
DLL General Purchase Conditions

2025 edition

1 DEFINITIONS

“Affiliate(s)” means any entity that controls DLL or Supplier, or a subsidiary (*dochtermaatschappij*) of either DLL or Supplier within the meaning of article 2:24a of the Dutch Civil Code (*Burgerlijk Wetboek*) as amended, restated or novated from time to time;

“Agreement” means any written agreement entered into between the Supplier and DLL, including (where relevant) any applicable schedules, DLL's purchase orders, GPC, DPA and any other document expressly referred to in the agreement as forming part thereof;

“Material Breach” means not complying with any warranty set out in the Agreement, any of the obligations set forth in article 4 (*Sub-Contracting*), 8 (*Compliance*), 9 (*Sustainability Statement*), 10 (*Confidentiality*), 11 (*Processing of (Personal) Data*), 15 (*Warranty*) and 18 (*Audit and Supervision*) of the GPC, and/or any of the obligations (where applicable) of the DPA;

“Confidential Information” means the content of the Agreement, DLL Data as well as all other data and information (including computer software) provided within the scope of the Agreement, as well as data and information derived from processing confidential information received and copies made. Personal data (defined in the GDPR), financial information, technical information, business and marketing plans, policies, research and development information and information regarding business relations of DLL and its Affiliates, is always confidential information;

“DLL” means De Lage Landen International B.V. and/or its Affiliates;

“DLL Data” means all (electronic) information, materials and data (including personal data, as defined in the GDPR) provided by or on behalf of DLL and its Affiliates and stored, maintained, transferred and/or otherwise processed by Supplier in any form as part of the Products and/or Services provided under the Agreement;

“DPA” means: Data Processing Agreement as referred to in article 28(3) GDPR;

“GDPR” means General Data Protection Regulation (Regulation (EU) 2016/679) as amended, restated, novated from time to time or its successor regulation;

“GPC” means these DLL General Purchase Conditions;

“Intellectual Property Rights” means all patents, trademarks, service marks, inventions, technical improvements, software and hardware interfaces, machine learning techniques, algorithms, automation routines, modelling methods, compositions, trade names, internet domain names, rights in designs, copyrights, moral rights, database rights, semiconductor topography rights, utility models, rights in know-how and other intellectual property rights, whether registered or unregistered and including pay per use structures and/or any other tangible or intangible asset directly or indirectly related to the type of industry DLL or Supplier is active in, applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Products and/or Services” means any product, materials, hardware, equipment, software, facilities, activities, events, service events, courses, goods and/or services provided by Supplier and/or the results and deliverables thereof and repaired or replaced (parts) of such. Also each referred to as a **“Product”** or **“Service”** or collectively as **“Products”** and/or **“Services”**;

“Regulator” means the Dutch authority for the Financial Markets (*Autoriteit Financiële Markten*), the Dutch Central Bank (*De Nederlandsche Bank*), the Federal Reserve System, the European Central Bank, authorities mentioned in Article 63(1)(a) of Directive

2014/59/EU and Article 65(3) of Directive 2013/36/EU and the legislations implementing such Directives, the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) and any other authority that regulates and/or supervises activities of DLL or Supplier or any of its Affiliates;

“**Supplier**” means the natural person or legal entity providing the Products and/or Services to DLL;

The singular reference shall include the plural and *vice versa*.

