

1. Definitions

In these General Terms and Conditions Hunt & Hackett B.V. (hereinafter: '**Terms and Conditions**') the following terms shall, when written with a capitalized letter, have the meaning as set forth herein:

- 1.1 **Affiliate:** means any entity that directly or indirectly Controls or is Controlled by a party.
- 1.2 **Client:** the party that entered into an agreement with Hunt & Hackett.
- 1.3 **Confidential Information:** means any information, disclosed by or on behalf of the disclosing party to the receiving party regardless of its nature or form, whether in writing, electronically, verbally or by any other means, either directly or indirectly to the receiving Party, whether or not marked as 'confidential', 'secret', 'proprietary' or other similar language, including all information of which the receiving party reasonably understands or ought to understand to be confidential. Confidential Information may include but is not limited to: scientific, technical, marketing, business, financial, operational, administrative and economic information related to past, present and future ideas, concepts, drafts, products, Services, business plans, experience, documents, software, programming techniques, developments, or data related to manufacturing products, plans, drawings, costs, equipment, materials, samples, technology, packaging as well as visual information that the receiving party may receive from the disclosing party. (Technical) information or data received or gained access to by Supplier while performing the Services for the Client concerning methods, concepts, techniques and/or principles used by third parties to penetrate or circumvent computer- or information security or to intrude (computer-)networks, (including any attempt thereto) is not considered to be Confidential Information.
- 1.4 **Control(s)/(led):** means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the management of that entity.
- 1.5 **GDPR:** the General Data Protection Regulation (Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC).
- 1.6 **Hunt & Hackett** and/or **Supplier:** Hunt & Hackett B.V., a private company with limited liability, having its registered office at The Hague and having its principal place of business at Anna van Buerenplein 46, 2595 DA, Den Haag, filed with the Dutch Trade Register, number 78688841.
- 1.7 **Services:** all the services provided to Client by or on behalf of Hunt & Hackett.

The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.

2. Applicability

- 2.1 These Terms and Conditions apply to all orders, offers, agreements or Services provided by Hunt & Hackett to Client.
- 2.2 Client accepts the applicability of (license) terms and conditions of third parties used by Hunt & Hackett to provide the Services, in the event this is required by these third parties. Those third party (license) terms and conditions prevail over these Hunt & Hackett Terms and Conditions and

will either be provided separately by Hunt & Hackett or included in the offer of Hunt & Hackett.

- 2.3 Hunt & Hackett may include or use open-source software as part of the Services performed for the Client. The applicable open-source software license will remain applicable to that specific part of the Services to the extent this is explicitly permitted by the open-source software license and to the extent that Hunt & Hackett is not allowed to supplement or amend these terms and conditions by the applicable open-source software license.
- 2.4 If the Services provided to Client contain access to (online) environments, (user) platforms or suchlike, this access might include applicability and acceptance of (click-through) (end-user) policies as well. Client shall ensure compliance by and will remain responsible and liable for, the personnel which is provided access by or on behalf of Client.
- 2.5 The applicability of Clients purchase conditions or any other general terms and conditions used or referred to by Client, whether or not included in an automatically generated purchase order to confirm an order or agreement with Hunt & Hackett, is explicitly excluded and rejected. Client purchase conditions shall have no complementary effect.
- 2.6 If any provision of these Terms and Conditions is determined to be invalid or non-binding, in whole or in part, the remaining provisions will continue in full force and effect as if these Terms and Conditions had been executed without the invalid or non-binding provision. In that event, the parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of such provision and these Terms and Conditions.

3. Offers

- 3.1 All offers issued by Hunt & Hackett are without any obligation unless Hunt & Hackett explicitly indicates otherwise. Client guarantees the correctness and completeness of the information provided by or on behalf of Client to Hunt & Hackett.
- 3.2 All fees mentioned or quoted by Hunt & Hackett are valid for 30 days as off the first moment of communication by Hunt & Hackett to the Client. Updated or amended versions of an offer issued by Hunt & Hackett may include new fees.
- 3.3 The offer issued by Hunt & Hackett will include an order of precedence between the different documents. If parties did not agree upon a specific order of precedence the offer of Hunt & Hackett will prevail over these Terms & Conditions.

