

EnableMi B.V. General Terms and Conditions

Article 1 Definitions

In these general terms and conditions, the following definitions apply, unless otherwise indicated.

Contractor: EnableMi B.V. (also written as Enablemi).

Client: the Contractor's counterparty. The counterparty is always an organisation in a business capacity.

Contract: the work to be mutually determined between the Client and the Contractor and to be performed by the Contractor, and the terms on which it is to be performed. It may include work related to project development, acquiring a Grant, project management, administering a Grant, valorisation or knowledge dissemination, innovation and management consultancy, education and training.

Grant: the entitlement to financial resources provided by a governing body for the purpose of certain activities to be carried out by the applicant, other than as payment for goods or services provided to the governing body. The term "Grant" also includes anything provided by virtue of tax and other facilities, such as the R&D reduction (under the Research and Development (Promotion) Act ("WBSO")), the energy investment allowance ("EIA") and environmental investment allowance ("MIA"). The term "Grant" also includes a credit, as soon as and to the extent that a repayment obligation to the grantee may lapse.

Grant Letter or Grant Decision: a letter to the Client, a partnership or third parties (one of their participants) informing them, in response to the Application for a Grant, that the relevant Application or part of it has been granted. The Grant Letter contains information setting out the maximum monetary benefit to which the Client, or in the case of collaborative ventures, the joint participants in the collaborative venture or the collaborative venture itself is or are directly or indirectly entitled, whether or not specifying obligations and/or conditions to be fulfilled by the Client.

Final Determination or Determination Report: a formal written message from grantor addressed to the Client, one of the participants

in a partnership, or third parties, issued in response to a request to grantor for final payment and/or grant decision. The purpose of this document is to confirm the final amount of the grant awarded and associated conditions and requirements, based on full compliance with the grant decision, project plan and/or partnership agreement. The Final Determination formalises the final financial payment of the grant and confirms the monetary amounts to which the Client and/or the joint participants in a partnership or third parties are definitively eligible, whether or not specifying obligations and/or conditions to be fulfilled by the Client.

Application: an oral or written request for a Grant, submitted by the Client, by a collaborative venture of which the Client is a member, or by third parties in the case of projects in which the Client acts only as beneficiary and/or manager. Filing an objection to or appeal against a rejection or partial rejection is considered a new Application.

Collaborative Venture: an aggregate of two or more organisations and/or individuals who, in connection with an Application and/or activities, cooperate with each other financially and/or in terms of performance or otherwise, including cooperation in the form of joint ventures.

Article 2 General

1. These general terms and conditions apply to all offers, quotations, work, Contracts and agreements between the Contractor and Client(s), to which the Contractor has declared these terms and conditions applicable, as well as to future offers, work, Contracts and agreements, insofar as these terms and conditions have not been deviated from in writing.

2. These general terms and conditions also apply to Contracts with the Contractor involving third parties.

3. If one or more of the provisions of these general terms and conditions cease(s) to have effect, the remaining provisions of them will continue to apply. In that case, the parties will consult to agree on substitute provisions,

relying as much as possible on the purpose and intent of the original provision.

4. If these general terms and conditions differ from any written agreement entered into between the Client and the Contractor, the agreement will prevail.

Article 3 Quotations

1. Quotations from the Contractor are based on the information provided by the Client. The Client warrants that, to the best of its knowledge, it has provided all information essential to the set-up, performance and completion of the Contract, even if such information comes from third parties. Documents and data required by the Contractor for the proper performance of the Contract in accordance with the schedule will be provided to the Contractor by the Client in a timely manner.
2. Quotation issued by the Contractor are non-binding and valid for 10 working days unless otherwise indicated.
3. The prices in these quotations are exclusive of VAT, other government levies and other costs incurred for the Contract, such as shipping and administrative costs, unless otherwise indicated.
4. If the acceptance deviates (on minor points) from the offer included in the quotation, the Contractor is not bound by it. The Contract will then not be established according to this deviating acceptance, unless the Contractor indicates otherwise or the Contractor carries out the Contract.
5. A combined quotation does not oblige the Contractor to carry out part of the Contract for a corresponding share of the price quoted.
6. Quotations do not automatically apply to future Contracts.

Article 4 Rejection and resubmission

1. If a Grant Application is rejected (in part), the Client will decide after consultation with the Contractor whether to object to or appeal this rejection.
2. Filing an objection or appeal against a (partially) negative Grant Decision is considered a new Grant Application.

3. If a Grant Application is (partially) rejected or eliminated by draw, Contractor retains the right to resubmit.

Article 5 Provision of information and cooperation

The Client will provide the Contractor with all the documents, information and contacts required for the proper performance of the Contract in a timely manner.

