

# INTER – General Terms and Conditions of Sale

## CHAPTER I - GENERAL PROVISIONS

### Article 1. Definitions

In these General Terms and Conditions of Sale, the following terms shall have the meanings set out below:

1. **INTER:** the company as described in Article 2 of these terms and conditions;
2. **Customer:** the person or entity that enters into an Agreement with INTER or with whom INTER is negotiating a potential delivery of AV/IT Solution(s)/Equipment;
3. **Agreement:** the agreement between INTER and the Customer regarding the delivery and commissioning of AV/IT Solution(s) and/or Equipment;
4. **Party/Parties:** INTER and the Customer jointly or each of them separately;
5. **Written/in Writing:** communication by email;
6. **Third Party/Parties:** any other party that is not a direct party to the Agreement;
7. **AV/IT Solution(s):** the complete solutions in the field of audiovisual and IT technology. These are intended to provide the Customer with the appropriate Equipment, systems, software, and/or services required for its needs. The solutions may, for example, consist of consulting, design, delivery, installation, training, management, and maintenance;
8. **Service Level Agreement (SLA):** the supplementary Agreement setting forth the terms governing the management, maintenance, support, and performance of the delivered AV/IT Solutions and Equipment;
9. **Equipment:** the physical components of an AV/IT Solution, such as monitors, cameras, servers, keyboards, and other hardware. These may be supplied separately or as part of a complete AV/IT Solution;
10. **Recipient:** the party authorized under the Agreement to receive the AV/IT Solution(s) and/or Equipment;
11. **Transport:** the transport of AV/IT Solution(s) and/or Equipment from one location to another, carried out by INTER or a Third Party engaged by INTER. This also includes all logistical activities necessary for such transport;
12. **Project(s):** the entirety of work, services, and deliveries performed by INTER under the Agreement, including, without limitation, design, preparation, delivery, installation, testing, documentation, coordination with Third Parties, and acceptance.

### Article 2. Company info

Company name:	INTER
Street name and number:	Ratio 1
Zip code and city:	6921RW Duiven
Chamber of Commerce number:	09035695

### **Article 3. General Provisions**

1. These Terms and Conditions apply to all offers, deliveries, and Agreements between the Parties.
2. If the Agreement is concluded electronically, INTER shall ensure that these Terms and Conditions are made available electronically and can be easily stored by the Customer.
3. The Customer's own terms and conditions, and those of any Third Parties, shall not apply.
4. Any deviations from or additions to these Terms and Conditions shall only be valid if expressly agreed in Writing by INTER.
5. If INTER allows a deviation from these Terms and Conditions on one occasion, this shall not create any right for the Customer in future cases.
6. If any provision of these Terms and Conditions or of an Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. In such case, the Parties shall agree on a replacement provision that reflects as closely as possible the purpose of the original provision.
7. If a provision cannot be enforced on grounds of reasonableness and fairness under applicable law, it shall be interpreted as closely as possible in a manner consistent with the provision's intent.
8. INTER will make every effort to ensure that the AV/IT Solution(s) function properly, but its obligation is one of best efforts and not a guarantee of results. This means that INTER will do everything reasonably possible, without guaranteeing a specific result.
9. INTER may engage Third Parties for the performance of the Agreement.
10. Articles 7:404 and 7:407(2) of the Dutch Civil Code ("DCC") are excluded.

### **Article 4. Offers**

1. An offer made by INTER shall remain valid for the period stated therein. If no period is stated, the offer shall remain valid for thirty (30) days.
2. All offers and quotations issued by INTER are non-binding, unless expressly stated otherwise in Writing.
3. INTER may revoke any non-binding offer at any time, including after acceptance by the Customer, provided such revocation occurs within the validity period referred to in paragraph 1.
4. In every offer, INTER provides a complete and clear description of the AV/IT Solutions and/or Equipment, so that the Customer can accurately assess the scope and content of the offer.
5. INTER shall not be bound by any obvious errors, clerical mistakes or manifest omissions in any offer or quotation.
6. Once accepted by the Customer, the Agreement shall be binding upon the Customer and may not be revoked, unless otherwise agreed in Writing by INTER.