4. Term of the Agreement

- 4.1 If no specific term is included in the agreement and the Services do not end by fulfilment of the assignment, the term of the agreement will be one year. The term of the agreement between Hunt & Hackett and Client will each time be renewed automatically for one year unless either Hunt & Hackett or Client terminates the agreement with due observance of a notice period of three (3) months before the end of the term.
- 4.2 If the agreement has been entered into for an indefinite period of time and the Services do not end by fulfilment of the assignment, either of the Parties may terminate the agreement in writing, with due observance of the agreed notice period, in the absence of which a notice period of three (3) months shall apply.

5. Performance of Services by Hunt & Hackett

- 5.1 Hunt & Hackett performs the Services with commercial reasonable care and competence with a degree of care which may reasonably be expected of a commercial party engaged in providing Services similar to those of the Services provided by Hunt & Hackett, and in accordance with the technical and/or functional specifications explicitly agreed upon in writing with the Client.
- 5.2 Hunt & Hackett will perform the Services on business days during regular business hours of Hunt & Hackett place of business unless parties agreed otherwise.
- 5.3 Hunt & Hackett does not guarantee or ensure that the Services, will be suitable for Client's intended use, goals, or purpose.
- 5.4 All Services provided by Hunt & Hackett are to be considered as an obligation of means (*in Dutch: 'inspanningsverplichting'*).
- 5.5 Hunt & Hackett takes reasonable commercial efforts to observe (delivery) periods and/or (delivery) dates as much as possible. (Delivery) periods and/or (completion) dates agreed by Hunt & Hackett have been determined to the best of its knowledge on the basis of the information known to Hunt & Hackett at the time of entering into the agreement and do only apply as target periods and target dates and are never a fatal deadline (*in Dutch: 'fatale termijn'*). Hunt & Hackett will not be bound to any (delivery) period or (completion) date if parties have agreed to a change in the content and/or scope in the agreement, the requested Services, a change in the approach of the implementation of the Services or the unavailability of the Client personnel or the information or access needed for Hunt & Hackett to perform the Services. The mere exceeding of a (delivery) term and/or (delivery) date shall not cause Hunt & Hackett to be in default. Hunt & Hackett shall never be liable for (the consequences of) exceeding an agreed (delivery) term or failure to meet a (delivery) date.
- 5.6 Client accepts and acknowledges that the Services performed by Hunt & Hackett, subject to the obligation of Hunt & Hackett to perform the Services with reasonable skill and care and in accordance with the agreement, are depending on or might be affected by the state of the Clients (or its suppliers) network, software, hardware, data, information and/or processes at the date that the Services are provided.

6. Client's responsibilities

- 6.1 Hunt & Hackett and Client acknowledge that constructive, correct, and timely mutual cooperation is important for the success of the Services. Client always provides all necessary cooperation in a timely manner and provides all information that may be necessary for the execution of the agreement. Client guarantees that the information provided is complete, accurate and correct. Hunt & Hackett reserves the right to suspend the performance of the Services if, (i) in its reasonable opinion, the cooperation and/or information necessary to complete the Services and which Hunt & Hackett explicitly requested is not provided, incorrect and/or inadequate or (ii) in case any payment obligation of the Client is overdue. Furthermore Hunt & Hackett is entitled to charge a reasonable fee for the delay in the performance of the Services.
- 6.2 Client is fully and exclusively responsible for the selection, use, management, and implementation of the (results of) the Services or any part thereof. Hunt & Hackett does not guarantee that its Services, including but not limited to its

(security) notifications, findings, conclusions, or results of the Services are complete or correct. If Services include the use of or access to software, the software will be provided and accepted 'as-is', therefore, with all visible and invisible errors and defects, without prejudice to any explicit guarantee obligation.

