

General Purchase Terms

1. Definitions

1.1 Capitalized terms in these general purchase terms shall have the following meaning:

- a) **ABN AMRO** means either ABN AMRO Bank N.V. or an ABN AMRO Affiliate that is a party to an Agreement governed by these general purchase terms.
- b) **Affiliate** means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, ABN AMRO or the Supplier.
- c) **Agreement** means any written agreement (including purchase orders accepted by the Supplier) entered into between ABN AMRO and the Supplier to which these general purchase terms have been declared applicable. The Agreement includes the documents referred to in clause 2.1.
- d) **Confidential Information** means information disclosed by a party to the other party under this Agreement that is designated by the disclosing party as proprietary or confidential, or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure, including all data and information provided by ABN AMRO, with the exception of any information that (a) is or has become part of the public domain without violation of the Agreement, (b) can be proven known and on record with the receiving party prior to the first access to such Confidential Information with the exception to any Confidential Information that was prepared for or on behalf of the other party, or (c) can be proven to have been independently developed.
- e) **Data Processing Agreement** means the data processing agreement attached to this general purchase terms that applies if the Supplier, in providing the Services, processes personal data on behalf of ABN AMRO.
- f) **Deliverable** means the result of the Services provided to ABN AMRO under the Agreement.
- g) **Privacy Exhibit** means the exhibit to the Delivery Agreement that describes the processing of personal data.
- h) **SaaS** means a software as a service functionality made available by the Supplier to ABN AMRO under the Agreement.
- i) **Security Testing** means passive (monitoring) and offensive (penetration) testing.
- j) **Services** means all services provided by the Supplier to ABN AMRO under the Agreement, which can include SaaS and maintenance and support services.

- k) **Software** means software owned by the Supplier or a third party and made available to ABN AMRO under a use right as described in the Agreement. The Software includes all interfaces between third party software and the Software, and all related documentation.
- l) **Supplier** means the legal entity providing Services or goods to ABN AMRO.

2. Applicability

- 2.1 **Applicability.** These general purchase terms apply to and form part of any Agreement between ABN AMRO and the Supplier. If applicable, the following documents are also part of the Agreement: the data processing agreement, cover agreement and delivery agreement (including any other document referred to in these agreements).
- 2.2 **Order of precedence.** In case of a conflict between the provisions of the data processing agreement and these general purchase terms, the provisions of the data processing agreement prevail. A deviation from these general purchase terms in any other document only prevails over these general purchase terms if the deviation specifies the clause of these general purchase terms deviated from.

3. Services

- 3.1 **Applicability.** This clause 3 applies if the Supplier provides Services to ABN AMRO.
- 3.2 **Performance.** The Supplier must perform the Services with reasonable skill and care in a timely and professional manner using appropriately qualified and experienced personnel and in accordance with good industry practice.
- 3.3 **Warranties.** The Supplier warrants that the Services and any Deliverable provided along with it:
 - a) are – insofar as it concerns Software – substantially free from material design and programming errors; and
 - b) only include third party materials, such as third party software, that the Supplier is authorized to license to ABN AMRO under terms and conditions that do not conflict with the terms and conditions of the Agreement.
- 3.4 **Malware protection.** The Supplier will implement and maintain appropriate technical and organizational measures in accordance with good industry practice to ensure that the Services are protected from malware and other contaminants.
- 3.5 **Suspension.** The Supplier will not suspend the provision of the Services.

4. The Supplier's employees

- 4.1 **No employment with ABN AMRO.** Nothing in the Agreement will limit the Supplier's responsibility for persons employed by or through the Supplier, or create joint employment with ABN AMRO. The persons employed by or through the Supplier will not be deemed employees of ABN AMRO.
- 4.2 **Pre-employment screening.** If the Agreement stipulates that ABN AMRO's Pre-Employment Screening Policy applies, the Supplier will carry out pre-employment, background and reference screening of its employees involved in the provision of the Services in accordance with the instructions given in that respect by ABN AMRO.
- 4.3 **Employees at ABN AMRO's locations.** The Supplier ensures that at any ABN AMRO location, its employees will comply with all of ABN AMRO's policies, as agreed with the Supplier and follow the reasonable instructions of ABN AMRO's employees.
- 4.4 **Replacement.** ABN AMRO can demand replacement of a Supplier's employee deployed to provide the Services in the event of compelling circumstances of such nature that it cannot reasonably be expected from ABN AMRO to work with the employee. In case of a replacement, the Supplier ensures that the new employee will have the level of skill, experience, knowledge and appropriate regulatory classifications and credentials comparable to the replaced employee.