## **Article 5. The Agreement**

1. An Agreement is concluded once the Customer has accepted INTER's offer and fulfilled any conditions stated therein.
2. INTER may refuse or postpone the performance of the Agreement if INTER has reasonable grounds to doubt the Customer's creditworthiness or ability to pay. In that case, INTER will notify the Customer of this in a timely manner.
3. The Customer may not suspend, withhold, or set off any payment obligations, unless INTER agrees to this in Writing. INTER shall be entitled to suspend its obligations, withhold performance, and/or set off amounts owed if necessary, including in the event of overdue payments or failure by the Customer to perform its obligations in full.
4. These Terms and Conditions shall also apply to any supplementary, amended or subsequent Agreements.
5. Any stated delivery times are estimates only. Exceeding such times shall not entitle the Customer to damages, suspension, or termination of the Agreement.
6. If an Agreement is concluded electronically, INTER shall confirm the Agreement electronically to the Customer.

## **Article 6. Obligations of the Customer**

1. The Customer shall ensure that all information required by INTER for the performance of the Agreement is provided to INTER in a timely, complete, and accurate manner. This includes, among other things:
  - a. Technical and functional specifications of the spaces in which the AV/IT Solution(s) will be installed;
  - b. Information about existing infrastructure, such as cabling, networks, and connected systems;
  - c. Plans or drawings of the spaces in which the AV/IT Solution(s) are to be implemented;
  - d. Desired user rights and administrator roles;
  - e. Layouts of video walls and workstations;
  - f. Functional requirements and preferences; and
  - g. Location-specific requirements, such as safety instructions, login procedures, or mandatory use of PPE. The Customer shall specify in advance which rules apply, how much this will cost, and shall, where reasonably possible, ensure that such requirements can be coordinated with the execution of the work.
2. The Customer shall ensure that the installation space is ready on time and meets all conditions for the safe and proper installation of the AV/IT Solution(s), such as:
  - a. Sufficient free space for installation and maintenance, a sturdy floor capable of safely supporting the weight of the Equipment, adequate ventilation, and sufficient and appropriate lighting;

- b. Stable and secure network connections with sufficient capacity (bandwidth) to ensure that the AV/IT Solution(s) operate reliably and without delay. If the Project requires it, the Customer shall also provide a backup or emergency connection (such as a second network path or a backup connection). Malfunctions or defects caused by a faulty network connection are the responsibility of the Customer and may affect the warranty;
  - c. Appropriate power supplies, including emergency power (UPS (Uninterruptible Power Supply)). Malfunctions or defects caused by an inadequate power supply are the responsibility of the Customer and may affect the warranty;
  - d. Underlying source systems or connected systems must not automatically enter sleep mode;
  - e. Any structural modifications must be completed prior to the scheduled installation date;
  - f. An accessible and lockable storage area for tools and materials, close to the installation site; and
  - g. A suitable indoor climate in the (technical) room in accordance with the NEN 50600 standard.
3. The Customer shall ensure that INTER is granted access to the location at the agreed times – including outside of business hours if necessary – and that:
  - a. access to all necessary Third-Party systems is granted as needed to properly integrate the AV/IT Solution(s);
  - b. the relevant internal specialists are available to support the collaboration;
  - c. any coordination with Third Parties is properly arranged; and
  - d. INTER can park free of charge on the Customer's premises.
4. The Customer is responsible for the removal and disposal of waste generated by the delivery, installation, and/or use of the AV/IT Solution(s), such as packaging materials, material remnants, used parts, and other waste as defined in the Dutch Environmental Management Act (Wet milieubeheer).
5. The Customer shall ensure that employees working with the AV/IT Solution(s) are available for training and instruction by INTER. This entails:
  - a. availability of end users for instruction and user training;
  - b. participation in any refresher or continuing education training; and
  - c. a suitable training room or workspace if necessary.
6. The Customer shall ensure that periodic maintenance is performed on the AV/IT Solution(s). This includes, among other things:
  - a. performing software and security updates in a timely manner;
  - b. regularly calibrating Equipment; and
  - c. managing, archiving, and maintaining log files, backups, and any monitoring systems.
7. The Customer shall use the AV/IT Solution(s) in accordance with INTER's manuals and instructions. If the Customer misuses the systems, the Customer

