or by a third party at RDC's request.

### 2. Scope of application of these general terms and conditions

- 2.1. These general terms and conditions apply to all quotations, offers, legal relationships and any contract for the Services between RDC and a Customer, insofar as the parties have not expressly provided otherwise in writing.
- 2.2. The Customer's general purchasing conditions or other terms and conditions are hereby expressly rejected.
- 2.3. If any of the provisions of these general terms and conditions are void, voidable or otherwise unenforceable or invalid, the remaining provisions will remain in full force and the parties will immediately consult each other to replace the void or unenforceable provision(s) by one or more provisions whose content and purport is as close as possible to the void or unenforceable provision and are valid and enforceable.
- 2.4. If and to the extent that software or any other part of the Services is provided by a third party, RDC can provide the third party's terms and conditions before or on entering into the contract. In that case, the third party's terms and conditions for that part of the Services will apply in the relationship between the third party and the Customer, and will prevail over these general terms and conditions in the relationship between the third party and the Customer if there are contradictions. If for any reason the third party's terms and conditions are deemed not to be applicable, these general terms and conditions will apply in full to the relationship between the third party and the Customer.

### 3. Quotations and formation of the contract

- 3.1. All RDC quotations and offers are subject to contract and subject to deliverability, unless the quotation or offer specifies a time limit for acceptance.
- 3.2. If it concerns a combined quotation, RDC is under no obligation to deliver part of the Services included in the quotation at a corresponding part of the quoted price. Nor does the quotation automatically apply to repeat orders.
- 3.3. RDC quotations are valid for a period of thirty (30) days, unless specified otherwise, and without prejudice to RDC's right to correct manifest errors, including clerical errors. RDC is only bound to a quotation if the Customer confirms its acceptance in writing, including by email, within thirty (30) days.
- 3.4. The Customer guarantees that the information supplied to RDC by or on behalf of the Customer, on which the offer is based, is complete and accurate. If this information is inaccurate or incomplete, then RDC is entitled to withdraw or amend the quotation.
- 3.5. Assignments are given exclusively to and accepted by RDC and are not intended to be performed by any particular person.
- 3.6. A contract for Services will in any event be established as soon as the Customer (i) returns to RDC a signed quotation, offer, or other similar legally binding document from RDC within the validity period; (ii) cooperates with RDC's provision of the Service in accordance with this document; or (iii) pays an RDC invoice for the Service. In such a case, the contract consists of the document in question together with these general terms and conditions, any applicable third-party terms and conditions and any other agreed documents such as a data processing agreement.
- 3.7. If these general terms and conditions require a statement to be made in writing or an agreement to be recorded in writing, that requirement can be met by means of an electronic statement or a recording by electronic means respectively, unless otherwise agreed.

### 4. Customer account

- 4.1. Using a Service requires an RDC account. Registration can be done by completing a registration form. The Customer will create one account only.
- 4.2. The Customer guarantees that the person who creates an account on behalf of the Customer, and/or accepts quotations, offers or other documents from RDC on behalf of the Customer, is authorised to represent and bind the Customer with respect to the Services.
- 4.3. The Customer is responsible for maintaining the confidentiality of the account and the information required to access the account. The Customer is responsible for activities that take place in the account. If the Customer

becomes aware of or suspects unauthorised use of the account or information required to access the account, the Customer will immediately inform RDC in writing.

- 4.4. The Customer will not share the information required to access the account with unauthorised persons. Creating customer accounts for third parties is expressly forbidden.
- 4.5. RDC may suspend or terminate an account for its own reasons, including if it suspects abuse or fraud.
- 4.6. The Customer's access to the account ends once the Services end and the Customer will no longer be able to log in.