2 GENERAL

- 2.1 These GPC shall apply to the Agreement relating to the Products and/or Services purchased by DLL from Supplier.
- 2.2 Any delivery conditions and/or other (general) terms and conditions of Supplier or another third party, whether or not referred to by Supplier (e.g. on an offer, order acknowledgement or invoice, by hyperlink or otherwise) shall not be applicable and are hereby explicitly rejected by DLL.
- 2.3 Agreements between the parties shall be signed exclusively using an e-signature solution chosen by DLL.
- 2.4 When purchasing Products and/or Services DLL may issue a purchase order to Supplier. DLL may withdraw the purchase order without any further obligations, regardless if Supplier has or has not confirmed the purchase order.
- 2.5 DLL may at all times during the Agreement reduce or increase (parts of the) Products and/or Services. Supplier shall reduce or increase the prices accordingly. Other amendments to the Agreement shall only be valid if the parties agreed to them in writing.
- 2.6 Subject to Article 2.2. of these GPC, in case of conflicts or inconsistencies between the GPC and other parts of the Agreement, the following order of precedence is applicable: purchase orders, GPC, offers, requests, unless otherwise agreed in writing.
- 2.7 Any reference to any party or person acting on behalf of Supplier shall also be understood to include Supplier's employees.
- 2.8 Unless explicitly agreed otherwise, all obligations of the Supplier under the Agreement shall be considered result obligations (*resultaatverplichtingen*).
- 2.9 DLL is entitled to transfer the Agreement or the rights and obligations resulting from the Agreement to an Affiliate, without prior permission of Supplier. Such permission is also not required if the competent Resolution Authority as defined in chapter 3a of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) decides to transfer this Agreement or the rights and obligations under the Agreement to a party or person other than DLL or an Affiliate because of a resolution event (including a post-resolution business reorganization or restructuring).

3 PRICES AND TERMS OF PAYMENT

- 3.1 The commercial arrangements are described in the Agreement. This includes the price and rates payable for the Products and/or Services, the invoicing arrangement and payment term.
- 3.2 Supplier may increase prices and rates after the initial term of the Agreement, only once per year and with a maximum of 2%. The Supplier must notify DLL in writing at least three months prior to the effective date of such increase.
- 3.3 Should new prices and rates come into force between the time of ordering and the time of delivery then price reductions will in all cases apply for all ordered goods that have not yet been delivered. Price increases will not be carried out for ordered goods that have not yet been delivered.
- 3.4 Prices shall include delivery duty paid (DDP) within the meaning of the INCOTERMS® 2020 or its successor (location named by DLL). Unless otherwise agreed, the cost of proposals, samples, trial shipments and specimen materials shall be for the Supplier's account.
- 3.5 Any extra work may only be charged for if approved in writing by DLL beforehand.
- 3.6 Supplier may invoice from the date of acceptance of the Products and/or Services by

DLL. Invoices shall only be payable if the invoice correctly references the purchase order number (if any) and if it is in accordance with the Agreement.

- 3.7 Invoices shall be paid within thirty (30) days after the date of receipt, unless DLL has disputed the invoice in whole or in part. Payment of the invoice shall not be construed as an acknowledgment that the Products and/or Services are provided as agreed. The payment shall be in EUR (€), unless otherwise agreed in writing. Invoices shall contain all references as specified by DLL. DLL reserves the right to address any incorrect or missing reference and/or dispute any invoice prior to payment thereof.
- 3.8 In the event that DLL has failed, for whatever reason, to pay the invoice within thirty (30) days or fails to deliver or perform its obligations under the Agreement, Supplier shall not be entitled to suspend the performance of its obligations under the Agreement. Supplier shall inform DLL in writing that DLL has failed to pay the invoice. Compensation for the delayed payment shall not exceed the statutory interest rate as referred to in Article 6:119 of the Dutch Civil Code (*Burgerlijk Wetboek*).

4 SUB-CONTRACTING

- 4.1 Supplier is permitted to use sub-contractors in the delivery of the Products and/or Services subject to prior written consent of DLL.
- 4.2 To the extent Supplier has engaged a sub-contractor in accordance with article 4.1, Supplier shall impose its obligations under the Agreement on all such parties. Furthermore, Supplier ensures that any sub-contractor engaged or it intends to engage or any party and/or person acting on its behalf, shall comply with applicable law and any and all screening requirements of DLL resulting from applicable law and/or DLL policies and procedures. Supplier shall remain fully responsible and liable towards DLL for all acts and omissions of such parties and/or persons.
- 4.3 Supplier shall oversee the obligations that it has sub-contracted to ensure that all contractual obligations between Supplier and DLL are continuously met. Supplier shall notify DLL in writing without undue delay of any failure by the sub-contractor to fulfil any of its obligations. Upon DLL's request, Supplier will provide a current, accurate and complete list of sub-contractors without undue delay.