- shall be liable for all resulting damage (e.g., damage to Equipment, loss of productivity, or errors in medical applications).
8. If the AV/IT Solution(s) provides access to sensitive data (such as personal data or confidential business information), the Customer shall ensure:
    - a. adequate technical and organizational security;
    - b. proper access management; and
    - c. compliance with laws and regulations such as the GDPR, ABRO, and the relevant NEN standards.
  9. INTER may rely on the accuracy of the data or documents provided by the Customer. Incorrect, incomplete, or late information is entirely at the Customer's expense and risk. All additional costs or damages resulting therefrom will be charged to the Customer.
  10. If work is delayed by the Customer (for example, due to the site not being ready or missing information), INTER may charge the Customer for the additional costs, including waiting hours, extra travel expenses, or rescheduling, in accordance with Article 19 of these terms and conditions. Any agreed-upon project milestones between the Parties may consequently be suspended, postponed, or revised accordingly.
  11. The Customer shall immediately inform INTER of all facts or circumstances that may affect the performance of the Agreement.
  12. If the Customer fails to fulfill its obligations, INTER may suspend performance and/or terminate the Agreement with immediate effect. In such a case, INTER is entitled to payment for all costs incurred, hours worked, and investments made. The Customer shall not be entitled to claim damages in such a case.

#### **Article 7. Returns**

1. In principle, INTER does not accept returns from the Customer. Exceptions are only possible if INTER confirms after Transport that a return is necessary or reasonable.
2. Returns via INTER or a designated carrier are covered by INTER's transport insurance.
3. Returns are subject to the conditions established by INTER regarding packaging, shipping method, and insurance.

#### **Article 8. Termination**

1. INTER may suspend or terminate the performance of the Agreement if:
  - a. the Customer fails to perform its obligations properly or in a timely manner; or
  - b. the Customer files for bankruptcy, applies for a suspension of payments, ceases operations, or (part of) its assets are seized.
2. In the situations referred to in paragraph 1, INTER may reclaim the delivered AV/IT Solution(s) and/or Equipment that are still its property, as referred to in Article 18 of these terms and conditions, regardless of their location. The Customer must cooperate in this regard.

3. Even if the Agreement is terminated or suspended, INTER retains the right to compensation.

### **Article 9. Liability**

1. INTER is not liable for damages unless these are caused by INTER's intent or willful recklessness.
2. If INTER is nevertheless liable, this applies only to direct damage. Compensation is limited to the amount of the Agreement (excluding VAT) or— if lower—the amount paid out by INTER's liability insurance.
3. Direct damage is defined as:
  - a. the reasonable costs of bringing INTER's performance into compliance with the Agreement. These costs will not be reimbursed if the Agreement is terminated by or at the request of the Customer;
  - b. the reasonable costs of determining the cause and extent of the damage; and
  - c. the reasonable costs incurred to prevent or limit damage, provided that such measures are effective.
4. The Customer shall indemnify INTER against claims by Third Parties who suffer damage as a result of the performance of the Agreement.
5. Claims for damages must be reported to INTER in Writing as soon as possible, but no later than 12 (twelve) months after the damage occurred.
6. INTER shall not be liable for damage caused by persons engaged by it within the meaning of Article 6:76 DCC.
7. INTER is not liable for damage caused by:
  - a. incorrect or incomplete information provided by the Customer;
  - b. data provided too late by the Customer;
  - c. incorrect use of the delivered AV/IT Solution(s) and/or Equipment; or
  - d. the Customer's failure to comply with the obligations described in Article 6 of these terms and conditions.