- 6.3 If for the performance of the Services, at the request or instruction of the Client, certain third-party software is used by or on behalf of Hunt & Hackett in the performance of the Services, the risks with regard to errors, defects, and interruptions in the operation of the software concerned are entirely and exclusively at Client's risk.
- 6.4 Client is responsible for the techniques, procedures and methods prescribed by or on behalf of Client, as well as for the directions and instructions given by or on behalf of it. Hunt & Hackett is not obliged to follow (changed) instructions that change the scope of the Services. Services performed following such directions or instructions will be charged to Client in accordance with the agreed or, in the absence thereof, Hunt & Hackett's usual (hourly) rates.
- 6.5 Client will not, and will not allow its user to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law or the agreement); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services and/or the any technical support services that might be provided by Hunt & Hackett for (i) for High Risk Activities; (ii) in a manner intended to avoid incurring fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; or (iv) in a manner that breaches, or causes the breach of all applicable export and re-export control laws and regulations. High Risk Activities: means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).
- 6.6 Client indemnifies Hunt & Hackett and its Affiliates in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) arising from Client' or an end-user' use of the Services in breach of any applicable acceptable-use-policy ("AUP") or in breach of the use restrictions as included in clause 6.5 of these Terms and Conditions.
- 6.7 Client is not allowed to use or procure the Services for a third party. If the Client procures the Services for a third party, whether an Affiliate or not, Client remains responsible for ensuring that such a third-party acts in accordance with the terms and conditions of the agreement. Client indemnifies Hunt & Hackett and/its Affiliate(s) against any and all losses, damages, fines, demands, costs, expenses, fees, and other liabilities of any nature incurred by Hunt & Hackett as a result of a claim or action brought by a third party for which the Services were procured.
- 6.8 If requested by Hunt & Hackett, Client will provide the necessary assistance in any investigation with respect to compliance with the applicable restrictions on the use of the Services.

7. Identification method

- 7.1 The risk of loss, theft or damage to goods, information (including but not limited to: (end-)user names, passwords, codes or other methods of identification), documents,

7.2 software or data files that are used (as part of) the Services provided to Client, will pass to Client at the moment these are under actual control of (a third party on behalf of) Client. Hunt & Hackett will not be liable for any damages suffered or costs incurred as a result of the use or misuse of (end-)usernames, passwords, codes, or other methods of identification, unless the use or misuse is a direct result of any fraud, intent or deliberate recklessness of Hunt & Hackett.

8. Specific Services

- 8.1 The Services provided by Hunt & Hackett may contain (elements of) software-as-a-service or monitoring of (parts of) Client's Network through to use of (a combination of) software and hardware or other goods or equipment. Hunt & Hackett does not guarantee that these Services are free of errors and function without any interruptions, suitable for Client's intended use, or in accordance with all laws, regulations, or policies applicable to Client. Hunt & Hackett takes commercial reasonable effort to repair errors in the underlying software but does not guarantee that a solution can be provided in all circumstances.
- 8.2 Unless explicitly stated otherwise in the agreement, goods or equipment used for the performance of the Services, are licensed, and not sold on a non-exclusive, non-transferable and a non (sub-) licensable basis exclusively for the support of the performance of the Services.
- 8.3 Hunt & Hackett is entitled to adjust the scope, requirements, or service levels of the Services, in the event, to the sole opinion of Hunt & Hackett, this is required due to third party services used by Hunt & Hackett in the performance of the Services to Client. Hunt & Hackett is not obliged to amend the scope of Services provided to Client at Client's request.
- 8.4 Some Services provided by Hunt & Hackett (including but not limited to pen testing, red-teaming assignments, and suchlike) may require an explicit consent and written indemnification from Client and – if applicable – third parties. Client will provide all necessary assistance and approval as reasonable requested by Hunt & Hackett in order for Hunt & Hackett to perform these kinds of Services. Hunt & Hackett will never be obliged to perform any Services if Hunt & Hackett did not receive the necessary written consent and indemnifications from the parties involved.
- 8.5 Hunt & Hackett is entitled to limit the access to (online)portals, environments and/or (user-) platforms entirely or partially (temporarily) out of operation, in particular for preventive, corrective or adaptive maintenance.
- 8.6 If Hunt & Hackett needs to (re-)perform extra activities as a result of changes in the Client network compared to the moment of scoping, these extra activities (including but not limited to amending configuration) will be charged separately at the then current hourly rates.
- 8.7 If goods or equipment provided by Hunt & Hackett are stored at Client's premises, Hunt & Hackett as well as third parties authorized by them, are entitled at any time after prior notice to enter buildings where the goods/equipment is or may be stored, to inspect, replace or withdraw such goods or equipment.
- 8.8 After the agreement is terminated Client must ensure any goods or equipment are returned to Hunt & Hackett within one (1) month.