5. SaaS

- 5.1 **Applicability.** This clause 5 applies in addition to clause 3 (Services) if the Supplier provides SaaS to ABN AMRO and, for the avoidance of doubt, does not apply if the Supplier only delivers and licenses Software.
- 5.2 **Rights to use.** The Supplier grants to ABN AMRO a non-exclusive right to use the SaaS for the term as set out in the Agreement. If the SaaS is part of a customer product or service, the customers of that product or service may also use the SaaS. Except for the use restrictions explicitly set forth in the Agreement, no further license restrictions apply.
- 5.3 **Reverse engineering.** ABN AMRO will not reverse engineer, decompile, disassemble or modify the SaaS in whole or in part except as permitted by law, or to the extent such action is legitimately required for the purpose of integrating the operation of the SaaS with the operation of other software or systems used by ABN AMRO.
- 5.4 **Security Testing.** At ABN AMRO's request, the Supplier must cooperate with Security Testing. Before the Security Testing will take place, the parties will agree upon ABN AMRO's letter of authority for Security Testing.
- 5.5 **Information security.** The Supplier is responsible for the information security aspects of the SaaS and must ensure that:
- a) it complies with generally and internationally accepted security standards and has implemented such standards and operates procedures to adequately monitor and report on compliance to ABN AMRO in accordance with clause 13.4;
 - b) it has implemented policies and procedures which enable it to timeously detect vulnerabilities in any SaaS it provides to ABN AMRO;
 - c) it has in place a control framework based on ISO/IEC 27001 or an alternative industry standard acceptable to ABN AMRO and can demonstrate compliance with the control objectives of this control framework via a statement of applicability (to be issued to ABN AMRO promptly at its first request); and
 - d) it is able to demonstrate compliance with its own control framework via a SOC 2, type 2 report, or an alternative industry standard acceptable to ABN AMRO, issued by an independent auditor. The report must cover the suitability of the design and the operating effectiveness of the controls relevant to security, availability, confidentiality, processing integrity and privacy principles. The Supplier will provide ABN AMRO with such report on an annual basis.

6. Software

- 6.1 **Applicability.** This clause 6 applies if the Supplier provides Software to ABN AMRO and, for the avoidance of doubt, not to the provision of SaaS.
- 6.2 **Rights to use.** The Supplier grants to ABN AMRO a non-exclusive right to use the Software for the term as set out in the Agreement. If the Software is part of an end customer product or service, the customers of that product or service may also use the Software. The license includes the right to use the Software for the purpose of testing, back-up and disaster recovery such as failover, standby and mirrored environments. Except for the license restrictions explicitly set forth in the Agreement, no further license restrictions apply.
- 6.3 **Reverse engineering.** ABN AMRO will not reverse engineer, decompile, disassemble or modify the Software in whole or in part except as permitted by law, or to the extent such action is legitimately required for the purpose of integrating the operation of the Software with the operation of other software or systems used by ABN AMRO.
- 6.4 **The Supplier's audit right.** If the Supplier shows it is reasonably implausible ABN AMRO's use of the Software is in compliance with the Agreement, it has the right to verify compliance by asking ABN AMRO to complete a self-audit during the term of the Agreement. Only if the Supplier shows the self-audit is not performed with reasonable skill and care, it will have the right to have a third party IT auditor perform an audit at ABN AMRO's locations. ABN AMRO will fully cooperate with such audit, if the

scope and details of the audit are agreed between the IT auditor, ABN AMRO and the Supplier in advance. If such audit reveals unlicensed use of the Software, ABN AMRO may either terminate such use or purchase sufficient additional licenses to cover all usage revealed. ABN AMRO is entitled to receive all price list reductions and discounts the Supplier communicates to the market and apply them to the relevant fees.