### **Article 10. Force Majeure**

1. In addition to Article 6:75 of the Dutch Civil Code, INTER shall not be liable if it is unable to fulfill its obligations due to circumstances beyond its control, such as:
  - a. disruptions or failures on the part of suppliers or carriers;
  - b. breaches of contract by suppliers or other Third Parties;
  - c. (power) outages, cyberattacks, computer viruses, or other security incidents;
  - d. extreme weather conditions, fire (or fire hazard), pandemics, illness, incapacity, labour shortages, disability, strikes, import duties, government measures, and imposed surcharges; and
  - e. the failure of vehicles and unforeseen defects in essential tools, means of transport, or installation equipment.

2. If a situation as referred to in paragraph 1 of this article arises and INTER is unable to fulfill its obligations, those obligations will be suspended for as long as the situation persists.
3. If the force majeure lasts longer than 6 (six) calendar months, both Parties may terminate the Agreement without liability for damages to the other Party.
4. INTER is, however, entitled to payment for everything delivered or performed up to that point.

#### **Article 11. Warranty for Equipment and AV/IT Solution(s)**

1. INTER warrants that the delivered Equipment and AV/IT Solution(s) comply with the agreements made, reasonable standards of quality, functionality, and fitness for normal use, and with the applicable legal requirements as of the date the Agreement is concluded.
2. The warranty period for both the Equipment and AV/IT Solution(s) is 1 (one) year, calculated from the moment they are first used or delivered. If different rooms or workstations are delivered at separate times, the warranty for each room begins at a different time.
3. If the manufacturer offers a longer warranty on Equipment, that longer term applies.
4. The warranty period may be extended as a fee. The exclusions set out in paragraph 7 of this Article shall also apply to this extended warranty.
5. Within the warranty period, INTER will repair or replace defective Equipment and AV/IT Solution(s) free of charge. Travel time, travel expenses and related labor costs may be charged separately, unless otherwise agreed in Writing.
6. To make a warranty claim, the Customer must report the problem in Writing within 14 (fourteen) days of discovery, providing a clear description of the issue.
7. The warranty does not apply if:
  - a. the delivered AV/IT Solution(s) and/or Equipment have been installed, repaired, and/or modified by parties other than INTER;
  - b. the delivered AV/IT Solution(s) and/or Equipment have been misused or not used in accordance with INTER's instructions;
  - c. the AV/IT Solution(s) do not function (properly) at the Customer's premises, and the cause lies in the Customer's environment or infrastructure;
  - d. there is normal wear and tear or obsolescence; or
  - e. the Customer has not concluded the SLA or has not done so in a timely manner within the period set by INTER, as referred to in Article 21 of these terms and conditions.
8. A warranty claim does not suspend the Customer's payment obligation.

#### **Article 12. Prices and Rates**

1. All amounts quoted by INTER are in euros, excluding VAT and other government levies, unless otherwise agreed in Writing.

2. INTER may adjust its prices once per calendar year to account for inflation or rising costs.
3. If, within 3 (three) months of the conclusion of the Agreement, unforeseen changes occur in cost-determining factors over which INTER has no influence (such as excise taxes, social security contributions, or taxes), INTER may pass on these changes up to a maximum of 20% (twenty percent) of the original amount.
4. Exchange rate differences of up to 3% (three percent) that arise between the date of the Agreement, and the time of delivery may be passed on to the Customer by INTER.
5. A quotation containing multiple components does not oblige INTER to perform any part of the Agreement separately at a proportional price.
6. Discounts and rates apply only to the specific Agreement for which they were agreed upon and do not automatically apply to future orders/Agreements.
7. INTER may request a (partial) advance payment before work begins. If the Customer fails to pay (on time), INTER may suspend its work until such payment is made.
8. If, after an offer has been made or after an Agreement has been concluded, import duties, customs duties, import restrictions, surcharges, trade barriers, or other comparable government measures are introduced, modified, or imposed that increase the cost price of the AV/IT Solution(s) and/or Equipment, INTER may pass on these increases in full and without restrictions to the Customer. Such a cost increase shall not invalidate, cancel or terminate the offer or the Agreement and shall not entitle the Customer to rescission or compensation.