9. Fees

- 9.1 All prices, rates, tariffs, or any other fees provided or communicated by Hunt & Hackett, are in Euros and exclusive of turnover tax (VAT). Client will not suspend any payment or set off any amounts due.
- 9.2 The prices included in an offer or agreement apply only to the work described in that offer or agreement. Client cannot derive any rights from the quoted fees for any work still to be agreed upon.
- 9.3 Hunt & Hackett is entitled to adjust the hourly rates and any other (yearly) fees communicated by Hunt & Hackett annually, without the possibility of early termination of the agreement, in accordance with the index as included in the agreement between the parties. Hunt & Hackett will notify Client of price adjustments as referred to in this article at least 30 days in advance. Hunt & Hackett will not adjust the hourly rates or (yearly) fees in the first contract year. This limitation to adjust the fees charged by Hunt & Hackett applies only with respect to the initial contract period and does not apply to any (optional) renewal or fees applied related to the use of technology provided by third parties. Any (optional) renewal will be subject to the then current fees and hourly rates as set by Hunt & Hackett.
- 9.4 Hunt & Hackett will not be bound by any available budget communicated to Hunt & Hackett by Client. A budget included in an offer or agreement is an estimation only unless explicitly stated as a fixed price for specific activities.
- 9.5 If parties explicitly agreed upon a (maximum) available budget for specific Services, Hunt & Hackett will perform the Services at the applicable hourly rates until the budget is utilized.
- 9.6 If Hunt & Hackett performs activities outside of the scope of the agreed Services, or if Hunt & Hackett is requested to perform assistance at Client' request with regard to complying with GDPR or (internal) laws and regulations or certifications applicable to Client, or if the scope the agreed Services changes at Client's request, Hunt & Hackett will charge these activities for the then current (hourly) rates of Hunt & Hackett, unless the agreement includes a specific arrangement for these circumstances.
- 9.7 If Hunt & Hackett is requested and/or required to provide evidence, documents, information, data, access, and/or any other material related to the Services as performed by or requested from Hunt & Hackett, in a dispute, regulatory investigation or similar to which Hunt & Hackett is not a party, Hunt & Hackett is entitled to charge the Client for any costs, fees and expenses of Hunt & Hackett related to such a request to the then current (hourly) rates and fees. Hunt & Hackett is not obliged – other than by applicable law – to cooperate with such a request and is entitled to require Client to enter into a separate agreement stating the terms and conditions applicable to the performance of the activities requested.

10. Payment terms

- 10.1 All fees are due by Client within 30 days as off the date of invoice.
- 10.2 If the agreement between Hunt & Hackett and Client does not include a specific invoice schedule, all annual fees are due in advance per year. All other fees will be invoiced on a monthly basis.
- 10.3 If Client does not meet its payment obligations within the term as included in article 10.1 of these Terms and Conditions or the term parties explicitly agreed, Client will

owe statutory interest for commercial agreements on the outstanding amount, without a reminder or notice of default being required.

- 10.4 If Client continues to fail to meet its payment obligations to Hunt & Hackett even after a reminder or notice of default has been issued, Hunt & Hackett may assign the claim to a third party and, in addition to the total fees owed, Client is also obliged to pay all reasonable judicial and extrajudicial costs, including (but not limited to) all costs charged by external experts. This is without prejudice to Hunt & Hackett's other statutory and contractual rights.