7. Goods

- 7.1 **Applicability.** This clause 7 applies if the Supplier provides goods to ABN AMRO.
- 7.2 **Delivery.** The Supplier must deliver the goods Delivery Duty Paid and in adequate and sustainable packaging material. At ABN AMRO's request, the Supplier must remove and properly dispose the packaging material. The Supplier must deliver the goods with all materials, instructions and documentation required to properly use them.
- 7.3 **Ownership.** The ownership of the goods transfers automatically to ABN AMRO on the delivery date or at the time ABN AMRO pays at least 30% of the relevant fees, whichever occurs first.
- 7.4 **Possession.** The Supplier ensures that all goods owned by ABN AMRO but in possession of the Supplier are, at all times (i) properly stored and identifiable as goods owned by ABN AMRO, (ii) continue to be of sufficient quality, and (iii) adequately protected from loss or damage.
- 7.5 **Inspection.** ABN AMRO is entitled to inspect and test the goods upon delivery, but is not required to do so. Any defective goods must be rejected within a reasonable period after delivery. At ABN AMRO's request, the Supplier must replace the rejected goods and collect the rejected goods at its own expense.
- 7.6 **Defects.** The Supplier must be able to maintain and repair the goods during the normal life span of those goods.

8. Fees

- 8.1 **Fees and taxes.** The Supplier will invoice and ABN AMRO will pay the Supplier the fees as set out in the Agreement. All fees are gross amounts and exclusive of VAT (BTW) only. All fees are fixed during the term of the Agreement. Any cost not reflected in the Agreement is not payable.
- 8.2 **Invoicing.** The Supplier must invoice the fees no later than within 12 months after the date on which the Supplier is first entitled to invoice. If the Supplier fails to do so, the fees are waived by operation of law. Payment of an invoice does not constitute acceptance of the related Software, Service or Deliverable.
- 8.3 **Purchase-to-Pay system.** At ABN AMRO's request, the Supplier is obliged to subscribe to and use the purchase-to-pay system identified in the Agreement for accepting orders and sending invoices. ABN AMRO may reject orders if the Supplier does not use the purchase-to-pay system, at ABN AMRO's request.
- 8.4 **Time and materials fees.** Where Services are undertaken on a time and materials basis the Supplier (i) will perform those Services against the agreed rates as set out in the Agreement, (ii) keep record of the hours spent and activities performed, and (iii) submit completed timesheets to ABN AMRO in a frequency and format reasonably determined by ABN AMRO.
- 8.5 **Payment terms.** ABN AMRO will pay an undisputed invoice within 30 days after receipt provided that it correctly quotes the ABN AMRO purchase order number and meets the other requirements set out in the Agreement.
- 8.6 **Late payment.** Any undisputed amount not paid within 30 days after the invoice receipt date, may be subjected to a 4% annual interest, but only after the Supplier has reminded ABN AMRO of the late payment through a written notification and ABN AMRO fails to pay within 5 days from receipt of such notification.
- 8.7 **Disputed invoices.** If ABN AMRO disputes an invoice, it will send the Supplier a notification containing the reasons thereof within 30 days after receipt of that invoice. If ABN AMRO disputes only part of an invoice, the Supplier will split it into 2 separate invoices: 1 relating to the undisputed and 1 relating to the disputed part. ABN AMRO must pay the invoice relating to

the undisputed part in accordance with clause 7.5. The parties will attempt to reach an agreement on the disputed invoice as soon as possible.

9. Confidentiality

- 9.1 Permitted use.** Each party will only use the other party's Confidential Information for the purpose for which it was provided, and only disclose the other party's Confidential Information to third parties with a need to know in connection with the Agreement and bound by confidentiality obligations no less protective than this clause.
- 9.2 Term.** All Confidential Information relating to or obtained from a party must be held confidential by the other party for the duration of the Agreement and a period of 5 years thereafter, unless applicable law requires otherwise.
- 9.3 Authorized disclosure.** Parties are authorized to disclose Confidential Information at the order of a competent court or supervisory authority and to defend/enforce a party's right under the Agreement. To the extent possible and permitted under applicable law, the party receiving that order agrees to (i) impose protective measures that reasonably protect the interest of the owner of the Confidential Information, (ii) anonymize the Confidential Information, (iii) give prompt written notice to the owner of the Confidential Information before disclosing the Confidential Information, and (iv) inform the party receiving the Confidential Information that that information is subject to a duty of confidentiality. The parties are also entitled to disclose Confidential Information to the extent such disclosure is reasonably necessary to comply with a party's obligation to disclose inside information (i.e. material non-public information that could affect the price of a financial instrument) to its investors considering the advice of a reputable law firm or the in-house legal department, and as much as possible after consultation of the other party.