### 5. Delivery, risk transfer and retention of title

- 5.1. The Customer must accept the agreed Services when RDC delivers them to the Customer or when they are made available to the Customer in accordance with the contract.
- 5.2. If the Customer refuses to accept the Services or refuses or otherwise fails to provide the information or instructions required for Services, the Services will be suspended at the Customer's risk. In that case, the Customer will be liable for all additional costs, including storage and insurance costs, as well as the agreed costs of the Services themselves.
- 5.3. The risk of loss of or damage to the items that RDC delivers to the Customer as part of the Services transfers to the Customer when the item has been placed in the actual control of the Customer or an assistant used by the Customer, including when RDC makes the item available to the Customer on RDC's systems.
- 5.4. All items delivered to the Customer as part of the Service will remain the property of RDC until RDC has received all amounts that the Customer owes RDC pursuant to the contract concluded between the parties. The Customer will not pledge or in any other way encumber any items covered by the retention of title, and undertakes to insure and keep insured the Services delivered under retention of title against fire, explosion and water damage as well as against theft, and to make the policy of this insurance available for inspection immediately on request.
- 5.5. Rights, such as licences, will be granted or transferred to the Customer, where applicable, under the suspensive condition that the Customer has paid the fees due to RDC in full and in good time.
- 5.6. RDC may deliver the Services in parts, except if a partial delivery has no independent value. If the Services are delivered in parts, RDC may invoice each part of the Services separately.
- 5.7. RDC is entitled to change the content and scope, including prices, of the Services from time to time, for instance if applicable laws or regulations are amended or there are changes to the services of suppliers. If the change substantially and adversely affects the Customer's business operations or procedures, the Customer will be entitled to terminate the contract by giving written notice to RDC by the date the change takes effect, unless the change is due to an amendment to applicable laws or regulations or if RDC bears the costs of adapting its business operations or procedures.

### 6. Delivery time

- 6.1. Delivery times and dates given by RDC are indicative in nature, are always approximate, and are not deadlines. RDC will make reasonable efforts to observe agreed delivery times and dates as much as possible when providing the Service.
- 6.2. A delivery time or date quoted by RDC will not commence until RDC has received all of the necessary information from the Customer and it expires if the parties agree in writing on an interim change to the content or scope of the Services.
- 6.3. If the delivery is not made in time or incorrectly, RDC will only be in default once the Customer has given RDC a written notice of default, whereby the Customer will give RDC a reasonable period of at least 30 (thirty) days to rectify its shortcoming and RDC fails to rectify its shortcoming within the set period. The notice of default must include a clear, comprehensive and detailed description of the shortcoming.
- 6.4. RDC may make the delivery of certain Services dependent on the written permission of a third party that has attached conditions to the use of the items, products, information, data and/or services required for the Services.

### 7. Guarantee

- 7.1. RDC will make every effort to ensure that the Services meet the agreed functional and technical specifications and are free of material defects. The previous applies to delivered items for a period of 1 (one) month after delivery to the Customer.
- 7.2. During the period referred to in Article 7.1, the Customer is entitled to free restoration of the Services, provided that the Customer has complied with the obligations set out in Article 10 after the delivery of the Services. RDC may, however, choose to replace the Services if restoring them is too

impractical. The Customer is entitled to insist on replacement of the Services if restoring them is impossible.

- 7.3. RDC is not obliged to restore the Services if the defects are the result of the Customer's incorrect handling of the Services. 'Incorrect handling' includes not using the Service according to the instructions, prescribed guidelines and regulations imposed by the government.
- 7.4. If any part of the Services is provided by a third party, the guarantee for that part is limited to the guarantee given by the third party in question for the Services.
- 7.5. RDC does not guarantee that the Services are suitable for the use intended by the Customer and/or that they will lead to the result required by the Customer, during the period set out in Article 7.1 and beyond.