Article 6 Performance of the Contract and the involvement of third parties

1. The Contractor will perform the work under the Contract to the best of its knowledge, expertise and ability.
2. To the extent necessary for the proper performance of the Contract, the Contractor has the right to have all or part of the work performed by third parties. It will do its utmost to fulfil the agreed obligations and achieve the agreed quality.
3. In the interest of the Contract, the composition of the advisory team may change while the Contract is being performed.
4. The Contractor accepts no liability for work performed by third parties to the extent that they themselves have entered into an agreement with the Client.
5. Every quotation is based on information provided by the Client. The Client is responsible for the accuracy and completeness of all information relevant to the set-up and performance of the Contract, even if the information comes from third parties. Documents and data required by the Contractor for the proper performance of the Contract in accordance with the schedule will be provided to the Contractor by the Client in a timely manner. If the Contractor is dependent on employees of the Client for the performance of the Contract, the Client is obliged to ensure the timely deployment and adequate availability of the employees concerned. The Client will not contract with third parties whom it wishes to involve in the performance of the Contract other than in consultation with the Contractor. The Client will only provide information to grantors after first discussing this with the Contractor.
6. The Contractor is not liable for any damage

caused due to it having relied on incorrect and/or incomplete data provided by the Client, unless it should have been aware that that data was incorrect or incomplete.

7. If the parties have agreed that the Contract is to be performed in phases, the Contractor may suspend the performance of anything due to be performed in a subsequent phase until the Client has approved the results of the preceding phase in writing.

8. If work on the Contract is performed by the Contractor or third parties engaged by it at the Client's premises or at a location designated by the Client, the Client will provide, free of charge, the facilities reasonably required by those workers, including at least a workplace, parking facilities and a charging point for electric cars.

Article 7 Amendment of the Contract or additional work

1. The Client accepts that the time schedule of the Contract may be affected if the parties decide to change the approach, method or scope of the Contract and the resulting work while the Contract is being performed. If changes arise in the performance of the Contract due to the Client, the Contractor shall make the necessary adjustments on the Client's instructions. If this results in additional work, the Contractor will charge this to Client as an additional Contract. The Contractor may charge the Client for any additional costs incurred for amending the Contract.

2. Notwithstanding paragraph 1, the Contractor will not charge additional costs if the amendment of addition to the Contract is due to circumstances attributable to the Contractor.

Article 8 Contract duration; performance period

1. Unless otherwise agreed in writing, the parties will enter into the Contract for an indefinite period of time.

2. In the case of fixed term Contracts, the agreement shall be renewed for one year at a time, unless either party terminates the cooperation one month before the current term ends.

3. If a period for completion of certain work within the term of the Contract has been agreed, that will not constitute a deadline. If the agreed period for performance is exceeded, the Client must therefore give Contractor written notice of default.

Article 9 Rates

1. Where the parties have not agreed otherwise in writing, the Contractor will apply its usual hourly rate. If the work is connected with acquiring a Grant, a percentage of the Grant awarded and a base amount will apply in the case of a result-dependent fee. This amount is determined for each Contract.

2. The Contractor's rate includes office costs such as ICT, licences, facilities, telephone costs et cetera.

3. Travel time is charged at 50% of the hourly rate. The Contractor will declare travel and accommodation expenses in accordance with arrangements made in the quotation, with travel being charged at a fixed rate per kilometre, determined for each Contract. The costs of foreign travel, accommodation costs in and outside the Netherlands and any necessary translation and reproduction costs for print runs larger than ten items will be charged separately.

4. The Contractor will only charge for time actually spent. If this is likely to exceed the quoted amount by more than 25%, it will invoice after prior consultation with the Client.

5. The Client accepts the responsibility to recover any fees owed to the Contractor or to charge these fees to involved recipient project partners, if applicable. This is, for example, the case in a decision where several project partners are promised a grant contribution. Upon the Client's request, the Contractor shall provide the necessary cooperation to enable the Client to collect these fees or to charge them to the benefiting project partners, including providing relevant documentation and information if required.

6. If a fixed price for acquiring Grants or a percentage of any Grant to be awarded on the basis of a result-dependent fee has been agreed between the Client and the Contractor for the Contract, the Client will be liable for all costs incurred in addition to the agreed fixed

fee if the Contractor has performed work and one or more of the circumstances listed below occur. Labour costs are calculated at a rate of €275 per hour. The foregoing applies if:

- the Application in preparation cannot be submitted or cannot be submitted on time due to decision-making on the part of the Client; or
- the prepared Application is not submitted, not submitted on time or not submitted correctly by the Client or as a result of the acts or omissions of third parties acting on its behalf; or
- an Application that has already been submitted and not yet decided upon is withdrawn;
- the project or one of the projects is not continued in the manner described in the Application being prepared or in the Application that has already been submitted but not yet decided upon; or
- obligations and/or the suspensive condition(s) of a grant are not met.