11. Confidentiality

- 11.1 Both Hunt & Hackett and Client shall ensure that Confidential Information provided to them by the other Party shall remain secret and shall not share, disclose, or otherwise disclose Confidential Information with third parties. The receiving party shall subject the Confidential Information to reasonable measures to keep it secret. Hunt & Hackett shall be entitled to disclose such Confidential Information to Affiliated companies, personnel or third parties engaged in the performance of the agreement, and/or insurers, insurance brokers, third party (legal) advisers, auditors and/or accountants, provided that they are under an obligation of confidentiality, which obligation shall be no less stringent than that set out in this article, on the understanding that Hunt & Hackett shall at all times remain responsible for compliance by these parties with such obligations of confidentiality.
- 11.2 The confidentiality obligations are not applicable to Confidential Information that: (i) is or becomes publicly available other than by breach of this agreement; (ii) was lawfully in the possession of the Receiving Party prior to the disclosing of the Confidential Information by the Disclosing Party as recorded in its files; (iii) has been obtained by the Receiving Party from a third party lawfully in the possession of such information and without a breach of such third party's obligations of confidentiality related to that information; (iv) has been independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; (v) the Receiving Party is required to disclose by an order from a competent court or authorized governmental authority or regulatory body, provided that in such event the Receiving Party shall give immediate notification to the Disclosing Party, to the extent permitted by law, provided that the Receiving Party shall take all reasonable measures to limit the Confidential Information that needs to be provided and seek appropriate relief to protect the confidentiality of the Confidential Information provided.
- 11.3 Nothing in the agreement prevents or hinders Hunt & Hackett from providing Services equal to or comparable with Services to other clients or to use or share knowledge, experience and skills acquired during the performance of the Services or arising from the Services, subject to the confidentiality obligations set out in article. Technical information or data received or gained access to by Hunt & Hackett while performing the Services for the Client concerning methods, concepts, techniques and/or principles used by third parties to penetrate or circumvent computer- or information security or to intrude (computer-)networks, (including any attempt thereto) is not considered to be Confidential Information.

12. Privacy and data processing

- 12.1 Hunt & Hackett may process personal data (as defined in the GDPR) while performing the Services for Client. If and to the extent necessary, parties will agree upon a separate data processing agreement. Hunt & Hackett will process the data as a processor as defined in the GDPR, on Client's request and in accordance with the instructions provided by Client.
- 12.2 Client will ensure that none of the (content included in the) data provided to Hunt & Hackett (whether defined as personal data in the GDPR or not), will be unlawful, processed or provided in a way not in accordance with applicable law, or infringe any third party's rights.
- 12.3 To respond to the evolving threat landscape and provide current and state-of-the-art cybersecurity, as part of providing the Services, Hunt & Hackett and/or the subcontractors or technology parties used to perform the Services processes the (personal) data to perform the Services, to improve the security, threat detection, prevention, and response capabilities of such Services.

13. Intellectual property

- 13.1 Nothing in these Terms and Conditions is to be read as a(n) (obligation to) transfer intellectual property rights. All intellectual property rights arising from the performance of or related to the Services by or on behalf of Hunt & Hackett, including but not limited to intellectual property rights to the software, websites, data, files, databases, hardware, training, testing material, as well as analyses, designs, documentation, reports, offers including preparatory or concept materials, belong exclusively to Hunt & Hackett, its, licensor(s) and/or supplier(s) engaged by Hunt & Hackett.
- 13.2 Client shall only have the right of use expressly granted in writing in the agreement or based on the applicable law. Client is allowed to use the result of the Services for its own internal business unless explicitly agreed otherwise in writing. All rights to use (parts of) the Services are, unless explicitly otherwise agreed upon in writing, non-exclusive, non-transferable, and non-sublicensable. These limitations are also applicable to any documents, analyses, reports, or suchlike, that Hunt & Hackett might deliver to Client as (part of the) Services. Client shall only use such documents, analyses, reports, or suchlike for Client's internal purposes. Rights of use will be granted to Client under the condition that Client has paid in full and properly all of the fees due to Hunt & Hackett.
- 13.3 Hunt & Hackett indemnifies Client against any legal action by a third party based on the allegation that materials developed by Hunt & Hackett itself for the Client infringes an intellectual property right of that third party, on the condition that the Client immediately informs Hunt & Hackett in writing of the existence and content of the legal action and leaves the handling of the matter, including but not limited to making any settlements, entirely to Hunt & Hackett. To this end, the Client will provide the necessary powers of attorney, information, and cooperation to Hunt & Hackett to defend itself, if necessary, in the name of the Client, against these legal claims. This obligation to indemnify does not apply if the alleged infringement relates (i) to materials made available by the Client to Hunt & Hackett for use, modification, processing, incorporation, or maintenance (ii) to changes made by or on behalf of the Client to the materials without Hunt & Hackett's prior written consent.
- 13.4 If it is irrevocably established at court that the materials developed by Hunt & Hackett itself infringe any intellectual

property right belonging to a third party, or if in Hunt & Hackett's opinion there is a reasonable chance that such an infringement will occur, Hunt & Hackett will, if possible, ensure that Client can continue to use the Services agreed upon, or functionally equivalent other Services.