## **8. Customer's obligation**

- 8.1. The Customer will act and behave in the way that can be expected of a responsible and careful user of the Services.
- 8.2. The Customer will provide to RDC any information relevant to the contract, including but not limited to the correct contact information, and will inform RDC in writing as soon as possible if information relevant to the contract will change.
- 8.3. The Customer will only use the Services for its own business operations and in accordance with the contract, applicable legislation, regulations imposed by the government, technical requirements and RDC instructions.
- 8.4. The Customer will not transfer its account, the manual or any other rights arising from the contract to third parties or give them to third parties for use without RDC's prior written permission.
- 8.5. The Customer will not resell the Services to third parties, offer them as a managed service or otherwise exploit them commercially (or have them exploited) without RDC's prior written permission. This provision is subject to an immediately payable fine of €10,000, plus €1,000 for each day that the breach continues, without prejudice to RDC's other rights, including the right to recover the damages it has suffered from the Customer.
- 8.6. The Customer bears the responsibility for the hardware and software, configuration, peripherals and connections necessary to gain access to the Services, unless otherwise mutually agreed in writing.
- 8.7. If the Customer does not use the Services in accordance with the contract and for the use for which the Services are intended, RDC cannot guarantee that the Services will meet the technical requirements, standards and regulations set by laws and regulations.
- 8.8. All other technical requirements required by the Customer in respect of the Services and that differ from requirements normally applied must be agreed by the parties in writing in the contract.
- 8.9. If, as part of the Services, the Customer receives a Vehicle Identification Number (VIN), including the reporting code (the last four digits of the VIN), the RDC's VIN Terms of Use will apply. The most up-to-date version of these terms is available at [www.rdc.nl/vin](http://www.rdc.nl/vin). The Customer is obliged to comply with these terms of use.

## **9. Intellectual property rights**

- 9.1. All intellectual property rights and similar rights, including rights to know-how, relating to the Services will at all times remain the property of RDC or its licensors or suppliers, unless expressly agreed otherwise in writing.
- 9.2. RDC grants the Customer a non-exclusive, non-transferable and non-sublicensable right to use the Services for the duration of the contract if and to the extent necessary for the use of the Services.
- 9.3. All intellectual property rights, documentation and materials arising from or developed in the context of the Services accrue to RDC. The Customer will reasonably provide all cooperation and powers of attorney necessary to assign or transfer the rights to RDC, immediately on RDC's request.
- 9.4. The intellectual property rights to the analyses, designs, reports, specifications and other documents and materials developed and contributed by the Customer based on the Services provided will only accrue to the Customer if this has been agreed in writing by the Parties.
- 9.5. If and to the extent that the parties have expressly agreed in writing that specific intellectual property rights will accrue to the Customer, the rights will be transferred to the Customer after the Customer has settled all costs and fees due to RDC, including for the redemption of any development costs and intellectual property rights.
- 9.6. The transfer of intellectual property rights, documentation and materials in accordance with Article 9.3 will not affect RDC's right to use and freely dispose of the knowledge, techniques and ideas, including algorithms and protocols, on which the transferred intellectual property rights, documentation and materials are based for other purposes and customers without restriction, including for the development of similar intellectual property rights, documentation or materials.
- 9.7. The Customer indemnifies RDC, its licensors and suppliers, against any third-party legal claims pursuant to the contract or any third-party entitlement or claim due to an infringement of any intellectual property rights or similar rights of any kind whatsoever, insofar as this kind of entitlement or claim pertains to, or is related to, items, products, information/data and services that the Customer gives RDC for the performance of the contract, or with the Customer's use of the Service in breach of the contract.

- 9.8. RDC will at all times be entitled to use and freely dispose of the knowledge, techniques and ideas developed or applied respectively for Services rendered for other purposes and customers without limitation, including for the development of similar intellectual property rights, documentation or materials.
- 9.9. The Customer hereby gives RDC permission to analyse and use the general knowledge it obtains through the Customer's use of the Services, such as insight into the type of data being processed, frequency of use and type of use, in the broadest sense, including the use of this data for statistical and analytical purposes, such as for generating reports, and the processing, enrichment and RDC's making these insights available to third parties, all in compliance with the applicable privacy legislation, including the GDPR. RDC's right to do so is transferable and perpetual and cannot be terminated. The Customer indemnifies RDC against any third-party entitlements or claims arising from the fact that the Customer was not authorised to give the permission set out in this paragraph.
- 9.10. The Customer is not permitted to remove or alter any designation on any Services supplied by RDC pertaining to any copyright, logo, brand name or other intellectual property rights or concerning the confidential nature of items, products, materials, documents, information, data and/or services provided in the context of the Services, or to remove or alter them (or arrange for the removal or alteration of them).
- 9.11. RDC may introduce technical provisions to protect the items, products, materials, documents, information, data and/or services it provides as part of the Services in connection with an agreed limitation in content or duration of the Customer's user rights. The Customer will not remove or circumvent these provisions or have them removed or circumvented.