5 PRODUCTS AND/OR SERVICES AND DLL PREMISES

- 5.1 Supplier shall at all times provide the Products and/or Services with promptness, diligence and in a professional manner, in accordance with the practices and high professional standards as used in well-managed operations providing products and/or services similar to the Product and/or Services Supplier shall provide under the Agreement. Supplier warrants that it possesses all required permits, licenses, authorizations, consents or the like to provide the Products and/or Services. Supplier remains responsible for the daily management, maintenance and supervision of the Products and/or Services, however DLL is entitled to give instructions in respect of the Products and/or Services.
- 5.2 Supplier shall ensure that the Products and/or Services are provided with adequate expertise, integrity, knowledge, and at the time, place and in the way set down in the Agreement.
- 5.3 The Products and/or Services shall be provided on the premises of DLL in accordance with the Agreement. Supplier shall notify DLL in advance where any party and/or person acting on behalf of Supplier will start and on what times he/she shall provide the Products and/or Services on the premises of DLL. Supplier shall ensure that any such party and/or person shall always carry valid proof of identification, while on premises of DLL. DLL may deny access to its premises to any such party and/or person.
- 5.4 Supplier shall not interfere with the business of DLL, unless strictly necessary for the performance of its obligations under the Agreement or applicable law. Supplier shall notify DLL upfront if and to what extent the provision of Products and/or Services may cause any nuisance to DLL's premises and/or business. Supplier shall provide the Products and/or Services with due observance of any instructions issued by DLL.
- 5.5 Supplier shall deliver, unload and remove all materials and equipment necessary to provide the Products and/or Services on DLL's premises at its own risk. These materials

and equipment remain the responsibility of the Supplier, who shall remain responsible for the care, safety and storage thereof and shall remove such at the end of each visit and leave the premises in a clean, tidy and safe condition.

- 5.6 During the term of the Agreement, DLL shall have the right to utilize the Products and/or Services for the full extent of its business operations in all jurisdictions where DLL conducts business.

6 DELIVERY DATES, DELAY AND CANCELLATION

- 6.1 DLL may determine in its sole discretion which Products and/or Services are subject to signing an acceptance certificate. Such Products and/or Services shall meet the requirements set out in the acceptance certificate or the Agreement, if any. Title and risk to the Products and/or Services shall transfer to DLL upon signing such acceptance certificate.
- 6.2 In the event Supplier expects that it will fail to meet an agreed date of delivery or performance, Supplier shall immediately notify DLL in writing, stating the cause of the delay and its best estimate of the adjusted date of delivery or performance. Such notification shall not limit Supplier's liability under the Agreement.
- 6.3 DLL shall be authorized to cancel (*opzeggen*) any Agreement related to an event, training or course. In the event DLL cancels any of such less than fourteen (14) calendar days, but more than five (5) calendar days before the start of the planned event, training or course, DLL shall pay fifty percent (50%) of the agreed price to Supplier. In the event DLL cancels any of such five (5) calendar days before the start of the planned event, training or course, DLL shall pay one hundred percent (100%) of the agreed price to Supplier. DLL shall not be liable for any costs relating to the cancellation, including but not limited to travel costs and accommodation costs. Any cancellation provision included on the offer, invoice or other documentation of Supplier shall not be applicable.
- 6.4 Notwithstanding article 6.3, the following applies to all-in hospitality Agreements. DLL shall be authorized to cancel (*opzeggen*) all-in hospitality Agreements. In the event DLL cancels:
- 3 months or longer before the Supplier agreed to start providing the all-in hospitality services, DLL shall not be obliged to pay any compensation.
 - less than 3 months but more than 2 months before the Supplier agreed to start providing the all-in hospitality services, Supplier may require DLL to pay in total 15% of the reservation value;
 - 2 months or less before the Supplier agreed to start providing the all-in hospitality services, Supplier may require DLL to pay in total 35% of the reservation value;
 - 1 month or less before the Supplier agreed to start providing the all-in hospitality services, Supplier may require DLL to pay in total 60% of the reservation value;
 - 14 calendar days or less before the Supplier agreed to start providing the all-in hospitality services, Supplier may require DLL to pay in total 85% of the reservation value;
 - less than 7 calendar days before the Supplier agreed to start providing the all-in hospitality services, Supplier may require DLL to pay in total 100% of the reservation value.
- 6.5 Notwithstanding article 6.3, DLL may terminate (*ontbinden*) any Agreement related to the purchase of goods (*goederen*). DLL shall pay all costs relating to the preparation of the purchase made by Supplier until the moment of termination, unless a statutory or contractually agreed-upon reflection period is in effect, during which DLL may terminate the agreement without incurring any costs. Supplier shall provide open book calculation to support any claim under this article. Supplier shall refund DLL any prepaid invoice or amount within 30 calendar days after termination.
- 6.6 In the event DLL wishes to reschedule delivery of the Products and/or Services to a new date, Supplier and DLL shall reasonably cooperate to facilitate such request. Upon agreement of a new delivery date, DLL and Supplier may discuss reasonable compensation for (parts of) the costs made in relation to the rescheduling, unless a statutory or contractually agreed-upon reflection period is in effect, during which DLL may reschedule the delivery without incurring any costs.