- 13.5 Any other or more far-reaching indemnification obligation on the part of Hunt & Hackett is excluded. Client is not entitled to (request a third party to) remove any indications in materials or Services provided by or on behalf of Hunt & Hackett which relate to the confidential nature or the intellectual property rights or have them changed.
- 13.6 Client guarantees that the information, data and/or materials, including but not limited to preparatory material, provided to Hunt & Hackett, or processed by Hunt & Hackett, do not violate any rights of third parties and that Hunt & Hackett and its subcontractors and technology parties used to perform the Services are entitled to use and process these for the performance of the Services. Client indemnifies Hunt & Hackett and subcontractors and technology parties used to perform the Services for any and all losses, damages, fines, demands, costs, fees and liabilities of whatever kind related to any claim by a third party based on the allegation that making the relevant information, data and/or materials available in such a way, as well as using these for the performance of the Services, infringes any right of a third party, whether or not related to GDPR, unless the Client proves that the facts on which a claim is based are attributable to an attributable failure of Hunt & Hackett to perform the agreement.
- 13.7 Client warrants on behalf of itself and its users that it owns or retains a valid license to all data delivered to Hunt & Hackett, its subsidiaries and the third parties used to perform or provide the Services, by Client or its users or collected by Hunt & Hackett on behalf of Client or its users ("Client' data"). Client will provide Hunt & Hackett, its subsidiaries, and the third parties used to perform or provide the Services to Client a fully paid, royalty-free, limited, worldwide, non-exclusive license to use the Client' data to provide the Services to the Client, and to provide security monitoring, verify data integrity, and use data regarding the use of the Services in order to make improvements and enhancements to the Services. Client grants to Hunt & Hackett, its subsidiaries, and the third parties used to perform or provide the Services to Client a worldwide, perpetual, irrevocable royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or users relating to the operation of the Services. If Clients (including any user) provides Hunt & Hackett with any feedback or suggestions regarding the Services ("Feedback"), Hunt & Hackett, its subsidiaries and the third parties used to perform or provide the Services to Client, may use, disclose, reproduce, sublicense, or otherwise distribute and exploit the Feedback without restriction or any obligation to Client or any user provided that the Feedback does not identify any Client or user.
- 13.8 Notwithstanding anything to the contrary herein, Hunt & Hackett, its subsidiaries and the third parties used to perform or provide the Services, shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client' data derived therefrom). Hunt & Hackett, its subsidiaries and the third parties used to perform or provide the Services, will be free (during and after the term hereof) to (i) use such information

and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Hunt & Hackett offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

14. Termination of the agreement

- 14.1 Both Hunt & Hackett and Client are entitled to terminate the agreement at any time without notice of default and without judicial intervention by giving written notice to the other party: (i) if the other Party is granted a suspension of payments (ii) if a petition for bankruptcy is filed in respect of the other Party (iii) if the other Party's business is wound up or terminated other than for the purpose of reconstruction or amalgamation of companies.
- 14.2 Hunt & Hackett is entitled to terminate the agreement in full or in part at any time without notice of default and without judicial intervention by giving written notice to the Client if the decisive Control over the Client's business changes or in case Hunt & Hackett or any of its subcontractors or technology partners used to perform the Services is obliged to do so as a result of imposed legal sanctions that are applicable to (part of) the Services or any of the parties to the agreement.
- 14.3 Subject to the provisions of article 4 of these Terms and Conditions, Client is not entitled to prematurely terminate an agreement entered into for a definite or fixed period or an agreement that ends by fulfilment of the assignment. Article 7:408 sub 1 of the Dutch Civil Code will not apply between Client and Hunt & Hackett.
- 14.4 Both Hunt & Hackett and Client shall only be entitled to dissolve (*in Dutch: ontbinden*) the agreement following an imputable failure in the performance of the agreement if the other party, in all cases after a written notice of default as detailed as possible setting the other party a reasonable period for remedying the failure, should still imputably fails to meet its essential obligations under the agreement. Amounts invoiced by Hunt & Hackett prior to dissolution in connection with what it has already properly performed or delivered in the performance of the agreement will remain due in full and will become immediately due and payable at the time of dissolution.
- 14.5 Dissolution of the agreement by the Client is in all cases limited to that part of the agreement relating to the service in respect of which Hunt & Hackett has failed imputably. If the Client dissolves the agreement (in whole or in part) and has already received performance for the performance of the agreement, this performance and the related payment obligations will not be subject to cancellation, unless the Client proves that Hunt & Hackett is in default with regard to the essential part of these performance.
- 14.6 Unless performance by Hunt & Hackett is permanently impossible, Hunt & Hackett is exclusively liable for an attributable failure in the performance of the agreement if Client promptly serves Hunt & Hackett with a written notice of default, granting a reasonable term for remedying the failure, and Hunt & Hackett continues to fail to meet its obligations after the reasonable term passed. The notice of default must contain a description of the breach that is as complete and detailed as possible, in order for Hunt & Hackett to respond adequately.
- 14.7 Hunt & Hackett shall not be obliged to refund any fees or payments already received and/or to compensate any damages due to termination based on this article 14.