### **Article 13. Payment and Invoicing**

1. The Customer shall pay INTER's invoices within 30 (thirty) days of the invoice date, unless otherwise agreed in Writing.
2. The following payment terms apply to Projects, unless otherwise agreed in Writing:
  - a. 60% (sixty percent) upon placement of the order. Upon receipt of this initial payment, INTER will begin ordering materials and preparing the Project;
  - b. 35% (thirty-five percent) upon commencement of the (prefabricated) installation; and
  - c. 5% (five percent) upon completion of the Site Acceptance Test (hereinafter: "SAT"), no later than 30 (thirty) days after completion of the installation.
3. If a Project is delivered in phases, a separate payment term applies to each partial delivery, unless otherwise agreed in Writing.
4. Errors in payment details must be reported to INTER immediately by the Customer.

5. Payment may be made in other installments if the Parties agree to this in Writing.
6. In the event of overdue payment by the Customer, INTER will send a reminder. If the Customer fails to pay within 7 (seven) days thereafter, the Customer shall be deemed in default and will owe statutory (commercial) interest and reasonable out-of-court collection costs.
7. In the event of (a reasonable prospect of) bankruptcy, liquidation, suspension of payments, or Debt Restructuring under the Dutch Debt Rescheduling Scheme for Natural Persons (WSNP), all outstanding claims of INTER shall become immediately due and payable.
8. Payments made by the Customer will first be applied to interest and fees, and then to the oldest outstanding invoices, even if the Customer specifies otherwise.

#### **Article 14. Delivery**

1. Delivery of AV/IT Solution(s), including Equipment, software, and related services, shall take place in the manner agreed upon in Writing by the Parties.
2. The place of delivery is the address provided by the Customer to INTER.
3. The delivery period shall not commence until INTER has all the information necessary to make the delivery.
4. If the Customer and/or Recipient delays delivery for more than 14 (fourteen) days or the location is not ready, any additional costs and risks (such as storage or return transport) shall be borne by the Customer.
5. The risk of loss or damage to AV/IT Solution(s) and/or Equipment passes to the Customer as soon as delivery is made as agreed.
6. When INTER arranges Transport, the risk remains with INTER until the moment of delivery to the Customer and/or Recipient, unless otherwise agreed in Writing.
7. All delivery times are approximate. Exceeding these times does not entitle the Customer to compensation or termination of the Agreement.
8. If the Customer requests that installation take place at a later date, INTER may nevertheless deliver the ordered AV/IT Solution(s) and/or Equipment to the Customer in advance. If this makes the performance of work and/or deliveries by Third Parties not reasonably possible, the Customer must notify INTER in Writing no later than 5 (five) business days prior to the scheduled installation date.
9. The consequences and costs of a later installation as referred to in the preceding paragraph shall be borne by the Customer.

#### **Article 15. Acceptance Procedure**

1. Prior to the (formal) delivery, INTER conducts a pre-assembly process during which the AV/IT Solution is assembled and tested. The Customer is invited to participate in a Factory Acceptance Test (hereinafter: "FAT"), during which the

full functionality of the AV/IT Solution is tested, and all aspects of the quotation are addressed.

2. What is approved during the FAT can later be rejected during the SAT, as referred to in paragraph 5, only if demonstrable changes have been made.
3. If the Customer is not present at the FAT or does not report any visible defects, the Solution shall be deemed approved. Any subsequent changes shall be considered additional work and billed separately in accordance with Article 19 of these terms and conditions.
4. The results of the FAT shall be recorded in Writing and signed by the Customer.
5. Following the FAT and delivery in accordance with Article 14, INTER shall conduct an SAT on-site. The installation is deemed delivered once the SAT has been successfully completed. If the Customer refuses to sign without reasonable grounds, the delivery is deemed complete.
6. Upon completion of the Project, the Customer will receive from INTER an overview of the hardware and software delivered, as well as a project drawing.