-
- 6.7 The obligation(s) of DLL to pay Supplier after cancellation or a rescheduling as set out above does not apply (a) in the event of a *force majeure* event of DLL in accordance with article 19 and (b) if Supplier fails to meet an agreed date of delivery or performance.

7 LIABILITY FOR TAXES AND CONTRIBUTIONS

- 7.1 Supplier shall ensure that any applicable taxes, including but not limited to salaries tax, social insurance contributions and VAT that must be remitted by Supplier in connection with the performance of this Agreement are duly paid. Upon the first written request of DLL, Supplier shall provide adequate proof of such payments. Supplier indemnifies DLL for any claims and/or assessments of competent authorities imposing tax legislation and/or social insurance legislation regarding contributions.
- 7.2 If Supplier, or any party and/or person acting on behalf of Supplier has defaulted on such payments, or if DLL has reasonable doubts of such payments being made, DLL shall be authorized to either completely or partially suspend its obligation under the Agreement to pay, until the adequate proof of payments referred to in Article 7.1 has been obtained.
- 7.3 DLL shall be authorized, without being obliged to pay compensation to Supplier, to either wholly or partially terminate the Agreement with immediate effect and without legal intervention, if Supplier and/or anyone providing the Products and/or Services on behalf of Supplier has defaulted on the payments referred to in this article 7. .

8 COMPLIANCE

- 8.1 Supplier warrants that (i) it, its Products and its Services shall comply with all current and future applicable regulations, laws, DLL policies and procedures declared applicable by DLL, including in any event DLL's code of conduct in the performance of its obligations under this Agreement; and (ii) it shall possess all permits, licenses, authorizations, consents, exemptions and dispensations required for the performance of the Agreement or practice of its business. Supplier shall fully compensate DLL all damages (including penalties) that arise from a failure to comply with these requirements. If DLL requires any permit, license, authorization or consent for the production, delivery and/or use of the Products and/or Services, Supplier shall offer DLL all assistance to obtain such. If such permits, licenses, authorizations, consents, exemptions and/or dispensations are not obtained, DLL shall be authorized to terminate the Agreement in whole or in respect of one or more elements of the Products and/or Services with immediate effect.
- 8.2 Supplier warrants that it shall always enable DLL to comply with applicable law, specifically financial supervision and data protection regulations. This means, among other things, that Supplier shall furnish DLL with all necessary materials and comply with all the requirements imposed on the delivery of its Products and its Services to DLL as a financial institution.
- 8.3 Supplier warrants that Supplier and/or its directors and/or its employees and/or any party and/or person acting on behalf of Supplier will not offer, promise, or give any advantage of any kind to employees of DLL and/or third parties in order to obtain improper advantage. Supplier shall ensure that Supplier, its directors, employees and sub-contractors will comply with all applicable laws, regulations, codes and sanctions relating to (i) anti-bribery and anti-corruption (including, but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act), (ii) tax evasion and (iii) other financial crimes in any jurisdiction in connection with the performance of the Agreement and that it has put into place adequate preventative measures to ensure that employees, directors and sub-contractors comply with the applicable legislation.
- 8.4 Supplier shall inform DLL in writing of forthcoming relevant changes in regulations and/or laws applicable to the Products and/or Services. Unless agreed otherwise and upon the first request of DLL, the Products and/or Services shall be adjusted accordingly to comply with such regulations and/or laws.
- 8.5 Supplier shall notify DLL in writing of any developments or circumstances that have or may have an impact (i) on the ability of Supplier to provide the Products and/or Services, (ii) its obligations under the Agreement, or (iii) its compliance with applicable law.