## **10. Defects, time limit for complaints**

- 10.1. The Customer will examine (or have examined) the items, products, materials, documents, information, data or services delivered as part of the Services, on delivery or as soon as possible after delivery. In the process, the Customer must make sure that the Services delivered are in accordance with the terms of the contract, i.e.:
  - a. whether the correct Services have been delivered;
  - b. whether the Services delivered are in accordance with the contract as regards quantity (for instance, volume, number, etc.);
  - c. whether the Services delivered meet the agreed technical and functional specifications or, in the absence of these, are in accordance with the standards that may be expected for normal use at the Customer's own business.
- 10.2. The Customer will notify RDC in writing of any visible defects or deficiencies within 5 (five) working days of delivery.
- 10.3. The Customer will report any hidden defects that it discovers at the time of delivery to RDC in writing within 3 (three) working days of discovery, but at the latest within 1 (one) month of delivery.
- 10.4. Even if the Customer lodges a complaint in time, this will not affect its obligation to take possession of, and pay for, the Services ordered. Failure to lodge a complaint in due time means that the right to invoke the defect in the Services will lapse.

## **11. Duration and extension**

- 11.1. Unless expressly agreed otherwise in writing, RDC and the Customer will enter into the contract for a term of at least 1 (one) year.
- 11.2. Extension of the contract will always take place tacitly for the duration of 1 (one) year, unless one of the parties terminates the contract by means of a registered letter at the end of the period in question, with due observance of a notice period of at least 3 (three) months.

## **12. Prices**

- 12.1. Unless expressly stated otherwise, prices and rates quoted by RDC are:
  - a. in Euros;
  - b. net of VAT and other government taxes/duties;
  - c. based on minimum quantities as specified by RDC.
- 12.2. The Customer cannot derive any rights or expectations from any budgets or cost estimates issued by RDC, or any available budget that the Customer is informed of.
- 12.3. RDC is entitled to increase its prices and rates annually in accordance with Statistics Netherlands' business and ICT services index 82, other business services (2015=100), plus a 2% (two per cent) mark-up.
- 12.4. Without prejudice to Article 12.3 and even if the parties have agreed on a certain price or rate, RDC is always entitled to increase the price or rate if significant price changes occur during the term of the contract with regard to the purchase and/or development of the Services, for instance as a result of increases in raw material prices, licence fees, labour costs, costs, rates or levies imposed by the government, and/or otherwise unforeseen circumstances. If the overall increase in prices or rates pursuant to this Article and Article 12.3 amounts to an increase of more than 10% (ten per cent) and the Customer does not agree to this increase, the Customer may terminate the contract in writing within thirty (30) days of the notification of the increase with effect from the date on which the increase will take effect.
- 12.5. The prices and costs paid by the Customer are based on price categories (graduated scales) used by RDC. Accordingly, the Customer will be assigned

a particular price category on the basis of the requirements as set out in the contract. If the Customer is assigned a different category due to a change in circumstances as set out in the contract, RDC is entitled to increase the prices and rates with immediate effect.

- 12.6. If the Customer's creditworthiness gives reason to do so, RDC may require further security (such as a bank guarantee) or carry out a creditworthiness check (or have one carried out) prior to or during the term of the contract, all this with due observance of the applicable privacy legislation including the GDPR.
- 12.7. RDC reserves the right to charge administrative costs.