10. Intellectual property rights

- 10.1 General knowledge.** During the term of the Agreement, each party may develop and acquire general knowledge, experience, skills and ideas, which are not protected by intellectual property rights. Parties may use this general knowledge, experience, skills and ideas to the extent that this does not result in disclosure of Confidential Information or unauthorized use of any Intellectual Property Rights.
- 10.2 Intellectual property rights.** Subject to clause 10.3, each party retains all its intellectual property rights.
- 10.3 Intellectual property rights in Deliverables.** The Supplier hereby, at no additional cost to ABN AMRO, assigns all intellectual property rights in the Deliverables to ABN AMRO, effective upon the provision thereof to ABN AMRO. If this assignment requires any further act in order to be legally valid in any jurisdiction, the Supplier will provide ABN AMRO with all required assistance to effectuate such act at ABN AMRO's cost. Where a Deliverable comprises software, the Supplier must deliver all source code and preparatory materials.
- 10.4 ABN AMRO's third party service providers' right to use.** ABN AMRO's third party service providers and partners may use the Software and SaaS under the same restrictions that apply to ABN AMRO if and to the extent needed for ABN AMRO's internal business operations.
- 10.5 Indemnity.** The Supplier indemnifies ABN AMRO against losses incurred in connection with any action, claim or proceeding made or brought by any person alleging that ABN AMRO's use or possession of any Software, Service or Deliverable infringes the intellectual property rights or any other ownership or related rights of any person, unless any such losses are directly caused by:
- a) ABN AMRO's breach of the Agreement;
 - b) any modification of the infringing item not made by or with the knowledge of the Supplier;

- c) the use of the infringing item in combination with any item not provided by or used with the knowledge of the Supplier.

10.6 Additional rights. In addition to indemnifying ABN AMRO under clause 10.5, the Supplier must:

- a) secure the right to continue using the item at its costs;
- b) if (a) cannot be accomplished, replace or modify the infringing item at its costs, provided that any such replacement or modification will not degrade the Software, Service or Deliverable or limit ABN AMRO's ability to use the same; and
- c) if neither of (a) nor (b) can be accomplished, remove the infringing item from the Software, Service or Deliverable, in which case, without prejudice to any other rights or remedies available to ABN AMRO under the Agreement or at law (including the right to terminate the Agreement), the Fees will be equitably adjusted to reflect such removal.

10.7 Procedure for indemnity. In order to rely on an indemnity, ABN AMRO must (i) inform the Supplier of the claim or proceeding without undue delay, (ii) allow the Supplier to control the defense of the claim or proceeding and related settlement negotiations, and (iii) reasonably cooperate with the Supplier in performing its activities under (ii). ABN AMRO will not admit any liability in relation to any claim or proceeding or settle or compromise such claim without the prior consent of the Supplier.

11. Personal data

11.1 Processing of personal data. If the provision of the Supplier's product or service to ABN AMRO requires the processing of personal data, the parties must enter into an appropriate agreement for the processing of that personal data.

12. Subcontracting

12.1 Approved subcontractors. The Supplier may engage the subcontractors known to ABN AMRO on the date on which the parties entered into the Agreement, as listed in Agreement.

12.2 New subcontractors. The Supplier will not subcontract any part of the Services to another third party without informing ABN AMRO thereof at least 90 days in advance. During this period, ABN AMRO may subject the proposed third party to Security Testing and other risk assessments. The Supplier will provide all reasonable cooperation in enabling ABN AMRO to perform such assessments. If ABN AMRO reasonably determines that engaging the proposed third party could have an adverse effect on any part of the Services, ABN AMRO will inform the Supplier thereof in writing at least 14 days before the engagement of the new subcontractor is planned to take place. If the Supplier is in such case not able or willing to continue to provide the Services in accordance with the terms of the Agreement without the engagement of the new Subcontractor, ABN AMRO may terminate the agreement with immediate effect pursuant to clause 16.3.