-
- 8.6 Supplier shall make every effort to make sure that the Products and/or Services are provided by reliable employees that possess the required training, knowledge and experience. Supplier shall not use any party and/or person acting on behalf of Supplier for providing the Products and/or Services who have, or deemed to have, a (potential) conflict of interest with DLL and its business.
- 8.7 Supplier shall not involve an employee in the delivery of the Products and/or Services to DLL if the employee fills in additional functions that may lead to (the appearance of) a conflict of interest with tasks and responsibilities that are related to the activities for DLL. Supplier shall ensure that involved employees shall at all times report relevant additional functions to his/her contact person within DLL.
- 8.8 Supplier shall not use an employee for providing the Products and/or Services, if he knows or has reasons to suspect that this employee is insufficiently reliable for holding a position in DLL. DLL may screen Supplier, its sub-contractors and their employees with regard to integrity and reliability. Supplier shall fully cooperate in the relevant procedures regarding screening applicable within DLL and guarantees that the relevant employees have given their permission and shall cooperate in the screening.
- 8.9 Parties agree that they are both subject to imperative legislation, which entails that a resolution authority, appointed under the EU Bank Recovery and Resolution Directive (BRRD) and the EU Single Resolution Mechanism (SRMR) (implemented in the Netherlands in chapter 3A of the Wft) may take certain measures in relation to a bank. This can be a crisis prevention or management measure, (including any post-resolution business reorganization or restructuring. The legislation entails that these measures itself will make it not possible to exercise any termination rights, suspension or modification rights of a supplier of a bank. Such rights may be excluded or limited by the resolution authority, under the condition that payment and delivery obligations of the bank continue to be performed. Termination, suspension or modification rights of a supplier, arising by virtue of an event other than the crisis prevention or management measure will not be affected. Parties also agree that a resolution authority is authorized by law to suspend certain payment and delivery obligations of the bank or the right to enforce any security interest and that any associated termination rights of a supplier can be suspended for a limited number of business days. For more information about resolution and resolution planning we refer to the Single Resolution Board's website. (<https://srb.europa.eu/en/content/single-resolutionmechanism-srm>).

9 SUSTAINABILITY STATEMENT

- 9.1 Supplier shall at all times comply with the most recent version of DLL's sustainability statement, available on www.dllgroup.com/sustainability-statement.

10 CONFIDENTIALITY

- 10.1 Both parties recognize that the nature of the information they receive within the scope of the execution of this Agreement is strictly confidential. Parties shall in no manner whatsoever, directly or indirectly, orally or in writing or otherwise, reveal Confidential Information to third parties, other than after prior written permission of the other party.
- 10.2 The provisions of this article 10 do not apply to Confidential Information that:
- a) is or becomes public in any other way than as a result of an accountable failing of the receiving party with regard to the Agreement;
 - b) comes from a third party that does not have a requirement of confidentiality towards the revealing party with regard to this information;
 - c) is or has been developed or learned independently by the receiving party, without using the provided information and without accountable failing of the receiving party with regard to the Agreement;
 - d) the receiving party is obliged to provide in order to comply with any legal obligations or judicial claims, in accordance with this article 10.
- 10.3 With regard to any Confidential Information from a party that - in whatever form or on whatever data carrier whatsoever – is held by or has been provided to the other party, the receiving party shall be obliged:
- a) to observe all statutory required or appropriate technical, physical and

organizational measures for safe processing, keeping or storage. These measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the Confidential Information to be protected;