7. All prices are exclusive of turnover tax (VAT) and other government levies.

8. If the Contractor agrees an hourly rate with the Client, the Contractor is nevertheless entitled to increase this rate without the Client in that case being entitled to terminate the Contract for that reason, if that increase is the result of a right or obligation provided by law or regulations or is due to a wage increase et cetera or any other reasons that were not reasonably foreseeable at the time the Contract was concluded.

9. The Contractor may, without giving prior written notice, increase the rate agreed in the quotation as of 1 January of each calendar year by up to the rate of inflation for the preceding year published by Statistics Netherlands (CBS). This applies to rates agreed in the offer as well as to rates and costs mentioned in these terms and conditions. If prices increase beyond the inflation rate, the Contractor may also increase prices. The Client may cancel the Contract in the event of an annual increase of more than 10%. This is not permitted if the increase arises from the law.

10. The Contractor will notify the Client in writing if it plans to increase the rate, stating the amount of the increase and the effective date.

11. If the Client does not agree to the increase of more than 10% planned by the Contractor, then, within two weeks of receiving that notification, it may cancel the Contract in writing as of the effective date of the increase stated in the Contractor's notification.

12. All amounts mentioned and referred to are calculated in euro, with the conversion of other currencies being at a mid-rate applicable on the date the fee becomes due to Contractor.

Article 10 Payment terms

1. Payment is due within two weeks of the invoice date, unless otherwise agreed.

2. After the due date, the Client is in default by operation of law and the Contractor is entitled to charge statutory commercial interest. The Contractor will charge interest on the amount payable from the time the Client is in default until the amount is paid in full. The Client will be charged €175 for any reminder, demand or warning issued in this regard.

3. The Contractor has the right to use payments made by the Client firstly to defray any costs, after which it will go towards reducing interest owed and finally towards reducing the principal and any accruing interest. The Contractor may reject an offer of payment, without being in default, if the Client specifies a different order for the allocation of the payment. The Contractor may reject full settlement of the principal sum if the interest owed and the accruing and collection costs are not settled at the same time.

4. In the event of the Client's liquidation or bankruptcy or any attachment levied against it or suspension of payments on its part, the Contractor's claims against the Client will be immediately due and payable.

5. If the Client fails to perform any of its obligations, it will bear any and all costs (both judicial and extrajudicial) incurred for recovering any claims against it.

Article 11 Retention of title

1. All items delivered by the Contractor, such as designs, sketches, drawings, films, software and (electronic) files, will remain the property of the Contractor until the Client has fulfilled all its obligations.

2. The Client is not authorised to pledge or

otherwise encumber any items subject to retention of title.

3. If third parties levy attachment on any items delivered under retention of title or if they wish to create or enforce rights thereon, the Client must notify the Contractor of this as soon as can be expected.

4. The Client is obliged to insure, and keep insured, any items delivered under retention of title against fire, explosion, water damage and theft and to make such insurance policy available for inspection immediately upon request.

5. Any items delivered by Contractor, which according to paragraph 1 of this clause are subject to retention of title, may be resold only in the normal course of business, but may never be used as a means of payment.

6. If the Contractor wishes to exercise its proprietary rights indicated in this clause, the Client gives unconditional and irrevocable permission to the Contractor – or third parties to be designated by the Contractor – to enter all locations where the Contractor's property is located in order to repossess the items in question.

Article 12 Inspection, claims and complaints

1. Complaints about work performed must be reported to the Contractor in writing by the Client within two weeks of the invoice date and no later than three weeks after completion of the work in question. Such notice of default must contain as detailed a description of the shortcoming as possible to enable the Contractor to respond to it appropriately.

2. If a complaint is justified, the Contractor will still perform the work as agreed, unless this has become demonstrably pointless. If this is the case, the Client must notify the Contractor of this in writing.

3. If it is no longer possible or useful to perform the remaining work, the Contractor will be liable, within the limits of Article 16.

Article 13 Termination

1. If the Contractor terminates the Contract early, it will ensure, in consultation with the Client, that any work still to be carried out is transferred to third parties. It will do so unless the termination is attributable to the Client.

Should the transfer of the work involve extra costs for the Contractor, these will be charged to the Client. The Client will be obliged to pay these costs within the specified period of time, unless the Contractor indicates otherwise.