14.8 Unless stipulated otherwise in the agreement, Client is obliged at the first request, and in the absence of such request, after completion of the Services, to cease all use of software or Services made available by or on behalf of Hunt & Hackett and at Hunt & Hackett's request, to immediately permanently remove it from the systems used by Client. If so requested, Client will immediately confirm its compliance with this obligation in writing to Hunt & Hackett.

15. Liability

15.1 Hunt & Hackett's maximum liability arising from or in connection with the agreement, wrongful act, or any other legal basis whatsoever, including any failure to comply with an agreed guarantee or indemnification obligation, is limited to compensating direct damage to a maximum of one hundred percent (100%) of fees received by Hunt & Hackett (excl. VAT) for the service in respect of which Hunt & Hackett fails to perform.

15.2 If the agreement is primarily a continuing performance agreement with a term of more than one year, the fee stipulated for the agreement will be set at the total of the fees (excluding VAT) received for the service in question for one year. Under no circumstances, will Hunt & Hackett's total liability for direct damage, for whatever reason, exceed € 250,000 (two hundred and fifty thousand Euros).

15.3 Hunt & Hackett's liability for damage due to death, bodily injury or because of material damage to goods shall never exceed a total of € 1,250,000 (one million two hundred and fifty thousand Euros).

15.4 Hunt & Hackett will not be liable for indirect damage, consequential and/or special loss or damage, or loss or damage for or related to (i) reduced goodwill or damage to reputation, (ii) damage due to business stagnation or interruption, (iii) loss of business contracts, (iv) damage as a result of claims by Clients customers, (v) loss of profit savings and/or turnover, (vi) costs of retrieving or restoring data, (vii) damage resulting from or in connection with software, materials, data, information and/or instructions provided by or on behalf of Client which are incomplete, incorrect, inaccurate, illegible or otherwise defective or (viii) damages related to changes in the Client network that were not communicated to Hunt & Hackett prior to introducing the changes.

15.5 Nothing in these Terms and the Conditions shall exclude or limit Hunt & Hackett's liability to the extent that this liability cannot be excluded or limited by law.

15.6 A condition for the creation of any right to compensation is always that Client reports the damage to Hunt & Hackett in writing as soon as possible after it has arisen, at the latest within one (1) year.

15.7 The provisions of this article 15 as well as all other limitations and exclusions of liability also apply to the benefit of subcontractors and other (legal) persons or entities used by Hunt & Hackett in the performance of the agreement.

16. Force Majeure

16.1 Neither party is obliged to fulfil any obligation, including any statutory and/or agreed guarantee obligation, if that party is prevented from doing so as a result of force majeure or other circumstances beyond the party's reasonable control. Force majeure on the part of Hunt & Hackett is understood to include, but is not limited to: (i) force majeure or circumstances beyond the reasonable control on the part of suppliers of Hunt & Hackett or subcontractors (ii) failure of suppliers prescribed by Client to properly fulfil their

obligations, (iii) defectiveness of goods, software or materials or files of third parties the use of which has been prescribed by Client to Hunt & Hackett, (iv) actions, omissions or failure to respond in a timely manner by regulatory or governmental bodies (including but not limited to the implementation of laws or regulations or other governmental acts affecting the provision of the Services), (v) government measures, (vi) power cuts, (vii) disruption of the internet, data network or telecommunications facilities, (viii) war or terrorism, (ix) epidemic and/or pandemic, (x) general transport problems, (xi) strikes in the country Supplier is vested =.