#### **Article 16. Storage at the Customer's Premises**

1. If AV/IT Solution(s) and/or Equipment are temporarily stored at the Customer's premises by INTER prior to installation, this is entirely at the Customer's expense and risk until delivery has taken place in accordance with Article 14 of these terms and conditions.
2. From the moment the goods are delivered to or stored at the Customer's premises, the Customer is responsible for any loss, damage, or theft of the AV/IT Solution(s) and/or Equipment.
3. The Customer must, at his own expense, properly secure and insure the AV/IT Solution(s) and/or Equipment against fire, water damage, theft, and other risks during the storage period.
4. If delivery, installation, or acceptance is delayed due to the Customer's actions, INTER may charge the additional storage or transportation costs.
5. INTER is not liable for damage to or loss of the stored AV/IT Solution(s) that are under the Customer's custody or control.

#### **Article 17. Transfer of Rights and Obligations**

1. If the Customer wishes to assign its rights or transfer its obligations under the Agreement to a Third Party, it must inform INTER of this in Writing in advance.
2. INTER will do the same when it transfers its financial rights or obligations to a Third Party.

#### **Article 18. Retention of Title**

1. Everything supplied by INTER remains its property until the Customer has paid everything owed, including any interest and costs.

2. As long as the AV/IT Solutions and/or Equipment remain the property of INTER, the Customer may not pledge or sell them.
3. INTER has the right to retrieve the AV/IT Solution(s)/Equipment if the Customer fails to pay. The Customer shall grant INTER or its representatives' access to the premises and/or the building for this purpose.
4. If the delivered goods become part of a larger entity through accession or commingling, INTER remains the owner until payment has been made in full by the Customer.
5. If Third Parties seize INTER's AV/IT Solution(s) and/or Equipment or wish to establish or assert rights thereto, the Customer must immediately notify INTER.

#### **Article 19. Additional Work**

1. Work that falls outside the scope or content of the Agreement is considered additional work. The Customer shall compensate INTER for such work in accordance with INTER's standard rates. The Customer shall not be obliged to order such additional work and may require that a separate Written Agreement be entered into.
2. The "scope of the Agreement" includes, at a minimum, the work specified in the quotation or in the offer accepted by the Customer. Any work not expressly included shall be deemed additional work, unless otherwise agreed in Writing between the Parties.
3. For systems delivered by INTER, only the functionalities included in the standard, factory-delivered firmware and software of the Equipment are included in the scope of the Agreement. Requests from the Customer for the development, modification, configuration, or implementation of functionalities not included in this standard firmware and software are always considered additional work and will be billed separately according to INTER's standard rates.
4. The Customer acknowledges that additional work may affect the agreed objectives and expectations.
5. If a fixed amount has been agreed upon for the AV/IT Solution(s) and/or Equipment, INTER shall inform the Customer in advance in Writing of the financial consequences of the additional work.

#### **Article 20. Intellectual Property**

1. All intellectual property rights arising from the performance of the Agreement—including designs, drawings, software, configurations, diagrams, scripts, documentation, quotations, and reports—remain the property of INTER, unless otherwise agreed in Writing between the Parties.
2. The Customer may only use the delivered AV/IT Solution(s) as intended in the Agreement. This right of use is personal, non-transferable, and valid only within the Customer's own organization.

3. Without INTER's Written consent, the Customer may not copy, transmit, or disclose any materials, documentation, or software.
4. Unless otherwise agreed in Writing, the Customer may not grant sublicenses to Third Parties.
5. INTER may use the Customer's name and logo for reference or promotional purposes.
6. The Customer indemnifies INTER against any claims by Third Parties regarding intellectual property rights.
7. If the Customer violates the provisions of this article, the Customer must pay an immediately due and payable penalty of three (3) times the amount of the Agreement. In addition, INTER is entitled to (additional) damages.