12.3 Affiliates. The Supplier is allowed to subcontract a part of the Services to an Affiliate by informing ABN AMRO thereof 30 days in advance, provided that - if the Affiliate will be processing ABN AMRO data – it is within scope of the same control framework and third party audit report as the Supplier.

12.4 Responsibility. The Supplier remains fully responsible and liable for its Subcontractors' compliance with the Supplier's obligations under the Agreement. For the avoidance of doubt: any subcontracting is subject to the Supplier continuing to ensure compliance with all requirements under the applicable law. The Supplier must monitor such compliance on an ongoing basis.

13. Compliance

- 13.1 **General.** The Supplier must, in its performance of the Agreement, comply with ABN AMRO's policies explicitly included or referred to in the Agreement, as the same may be amended from time to time, subject to advance notice from ABN AMRO, and applicable law.
- 13.2 **Changes in applicable law.** The parties will inform each other of changes in applicable law relevant for the Agreement. If those changes require amendments to the Services or the Agreement, the parties will use all reasonable efforts to agree upon those amendments and the costs thereof and implement them.
- 13.3 **Sustainability verification.** If set forth in the Agreement, the Supplier must obtain a sustainability verification with a third party supplier acceptable to ABN AMRO in accordance with the Supplier Code of Conduct.
- 13.4 **Supplier risk information.** The Supplier will provide information at reasonable intervals in order to demonstrate its continued compliance with applicable law, as well as its internal policies and governance controls. ABN AMRO may engage a third party or participate in a community to collect, validate and monitor the provided information.
- 13.5 **BRRD.** The parties acknowledge the powers of the national resolution authority, including those set out in articles 68 and 71 of the Bank Recovery and Resolution Directive 2014/59/EU ("BRRD"). The Services description in the Agreement is understood to cover the 'substantive obligations' referenced in article 68 BRRD.

14. Business continuity

- 14.1 **Demonstrate BCM.** The Supplier must implement all necessary measures to ensure a continuous, undisturbed use by ABN AMRO of the Software, Services or Deliverables. Therefore, the Supplier must have implemented and will maintain BCM and must document in writing its measures in a manner as agreed between the parties.
- 14.2 **Test the BCM.** The Supplier will test the effectiveness of its BCM at least once per year as well as after implementation of a change with substantial impact on the BCM. At ABN AMRO's request, the Supplier will provide a copy of its BCM test report to ABN AMRO.
- 14.3 **Cooperation with ABN AMRO's BCM.** The Supplier must cooperate with ABN AMRO's BCM tests or exercises, at ABN AMRO's request.

15. Liability

- 15.1 **Exclusions.** Neither party is liable for any loss of future sales and business profits, loss of anticipated savings or damage to reputation.
- 15.2 **Cap.** Subject to clause 15.3, each party's liability for damages is limited to EUR 1,000,000.
- 15.3 **Unlimited liability.** Nothing in this Agreement will operate to exclude or limit a party's liability (i) for any losses resulting from its willful misconduct (*opzet*), fraud (*bedrog*), or gross negligence (*bewuste roekeloosheid*), or which liability can otherwise not lawfully be excluded or limited under mandatory provisions of applicable law, (ii) for penalties definitively imposed by any Supervisory Authority to the extent caused by such party's violation of applicable law, and (iii) for the indemnity obligations under the Agreement.
- 15.4 **Insurance.** The Supplier must maintain adequate insurance cover for its liability under the Agreement in line with market practice. At ABN AMRO's request, the Supplier must promptly provide evidence of such cover.