### 13. Payment

- 13.1. RDC will periodically bill the Customer for amounts owed by means of an invoice, which may be sent by electronic data carrier, subject to a proper specification of these amounts. The Customer will pay amounts owed within (14) fourteen days of the invoice date. The Customer is not entitled to suspend any payments or to offset amounts owed.
- 13.2. If the Customer does not pay amounts due or does not pay them in full within the payment term, the Customer will immediately be in default without notice of default being required, and will owe interest on the outstanding, payable amount at 1% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate will apply.
- 13.3. If the Customer fails to meet one or more of its payment or other obligations, in full or in time, RDC may claim from the Customer all judicial and extra-judicial expenses necessarily incurred to obtain full payment. The costs owed by the Customer will in any event be at least 10% of the outstanding claim. If RDC can prove that it has incurred higher collection charges, which were reasonably necessary, RDC is entitled to charge the Customer for these additional costs.
- 13.4. Payment will be made via a direct debit order. To this end, the Customer will provide RDC with a legally valid continuous authorisation to periodically debit amounts due in good time, until notice of termination. This authority corresponds with the unique authorisation reference (mandate), of which RDC will notify the Customer. RDC will send the invoice a minimum of (10) ten days before the direct debit date to the email address specified by the Customer.
- 13.5. Payments made by the Customer will always serve first to pay all interest and costs owed and subsequently to settle the oldest payable invoices, even if the Customer states that payment relates to a more recent invoice.
- 13.6. Any objection to an invoice will only be considered if it is made in writing to RDC, stating the grounds for the objection, within 14 (fourteen) days of the invoice date. Objections will not affect the Customer's full payment obligation. RDC will refund the Customer for amounts invoiced erroneously, without an interest surcharge.
- 13.7. The Customer will make it possible for RDC to submit its invoices in digital form (for instance, as a pdf). The Customer will treat this invoice as if it were sent on paper. The Customer is obliged to give RDC an email address to which RDC can send digital invoices.
- 13.8. If the Customer's administration imposes certain requirements on invoices, such as stating a purchase order number, the Customer will ensure that the information required by RDC is always given to RDC in good time, no later than 30 days prior to the new contract term, failing which RDC may suspend the Services, without prejudice to its other rights.
- 13.9. RDC is entitled to charge extra costs if the Customer wishes to deviate from the payment terms set out in Articles 13.4 and 13.7.

### 14. Publication

- 14.1. The Customer will not make any announcements regarding or relating to the existence and content of the contract, its relationship with RDC, the Services as a whole or any parts thereof, without RDC's prior written permission. RDC is entitled to impose conditions on this permission, for instance financial compensation for RDC.
- 14.2. When using information supplied by RDC, the Customer indemnifies RDC against any claims, damages and costs due to incomplete or inaccurate information supplied by or on behalf of the Customer.

### 15. Suspension and termination

- 15.1. The Customer is entitled to terminate the contract, without judicial intervention, with immediate effect and in its entirety, due to an attributable breach on RDC's part to fulfil its essential obligations. The right to terminate the contract only arises if the Customer gives RDC written notice of default within a reasonable period and in detail, setting a reasonable deadline of at least thirty (30) days to remedy the shortcoming, and RDC continues to fail imputably in the fulfilment of its obligations after this deadline.
- 15.2. RDC is entitled to suspend the contract in whole or in part until the Customer has fulfilled its obligations under the contract, without further notice of default and without judicial intervention, by means of a written notification, without being liable for any compensation and without prejudice to RDC's other rights.
- 15.3. RDC is entitled, without further notice of default and without judicial intervention, to terminate the contract by means of a written notification, without being liable to pay any compensation, if: (i) RDC has reasonable

grounds to believe that the Customer will fail to comply with its obligations, including as a result of a creditworthiness check; (ii) the Customer fails to comply with its obligations under the contract or other contracts arising from it, insofar as it is possible to perform the obligation, after RDC has first sent the Customer a written notice of default in which RDC gives the Customer a reasonable period of no more than fourteen (14) days to remedy the shortcoming, and the Customer fails to remedy the shortcoming within this period; (iii) bankruptcy or suspension of payments is declared or applied for by the Customer and in the event if a company shutdown, revocation of licences if applicable, attachment of company property or part thereof or goods intended for the execution of the contract, liquidation or takeover or any similar situation involving the Customer's company, or if RDC has asked the Customer at or after the conclusion of the contract to provide security and this security is not provided; or (iv) circumstances arise with regard to persons and/or materials that RDC uses or tends to use in the delivery of the Services, or in the event of amendments in applicable laws or regulations, always of such a nature that the performance of the contract becomes impossible or so difficult and/or disproportionately expensive that compliance with the contract can no longer reasonably be required.