#### **Article 21. Management and SLA**

1. The management, maintenance, support, and all work related to INTER's AV/IT Solution(s) and Equipment shall be performed in accordance with the applicable SLA.
2. The Customer must conclude the SLA within the period specified by INTER. If the Customer fails to do so, all warranties as referred to in Article 11 of these terms and conditions shall lapse, including rights to replacement, maintenance, and support.
3. INTER may amend the AV/IT Solution(s) if this is necessary for proper functioning, security, improvement, or maintenance. If, in INTER's reasonable judgment, a change requires significant and non-temporary adjustments on the part of the Customer, INTER will notify the Customer in Writing. In that case, the Customer may terminate the Agreement effective as of the date the change takes effect, without any right to compensation.
4. INTER may temporarily restrict, block, remove, or take the AV/IT Solution(s) and/or Equipment out of service if this is necessary to resolve malfunctions or security risks. The Customer shall then have no right to compensation or termination of the Agreement.
5. The Customer shall function as a diligent user and is responsible for all use made of the user accounts, licenses and access rights granted to it. The Customer is not permitted to share usage and access rights with Third Parties, unless otherwise agreed in Writing.
6. The Customer shall always follow the guidelines and instructions provided by INTER regarding the use of the AV/IT Solution(s) and/or Equipment.

#### **Article 22. Confidentiality**

1. The Parties shall treat all information received from each other as confidential.
2. The Parties shall use confidential information solely for the performance of the Agreement.
3. The confidentiality obligation shall remain in effect even after the termination of the Agreement.

4. Confidential information may only be disclosed to competent authorities if required by law. If this occurs, the Party required to do so shall inform the other Party in advance (if permitted).
5. If the Customer breaches this article, it shall owe an immediately payable penalty of €20,000 (twenty thousand euros) for each breach, without any requirement for actual damage to have occurred. INTER reserves all other rights and remedies, such as the right to claim damages in addition to the penalty.

#### **Article 23. Non-Solicitation Clause**

1. During the term of the Agreement and for a period of 1 (one) year following its termination, the Customer may not hire any INTER employees or engage them to work on its behalf without INTER's Written consent.
2. INTER will grant the consent referred to in the preceding paragraph if the Customer has offered appropriate compensation. Appropriate compensation is defined as a payment of at least €100,000 (one hundred thousand euros).

#### **Article 24. Exclusivity**

1. For the duration of the Agreement, the Customer grants INTER the exclusive right to perform the Agreement.

#### **Article 25. Alternative Dispute Resolution**

1. If disputes arise between the Parties regarding the formation or performance of the Agreement, both Parties may opt for alternative dispute resolution, such as arbitration, instead of initiating legal proceedings.

#### **Article 26. Governing Law**

1. Agreements between the Parties are governed exclusively by Dutch law.
2. The Parties shall endeavor to resolve disputes through amicable consultation to the greatest extent possible. All disputes shall be heard exclusively by the competent court in the judicial district where INTER is located.

#### **Article 27. Survival**

1. Any provisions of these Terms and Conditions or the Agreement which by their nature are intended to survive termination shall remain in full force and effect.

#### **Article 28. Amendment or Supplement**

1. INTER may unilaterally amend or supplement these terms and conditions. In such a case, INTER will notify the Customer of the amendments or supplements in a timely manner.
2. There will be a minimum of 30 (thirty) days between this notice and the effective date of the amended or additional terms and conditions.