16. Termination

- 16.1 Termination for convenience.** ABN AMRO may terminate an Agreement for convenience for any reason by way of a 90 days' prior written notice or such shorter term as may be agreed in the Agreement. Such termination will not have any effect on other Agreements that are in effect at the date of termination.
- 16.2 Termination for breach.** A party may terminate the Agreement, in whole or in part, for breach by way of written notice and with immediate effect if the other party breaches the Agreement and fails to remedy that breach within a reasonable period of time after receiving a notice of default (*ingebrekestelling*), but only if that breach can be remedied by reperformance. If a breach cannot be remedied by reperformance, the first party may terminate the Agreement, in whole or in part, with immediate effect.
- 16.3 Termination for cause by ABN AMRO.** ABN AMRO may also terminate the Agreement, in whole or in part, for cause by way of written notice and with immediate effect if:
- a) the Supplier is unable to pay its debts as they fall due, or an application is being filed for the Supplier's bankruptcy or for a suspension of payments of debts;
 - b) any licences, governmental or regulatory consents, approvals or authorizations obtained or required by ABN AMRO that are relevant for the Services have expired or have been withdrawn or refused;
 - c) if ABN AMRO is instructed to do so by a supervisory authority;
 - d) in the event directly or indirectly a significant part of the legal control of the Supplier or the shares in the Supplier will or have been transferred to a third party that is not a sufficiently reputable party in ABN AMRO's sole and reasonable opinion; or
 - e) in the event as set out in clause 12.2 of these general purchase terms or (if applicable) clause 3.2 of ABN AMRO's data processing agreement.
- 16.4 Termination of related Agreements.** If ABN AMRO terminates an Agreement pursuant to clause 16.2 or 16.3, then ABN AMRO may also terminate another Agreement if it is reliant on the Software, Service or Deliverable provided or to be provided under the Agreement that is terminated. The termination of the reliant Agreement will be deemed to be based on the same clause as the termination of the Agreement on which it relies.
- 16.5 Fees in case of termination.** If ABN AMRO terminates pursuant to clause 16.1, ABN AMRO will pay the termination fees as agreed upon in the Agreement (if any). If ABN AMRO terminates pursuant to clause 16.2, ABN AMRO will only pay the Fees that are in accordance with the value of the Service received by ABN AMRO. If ABN AMRO terminates pursuant to clause 16.3, ABN AMRO will be required to pay the Fees for the Services provided until the date of termination of the Agreement
- 16.6 Notices.** For the purposes of this clause 16, a written statement that clearly demonstrates the other party has demanded performance will constitute a notice of default. For the avoidance of doubt, a 'written' statement or notice includes e-mail.
- 16.7 Exit regime.** The Supplier must fully cooperate with ABN AMRO to arrange for an orderly transition of the Services to any other third party indicated by ABN AMRO or directly to ABN AMRO. In the event the transition is not completed at the expiry or termination date of the Agreement, the Supplier must continue to actively cooperate with the transition and continue to provide the Services during an additional period of time, during which the Agreement, including the Fees, will continue to apply.

17. General

- 17.1 **Amendments.** Any amendments to the Agreement must be made in writing and confirmed by authorized representatives of both parties.
- 17.2 **Publicity.** The Supplier may not issue any communication in relation to the Agreement or ABN AMRO, or use any of ABN AMRO's trademarks, without ABN AMRO's prior written consent.
- 17.3 **Assignment.** The Supplier's rights and obligations under the Agreement are not transferable and cannot be encumbered without the prior written consent of ABN AMRO, which consent will not be unreasonably withheld. ABN AMRO may transfer its rights and obligations under the Agreement (i) to an Affiliate, (ii) to a third party acquiring a business for which (a part of) the Software, Service or Deliverable is being provided, and (iii) in the context of an outsourcing. ABN AMRO will inform the Supplier as soon as possible of such assignment.
- 17.4 **Divested Entity.** If ABN AMRO sells an Affiliate or any part of its business to a third party, ABN AMRO may provide such third party with access to the utility and benefit of any Software or Service or opt for such third party to continue to receive any Software or Service for up to 36 months under the same terms and conditions as set out in the Agreement.
- 17.5 **Governing law and forum.** The Agreement will be governed by the laws of the Netherlands, excluding its conflict of law rules. The United Nations Convention on the International Sale of Goods will not apply. The parties submit to the exclusive jurisdiction of the courts located in Amsterdam, the Netherlands.