- 15.4. In the event of termination or expiry of the contract, all debts owed by the Customer to RDC become immediately due and payable.
- 15.5. If RDC has already delivered part of the Services at the time of the termination, this part of the Services and the related payment obligations will not be subject to the obligation to undo, unless the Customer proves that RDC is in default with regard to a substantial part of the Services delivered. Amounts invoiced before the termination of the contract in connection with Services duly rendered will still be owed.

### 16. Liability

RDC is only liable to the Customer to the following extents:

- 16.1. For loss resulting from defects to the Services, liability is limited as set out in Article 7 (Guarantee).
- 16.2. RDC is only liable for direct damages. Liability is excluded for indirect loss, including consequential loss, loss of profits, missed savings, loss or corruption of data, loss of goodwill and due to business interruption.
- 16.3. RDC's total liability, regardless of the reason, is limited to direct damages capped at the amount of the stipulated price for the Services (excluding VAT), at any rate that part of the transaction to which the liability relates. If the contract is primarily a continuing performance contract with a term exceeding one year, the compensation of the direct damages is set at the maximum amount of the stipulated price for the Services for one year (excluding VAT), at any rate that part of the transaction to which the liability relates. In any event, the total compensation will not exceed the lesser of the following amounts: (i) €50,000, or (ii) the amount that the insurance will pay RDC for the claim in question.
- 16.4. RDC's liability on the grounds of attributable breach in the performance of a contract occurs only if the Customer notifies RDC of the breach in writing, in detail and within a reasonable time, establishing a reasonable time of at least thirty (30) days for rectifying the deficiency and if RDC continues to fail to meet its obligations after that period has lapsed.
- 16.5. If the Customer violates his/her obligations under the contract, the Customer will be liable for all damages incurred by RDC therefrom.
- 16.6. The exclusions and limitations of liability set out in this article do not apply if RDC's liability is the result of intent or gross recklessness on the part of RDC, which includes its executives or management.
- 16.7. The Customer indemnifies RDC for all claims by third parties due to a shortcoming in the Services; these Services constitute any part of the services provided by the Customer to third parties (with RDC's permission).

### 17. Force majeure

- 17.1. In addition to its scope as set out in legislation and case law, the term 'force majeure' in these general terms and conditions includes: all other external circumstances, whether or not foreseen, over which RDC has no control, and as a result of which RDC is unable to comply with its obligations, including strikes at RDC's company, including disruptions in the internet, data network or telecommunication facilities, defects in third-party systems, equipment or goods on which RDC depends for the Services, amendments in laws and regulations imposed by the government, and force majeure at its licensors and/or suppliers.
- 17.2. RDC's obligations, including the obligation to deliver, will be suspended during a period of force majeure. If the period in which the performance by RDC of its obligations is impossible due to force majeure continues for more than two months, then both parties are entitled to terminate the contract, without incurring any liability to compensate the other in that case. Article 15.5 applies mutatis mutandis.
- 17.3. Force majeure at the Customer does not discharge the Customer from its payment obligations.

### 18. Privacy, data processing and security

- 18.1. The parties will comply with their obligations under applicable privacy laws and regulations, including the General Data Protection Regulation and the Dutch General Data Protection Regulation (Implementation) Act.