2. If the Client terminates the Contract, it will owe the Contractor the amount that the Contractor would have charged the Client if it had performed the Contract in full, minus the savings made by the Contractor.

Article 14 Suspension and termination

1. The Contractor is authorised to suspend the fulfilment of the obligations or terminate the Contract if:

- the Client fails to comply with its obligations under the Contract or fails to do so fully or on time, or;
- after the Contract is concluded, circumstances come to the Contractor's knowledge which give it good reason to fear that the Client will not fulfil its obligations;
- the Client was requested to provide security for the fulfilment of its obligations under the Contract when it was concluded and such security has not been provided or is insufficient or if, due to the delay on the part of the Client, the Contractor can no longer be required to perform the Contract on the terms originally agreed;
- circumstances arise that are such that compliance with the Contract is impossible, or the Contractor cannot reasonably be required to continue performing the Contract without alteration.

2. If the Contract is terminated, the Contractor's claims against the Client will be immediately due and payable. If the Contractor suspends its fulfilment of the obligations, it will retain its statutory claims as well as those under the Contract.

3. If the Contractor suspends or terminates the Contract, it will not owe any damages or compensation or any costs as a result.

4. If termination is attributable to the Client, the Contractor is entitled to compensation for any loss, including costs, incurred directly and indirectly as a result.

5. If the Client does not fulfil its obligations under the Contract in a manner that justifies termination of the Contract, the Contractor will

be entitled to terminate the Contract with immediate effect without any obligation on its part to pay any damages or compensation. However, the Client will be obliged to pay damages or compensation for breach of contract.

Article 15 Return of items made available

1. If the Contractor has made items available to the Client in performing the Contract, the Client must return them upon the Contractor's written request, within 14 days, in their original condition, free of defects and complete. Should the Client fail to comply with this obligation, all ensuing costs will be for its account.
2. If the Client, still remains in default after receiving a reminder, the Contractor may recover the resulting damages and costs, including costs of replacement.

Article 16 Liability

1. The Contractor has a best-efforts obligation to perform any Contracts it accepts. Should the Contractor be liable, its liability is limited as specified in this clause.
2. The Contractor will not be liable for any damage at all arising from its reliance on inaccurate and/or incomplete information furnished by the Client.
3. The Contractor will only be liable if the damage is due to intent or gross negligence on its part or on the part of its subordinate managers and supervisors.
4. The Contractor is only liable for direct damage. Direct damage refers exclusively to reasonable costs of establishing the cause and extent of the loss, insofar as determining such damage relates to damage as defined in these terms and conditions, any costs reasonably incurred in order to make the Contractor's deficient performance conform to the Contract, to the extent that this is attributable to the Contractor, and any reasonable costs incurred to prevent or mitigate the loss, insofar as the Client proves that such costs have led to the mitigation of direct damage as defined in these terms and conditions. The Contractor is never liable for indirect damage, including consequential loss, loss of profit, lost savings and business interruption losses.
5. If the Contractor is liable for direct damage,

such liability shall be limited to a maximum of the invoice amount and, in any case, the amount of the payment to be made by the Contractor's insurer where applicable.

Article 17 Indemnification

The Client indemnifies the Contractor against any claims by third parties who sustain damage in relation to the performance of the Contract, where the cause is attributable to parties other than the Contractor. Should the Contractor be sued by third parties in this regard, the Client is obliged to support the Contractor in and out of court and to immediately do anything that may be expected of it in that case. Should the Client fail to take adequate measures, the Contractor is entitled, without notice of default, to proceed to do so itself. All costs and damage incurred by the Contractor and third parties as a result will be entirely at the expense and risk of the Client.

Article 18 Force majeure

1. The parties are not required to fulfil their obligations if they are impeded by circumstances that are not their fault or if - as provided by law - they are not accountable for a legal act or a generally accepted practice.
2. Force majeure means – in addition to what is understood by it in law and case law – all external causes, foreseen or unforeseen, over which the Contractor has no control, but which prevent it from fulfilling its obligations. This includes strikes in the Contractor's company, illness, disability, non-performance of obligations by third parties, pandemics and/or closure of national borders.
3. The Contractor is also entitled to invoke force majeure if the circumstance preventing performance or further performance occurs after it should have fulfilled its obligations.
4. The parties may postpone their obligations for as long as the situation of force majeure continues. If a force majeure situation continues for more than two months, then all parties may terminate the Contract without being obliged to compensate the other party for damage.
5. If at the time of force majeure the Contractor has already partially fulfilled its obligations or will be able to fulfil them, it may claim for that.