- b) to process or store the Confidential Information only at the locations mentioned in the Agreement and in accordance with the specific security requirements described in the Agreement;
- c) to use the Confidential Information only for the performance of this Agreement, and only on instructions from the disclosing party;
- d) not to process the Confidential Information any longer than is reasonably necessary for the performance of the agreed obligations and to return the Confidential Information in the original format to the disclosing party immediately after full compliance with the said obligations or, after permission has been granted, to destroy the Confidential Information, unless that party is required by law to retain the Confidential Information, in accordance with the arrangements in the Agreement. The receiving party may retain back-up copies generated in the ordinary course of its IT procedures, provided that such shall not be used and shall be treated Confidential Information indefinitely and in accordance with this article 10;
- e) to notify the disclosing party without undue delay, or at least within 24 hours after discovery, about any security incident (which includes unauthorized use of Confidential Information or any data breach as defined in the GDPR). In the event of a security incident, the receiving party is obliged to (i) take as soon as possible all necessary actions to rectify the security, (ii) keep the disclosing party informed about the situation via at least the contact details set out in article 22, (iii) provide to the disclosing party immediately all requested information and assistance required to settle the incident and (iv) provide all necessary assistance to the disclosing party to comply with the statutory obligation to report data breaches;
- f) to promptly notify the disclosing party about any legally binding request for disclosure of the Confidential Information by a competent authority or the start of a procedure to get access to Confidential Information by a competent authority, unless such notification is prohibited;
- g) to cooperate in the exercise of supervision by or on behalf of the disclosing party of storage and usage of Confidential Information.

10.4 Confidential Information shall remain the sole property of the disclosing party.

10.5 Parties can disclose Confidential Information to their employees insofar as this is necessary for the correct execution of the Agreement on a strictly need to know basis, and to a Regulator, external auditors and their insurers), provided that such employees are sufficiently reliable and are contractually or by law bound to respect the confidential nature of this information under terms at least equivalent to these of the Agreement.

11 PROCESSING OF (PERSONAL) DATA

11.1 All definitions in this Article 11 have the same meaning given in the GDPR and any applicable national regulations and/or laws enabling the application of GDPR.

11.2 If and to the extent Supplier processes or will process personal data in the capacity of data processor as defined in the GDPR, on behalf of DLL within the scope of the Agreement, Supplier shall agree to the data processing agreement as provided by DLL.

11.3 Supplier shall comply with applicable data protection laws, including without limitation GDPR (regardless of the capacity in which it acts under the GDPR), and any equivalent regulation or law in the United States or any other region in which Supplier and/or DLL operates in or in which the Products and/or Services are provided.

11.4 If and to the extent Supplier processes or will process personal data within the scope of this Agreement in the capacity of independent data controller as defined in the GDPR, Supplier warrants that it will take appropriate technical and organizational (security) measures to prevent accidental or unlawful destruction, loss, modification of personal data, unauthorized disclosure of – or access to – personal data and all other possible forms of unlawful processing of the personal data (including but not limited to unnecessary collection of personal data or processing beyond that which is necessary

for the execution of the Agreement. Supplier shall only use such personal data for the purpose of executing the Agreement. Supplier shall never retain personal data obtained from DLL (including its employees) longer than necessary for the performance of its obligations under the Agreement.