- 18.2. By entering into the contract between the Customer and RDC, the Customer gives its permission to the use of his/her personal data for those actions under the contract in which RDC is seen as the controller within the meaning of the GDPR.
- 18.3. If RDC considers it important for the performance of the contract, it may require the Customer to supply without delay written details of how the Customer will comply with its statutory obligations on the grounds of privacy laws and regulations, including the GDPR and the GDPR Implementation Act.
- 18.4. If and to the extent that RDC receives and processes personal data as a processor in the context of the Services and within the meaning of the GDPR on behalf of the Customer as a controller within the meaning of the GDPR, the parties will enter into a data processing agreement based on RDC's generic data processing agreement.
- 18.5. Without prejudice to the above provisions, full responsibility for the data that is processed by the Customer, using RDC's Services or on behalf of the Customer, lies with the Customer. The Customer guarantees RDC that the data is not unlawful, and use of this data on the grounds of the contract does not infringe third-party rights.
- 18.6. If RDC is obliged to provide some kind of information security pursuant to the contract, that security will meet the specifications regarding security agreed in writing between the parties. RDC does not guarantee that the information security is effective under all circumstances. The effectiveness is at the discretion of the Customer. If the contract contains no specifications for data protection, the level of protection must be appropriate and reasonably commensurate with the state of the art, the sensitivity of the data, and the costs necessary to provide this level of protection.
- 18.7. If a computer, data or telecommunications facilities are used for the performance of the contract, then RDC may provide the Customer with access or identification codes, and is entitled to change these access or identification codes. RDC is entitled to change the access or identification codes. The Customer will treat these codes with care and as confidential, and may only disclose them to authorised personnel. RDC disclaims liability for loss or costs resulting from the use or misuse of the access or identification codes unless this misuse has been made possible as a direct result of any act or omission on the part of RDC.

#### **19. Confidential information and non-takeover clause**

- 19.1. RDC and the Customer will ensure that all data they receive from the other party before, during and after the end of the contract, and all data of which they learn during the performance of the contract, will be treated as confidential information, both during and up to two years after the end of the contract and will only be shared with employees, consultants and third parties who need access to the information for the purpose of using or providing advice regarding the Services or for the performance of the contract. Information will in any case be deemed to be confidential if it has been designated as such in writing by one of the parties or if it is confidential given the nature of the information. The duty of confidentiality does not apply to information (i) that has to be disclosed to comply with applicable laws and regulations or an order or request from a competent supervisory authority or court, provided that the other party is informed of the disclosure or intended disclosure as soon as is permissible; or (ii) information that is common knowledge without breaching this duty of confidentiality.
- 19.2. During the term of the contract and for a period of one year after its termination, neither party may employ or otherwise directly or indirectly engage the services of an employee of the other party who has been involved in the performance of the contract, without reaching proper, businesslike consultations with the other party on the matter.

#### **20. Applicable law, dispute resolution**

- 20.1. These general terms and conditions, all quotations, offers or other legally binding documents and all contracts between RDC and the Customer are governed by the laws of the Netherlands. The terms of the Vienna Sales Convention are expressly excluded.
- 20.2. Any dispute arising between RDC and the Customer pursuant to or concerning the contract between the parties or to further contracts derived under the contract, will be immediately brought to the attention of the management of the parties by their respective employees or other persons engaged by them. Before either party brings any dispute before a court in the Netherlands for resolution, the parties will attempt to resolve the dispute by negotiation between themselves at management level.
- 20.3. The parties will regard any dispute between them as being of a confidential nature and will not disclose its existence to any third party, unless the parties have expressly agreed otherwise in writing. If it is proved that the party whose actions have led to the dispute is in breach of this duty of confidentiality, this party will forfeit all its rights and will be liable to pay compensation.
- 20.4. Disputes will be submitted exclusively to the competent court in the District Court of Amsterdam. In derogation of this, RDC is entitled to bring proceedings against the Customer in any other court with jurisdiction under the law.

#### **21. Amendment and location of conditions**

- 21.1. These general terms and conditions have been filed with the Chamber of Commerce in Amsterdam and are available on the internet at [www.rdc.nl](http://www.rdc.nl). A copy of these general terms and conditions will be sent free of charge on request.
- 21.2. RDC is entitled to amend or supplement these general terms and conditions from time to time. The amended general terms and conditions will then apply unless the Customer has submitted a written objection to the amendments that may prejudice the Customer within 30 (thirty) days following the date of the amendments. If the Customer objects, RDC is entitled to terminate the contract after notifying the Customer in writing, without being liable for damages.

February 2024