## CHAPTER II – DATA PROCESSING PROVISIONS

### Article 29. Processing of Personal Data

1. If INTER is designated as a processor within the meaning of Article 4(8) of the General Data Protection Regulation (hereinafter: “GDPR”), then Articles 29 through 35 of these terms and conditions shall constitute the data processing agreement required under Article 28(3) GDPR.
2. INTER processes personal data only on behalf of the Customer, unless otherwise required by law.
3. INTER processes personal data of Third Parties solely for the purpose of properly performing the Agreement.
4. This data remains the property of the Customer at all times.
5. INTER does not retain personal data longer than necessary for the performance of the Agreement unless the Customer requests a longer retention period in Writing.
6. INTER does not independently determine what happens to the personal data. It does not make its own decisions regarding the purpose, means, or duration of the processing.
7. If the Customer believes that certain personal data should be deleted, INTER will do so immediately upon Written request and confirm in Writing that this has been carried out.

### Article 30. Performance of the Processing

1. INTER is solely responsible for the processing of personal data within the scope of the agreed services. INTER is not responsible for other processing activities, such as the collection or use of personal data by the Customer or Third Parties, unless such Third Party has been engaged by INTER itself.
2. INTER processes personal data only within the European Economic Area (hereinafter: “EEA”) unless the Customer provides prior Written consent and the legal requirements are met.
3. The transfer of personal data to countries outside the EEA that do not have an adequate level of protection is prohibited.
4. INTER will inform the Customer in Writing in advance of any planned transfers and will only carry them out after obtaining the Customer’s consent.
5. INTER keeps the Customer’s personal data separate from the personal data it processes for itself or on behalf of Third Parties.
6. INTER processes personal data carefully, securely, and in accordance with the obligations imposed on INTER under privacy legislation, including applicable European Union data protection legislation and the GDPR.

### Article 31. Security

1. In accordance with Article 32 of the GDPR, INTER will take all appropriate technical and organizational measures to protect personal data against loss or

any form of unlawful processing. These measures will, considering the costs involved and the state of the art, be appropriate to the nature of the personal data to be processed.

2. INTER uses reasonable efforts to prevent and detect breaches of personal data security as much as possible and, where necessary, act against them.

### **Article 32. Obligation to Report**

1. If there is a personal data breach within the meaning of the GDPR, INTER will inform the Customer as soon as possible.
2. The reporting obligation includes, in any case, notification of the fact that a breach or incident has occurred, what the (presumed) cause is, what consequences are known or expected, and what measures have been taken or proposed.
3. The Customer shall, if it deems it necessary, inform data subjects and other Third Parties, including the Dutch Data Protection Authority, about a data breach or other incident.
4. INTER will not share information about a data breach or other incident with data subjects or Third Parties, unless required by law or with the Customer's consent.

### **Article 33. Rights of Data Subjects**

1. INTER assists the Customer—upon the Customer's Written request—in exercising the rights of data subjects, such as:
  - a. providing access to their personal data;
  - b. correcting or deleting personal data; and
  - c. confirming that data has been corrected or deleted when it was inaccurate or there was doubt regarding its accuracy.
2. INTER will, where possible, cooperate in ensuring the Customer's compliance with its obligations under the GDPR and other privacy laws. The Customer remains fully responsible for this. Any costs associated with this support are not included in INTER's standard prices and will be billed separately to the Customer.

### **Article 34. Engagement of Third Parties by INTER in the Performance of the Agreement**

1. INTER may only engage a Third Party to perform the Agreement after obtaining the Customer's Written consent and subject to the conditions set forth by the Customer. If INTER engages a Third Party, INTER shall impose on that party the same obligations regarding the processing and protection of personal data as set forth in the Agreement.
2. INTER always remains fully responsible and liable for the acts or omissions of the Third Party. INTER indemnifies the Customer against any damage or costs arising therefrom.

### **Article 35. Inspection**

1. The Customer may inspect once every 12 (twelve) months to verify whether INTER complies with the agreed security measures. This may be done through an audit conducted by the Customer itself or by an independent investigative body designated by the Customer.
2. All costs of the inspection, including INTER's reasonable internal costs, shall be borne by the Customer.
3. The Customer shall provide a copy of the inspection report to INTER.
4. INTER shall implement reasonable recommendations arising from the report. If these adjustments are necessary due to new insights or changes in legislation, the Customer shall bear the associated costs.