The Client will then pay this claim as if it related to a stand-alone Contract.

Article 19 Confidentiality

1. The Contractor is—subject to exceptions laid down by law or regulation—obliged to keep confidential information obtained in the course of the Contract. Information is considered confidential if this is indicated by the other party or if it is evident from the information itself or the type of information involved.
2. If, according to a statutory provision or a court ruling, the Contractor is required to provide confidential information to third parties appointed by law or by the competent court and may not invoke a right to refuse to give evidence—either statutory or acknowledged or permitted by the competent court—it will not be obliged to pay damages or compensation and the counterparty will not be entitled to terminate the Contract on the basis of any resulting damage or loss.
3. The Contractor is entitled to name the Client in its communications as the organisation to which it is providing services.

Article 20 Processing of personal data

1. The Client shares personal data with the Contractor or exchanges personal data with Contractor for the purposes of carrying out the Contract.
2. Within the scope of the Contract, the Contractor itself determines the purpose and methods for further processing of personal data. If the Client insists that the Contractor's responsibility does not go beyond that of a processor of personal data, this shall be laid down in a separate processor's agreement.
3. The Contractor is responsible for the processing of personal data necessary for the performance of the Contract.
4. The Contractor ensures the strict confidentiality of such personal data and takes appropriate internal measures and provisions to guarantee this.
5. The Contractor guarantees to the Client the correct use of the personal data and shall not use them for purposes other than those agreed in the Contract.
6. The Contractor ensures that personal data is not disclosed to third parties, except if explicitly

approved in writing by the Client, respecting the established purposes for processing by Contractor.

7. Both the Client and the Contractor will develop, implement and maintain a written information security policy that requires both parties to implement appropriate technical and organisational measures to protect personal data against breaches of security, confidentiality, integrity and other unauthorised or unlawful processing methods, taking into account the current state of technology. These measures should ensure an appropriate level of safety and security adapted to the risk related to the transmission of personal data.
8. Both the Client and the Contractor recognise that technical and organisational measures may change over time. Effective security measures require regular evaluation and adaptation, and both parties should inform each other about them regularly, periodically, or as often as necessary.
9. Both the Client and the Contractor must take appropriate technical and organisational measures to comply with legal requirements regarding security incidents, including data breaches. Where possible, both parties must assist each other in dealing with requests from data subjects exercising their privacy rights.
10. Neither the Client nor the Contractor may share information about security incidents with third parties or data subjects, unless required by law or agreed in writing between the parties.
11. The designated contacts for both the Client and the Contractor must inform each other immediately of any breaches relating to personal data, such as security incidents as soon as they become aware of them. The contact details of these contacts shall be specified in the Contract.
12. The Client guarantees that the processing of personal data is legal and does not infringe the rights of data subjects.
13. The Contractor will redirect requests from data subjects to exercise their rights (e.g. requests for access, modification, or deletion of personal data) to the Client for further handling. Given the nature of the contract and the Contractor's contextual responsibility for processing, it is not appropriate for the Contractor to handle such requests itself. In

these cases, the Contractor refers these requests to the Client, who handles them, with the Contractor's cooperation if necessary, as the Contractor has access to this personal data and/or its processing as part of the contract.

14. The personal data provided by the Client or to be provided will be specified in writing and may include, among other things:

- Name and signature of the Client's authorised employee.
- Name, initials/first name/surname, position, office, address, business e-mail address/telephone number, bank account details of the Client's authorised employee, contact persons and any external advisors.
- Financial data concerning the organisation, such as annual reports and additional information on the funding and legal structure of the organisation.
- Personnel information, whether or not in anonymised summary states, including salutation, initials/first name/surname, job description, position, office, address, business e-mail address/telephone number.
- Miscellaneous information, such as references, publications, citizen service numbers, employee numbers, salary data, CVs, education records (including the name of the course, start and end date), dates of employment commencement/termination, administration of time and/or attendance justification, minutes and progress reports.

Article 21 Intellectual property and copyright

The Contractor reserves the rights and powers assigned to it under the Dutch Copyright Act (*Auteurswet*) and other intellectual property laws and regulations. The Contractor has the right to use its increased knowledge resulting from the performance of a Contract for other purposes as well, insofar as this does not entail any disclosure of strictly confidential Client information to third parties.

Article 22 Disputes

Any dispute between the Client and the Contractor will be settled by the competent court in Groningen, the Netherlands.

Article 23 Applicable law

Any Contract between the Contractor and the Client will be governed by the laws of the Netherlands, even if all or part of an obligation is performed abroad or if the Client is domiciled or established abroad. The Vienna Sales Convention does not apply.