- 11.5 In respect of all matters relating to the processing of personal data, the parties shall cooperate in good faith and with the necessary diligence within the applicable time limits with each other, with data subjects and with Regulators.
- 11.6 Supplier shall not change the location(s) (country or region) where the Services will be provided and/or DLL Data will be kept and processed, as set out in the Agreement, without DLL's prior written consent and shall notify DLL in advance if it envisages changing such location.
- 11.7 DLL holds all ownership rights in DLL Data and may at all times access DLL Data, including during any insolvency, resolution or discontinuation of Supplier. Supplier shall upon DLL's first written notice promptly (i) cease use of any DLL Data specified in such notice, (ii) transfer to DLL all DLL Data specified in such notice in an easily accessible format, and (iii) remove all DLL Data specified in such notice from its computer hardware and storage media. Supplier shall certify in writing to DLL that it and its sub-contractors have complied with this obligation.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 Anything created or developed in the context of the Agreement and/or for the benefit of DLL or the result from it, shall be or become the property of DLL, to the extent legally permissible. Upon the first written request of DLL, Supplier shall take all necessary actions and provide all necessary assistance to assign and/or transfer the Intellectual Property Rights to which DLL is not already entitled, to DLL, including but not limited to the execution of all reasonably necessary documents to perfect such transfer or to confirm such assignment and transfer. Supplier represents and warrants that it has the right to assign and transfer such Intellectual Property Rights to DLL and that no other party or individual has any options, security interests, charges, licenses, liens or other rights related thereto.
- 12.2 Insofar any Intellectual Property Rights are not transferable by their nature, Supplier shall grant DLL an exclusive, sub-licensable, perpetual, worldwide, irrevocable, transferable, royalty-free license to use such intellectual property as per the date the other Intellectual Property Rights are transferred and/or assigned.
- 12.3 Supplier shall remain the owner of any pre-existing Intellectual Property Rights of Supplier or its licensors that have not been developed for DLL.
- 12.4 To the extent any Supplier Intellectual Property Rights is incorporated in the Products and/or Services, Supplier grants DLL a non-exclusive, sub-licensable, unrestricted, perpetual, transferable, royalty-free, irrevocable, worldwide license to use the Products and/or Services as contemplated by the Agreement.
- 12.5 DLL or its licensors shall remain the owner of any Intellectual Property Rights in documents, documentation, software and data of DLL, which is or has been provided to Supplier under the Agreement. Supplier shall return such documents, documentation, software and data to DLL upon the first request of DLL or its licensors. Without prior written consent of DLL, Supplier shall not copy, reproduce, modify, enhance, decompile, create derivative works or distribute such documents, documentation and data, or remove any Intellectual Property Rights of DLL from such documents, documentation, software and data.
- 12.6 Without prior written consent of DLL, Supplier shall not use trademarks, trade names or logos of DLL. Supplier shall comply with any conditions and instructions provided together with any given consent by DLL.

13 INFRINGEMENT INDEMNITY

- 13.1 Supplier warrants that the Products and/or Services and the use thereof do not violate any Intellectual Property Rights or other rights of third parties and are not unlawful towards third parties in any other way.
- 13.2 In any procedure brought against DLL on account of an alleged violation by Products

and/or Services of third party rights, DLL shall conduct the defense at Supplier's cost and expense. At the first written request of DLL, Supplier shall fully cooperate and assist and provide for all available information to DLL to conduct the defense and to execute all necessary powers.

- 13.3 Supplier shall not take any action which could be detrimental to DLL's interest and/or business in relation to a breach of the warranty set out in Article 13.1.
- 13.4 Supplier shall indemnify and hold harmless DLL from and against any and all damages suffered, costs and expenses (including reasonable attorneys' fees) incurred as a result of any breach of the warranty set out in Article 13.1.
- 13.5 In the event of a breach or suspected breach of the warranty set out in Article 13.1, Supplier shall promptly and at its own cost and expense, either (i) procure that DLL and/or any third party can continue to use the Products and/or Services; or (ii) replace the infringing Products and/or Services with non-infringing Products and/or Services of equivalent function and performance; or (iii) modify such infringing Products and/or Services so that they become non-infringing Products and/or Services of equivalent function and performance.