16.2 If a situation of force majeure lasts longer than ninety days, both Hunt & Hackett and Client have the right to dissolve the agreement in writing. What has already been performed on the basis of the agreement between Hunt & Hackett and Client will in that case be settled proportionately.

17. Personnel

17.1 The (technical) experts who provide the Services on behalf of Hunt & Hackett have the qualifications agreed upon in writing. Hunt & Hackett is entitled to replace those (technical) experts and other personnel during the term of the agreement.

17.2 Client will provide competent and expert personnel who have the necessary knowledge of and are sufficiently familiar with the processes, objectives, organization, infrastructure, systems, (information) security and other relevant matters for the performance of the agreement.

17.3 If Hunt & Hackett's personnel needs access to the Client's premises to perform the Services, the personnel will comply with all reasonable rules and procedures applicable at that Client's premises which have been made known to Hunt & Hackett in advance, if and insofar as the nature and performance of the Services do not oppose this.

17.4 If the Services need to be performed at the Client (or its suppliers) premises, the Client shall ensure that these premises are safe and a suitable working space for Hunt & Hackett' personnel will be available in a timely matter and compliant with the applicable laws and regulations. If and to the extent necessary to perform the Services (whether remotely or on premises), Client will arrange any (digital and/or physical) access as requested by Hunt & Hackett personnel.

17.5 Hunt & Hackett is entitled to use Affiliated companies and/or subcontractors without the prior written consent of Client. Hunt & Hackett remains responsible for the performance of the agreement.

17.6 During the term of the agreement as well as for a period of one (1) year after the termination date, Client is not entitled to (let third parties on their behalf) offer and / or solicit Hunt & Hackett' personnel (and/or any subcontractor used by Hunt & Hackett for the performance of the Services) to work for Client or for an Affiliate of the Client.

18. Miscellaneous

18.1 Notices sent under the agreement shall be in writing addressed to the other party at its registered office or principal place of business or any other address that parties agreed upon.

18.2 Hunt & Hackett is allowed to use the Client' logo as a customer reference in presentations and on the Hunt & Hackett website. If Hunt & Hackett wishes to use the Client' logo for different purposes or in a different matter, Client' prior approval is required.

- 18.3 Both parties will comply with (i) all applicable anti-bribery laws and regulations, (ii) applicable anti-slavery laws and regulations. Neither party will offer, promise, give, request, agree to receive, receive, or accept a bribe, financial advantage or other advantage or commit any corrupt act.
- 18.4 Client represents and warrants that Client will comply with all applicable import and export laws and regulations in the performance of the Services requested from Hunt & Hackett. This includes but is not limited to (i) the Export Administration Regulation (EAR) as maintained from the U.S. Department of Commerce, (ii) trade and economic sanctions as maintained from the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and (iii) the International Traffic in Arms Regulations (ITAR) as maintained by the U.S. Department of State. Client represents and warrants on behalf of itself and its users that it is not and will not be listed on any export control and economic sanctions lists, including those promulgated pursuant to the EAR, ITAR and OFAC, or on any other export exclusion list of any other U.S. or non-U.S. governmental agency.
- 18.5 Client may not assign, pledge, or otherwise transfer, its rights or delegate its duties or obligations under agreements with Hunt & Hackett without Hunt & Hackett' prior written consent. Any attempt to do so is void.
- 18.6 Hunt & Hackett is entitled to sell, pledge, or otherwise transfer its claims for payment of any fees or other sums due to a third party.

19. Applicable law and court

- 19.1 The agreements between Hunt & Hackett and Client are governed by the laws of the Netherlands. Applicability of the Vienna Convention 1980 is explicitly excluded.
- 19.2 Any dispute arising out of or in connection with the agreements between Hunt & Hackett and Client shall be submitted to the jurisdiction of the competent courts of The Hague, the Netherlands.