14 **USAGE OF ARTIFICIAL INTELLIGENCE**

- 14.1 Supplier warrants that, prior to the execution of the Agreement and where applicable, it has adequately disclosed to DLL any use of any AI system (as defined in Regulation (EU) 2024/1689, hereinafter: "AI") in any of the Products and/or Services (including software) delivered to DLL. Supplier acknowledges that this information may be a determining factor for DLL in deciding whether to enter into this Agreement.
- 14.2 In case of any intended use by the Supplier of AI in any Products and/or Services (including software) that already have been purchased by DLL, Supplier will notify DLL upfront in writing subject to a notice period of two (2) months. Supplier shall not use AI in any of the Products and/or Services (including software) delivered to DLL without explicit upfront written prior approval of DLL. DLL reserves the right to refuse the use of AI or impose additional conditions on its approval, including but not limited to the requirement that supplementary written agreements be established for the deployment of AI in the Products and/or Services.
- 14.3 Upon request by DLL, Supplier shall facilitate and support DLL in gaining a comprehensive understanding of the capabilities and limitations of the AI. Supplier will transparently provide all necessary information for this purpose prior to a commissioning decision. Supplier shall support DLL where reasonably requested in accordance with applicable law. Supplier shall provide DLL with a reasonable period to assess and (if approved) prepare for any implementation of the AI.
- 14.4 Upon request of DLL, Supplier provides materials and/or trainings to ensure the required AI literacy level to use the AI is ensured by DLL. Under no circumstances shall the Supplier mandate that DLL incorporates AI functionalities into its usage of the Products and/or Services (including software).

15 **WARRANTY**

- 15.1 Supplier warrants that the Products and/or Services (i) will be in accordance with the specifications set out in the Agreement; (ii) are and will be free from defects, deficiencies and non-conformities in design, materials and workmanship; and (iii) are fit for purpose.
- 15.2 Supplier warrants that it has satisfied itself with all risks, contingencies and circumstances concerning the provision of the Products and/or Services to fulfill all obligations arising out of or in connection with the Agreement.
- 15.3 Supplier warrants that any updates of the Products and/or Services will not have an adverse effect on the overall performance or functioning of the Products and/or Services or render it incompatible with previous versions.
- 15.4 Supplier warrants that delivered software (or any software used by Supplier for providing the Products and/or Services) in relation to the Products and/or Services shall not contain malware, ransomware, program code, programming instructions, or any other materials or instructions that are constructed with the ability to damage, interfere with or otherwise

-
- adversely affect any computer software.
- 15.5 The warranty period for the Products and/or Services shall be as stated in the Agreement. If nothing is stated in the Agreement, the guarantee period shall be for the term of the Agreement but in any event with a minimum of two (2) years as from the date of acceptance of the Products and/or Services by DLL. Any warranty period shall also be applicable to replaced or repaired Products and/or Services.
- 15.6 Products and/or Services delivered or performed under the Agreement may be rejected by DLL and/or returned to Supplier's risk and expense in case of a breach of the warranties set out in this article 15. In such event and at the first written request of DLL, Supplier shall promptly and at its own cost and expense (i) repair the Products; (ii) replace the Products with new Products; and/or (iii) re-perform the Services so that they shall be compliant with the Agreement.

16 TERMINATION OF THE AGREEMENT

- 16.1 Regardless of the available termination rights of either DLL or Supplier under applicable law, DLL may terminate the Agreement in whole or part with immediate effect and cost-free by written notice to Supplier in the following events:
- (i) a change of control in Supplier;
 - (ii) a split, merger or sale of (substantially) all of the assets or shares of Supplier;
 - (iii) a Material Breach;
 - (iv) Supplier, or one of its Affiliates may cause harm to the reputation or integrity of DLL, as determined by DLL within its sole discretion, if DLL would – despite the occurrence or circumstance – continue the relationship with Supplier;
 - (v) a request for suspension of payments or bankruptcy has been issued or has been granted;
 - (vi) instructions are given by DLL's Regulator to terminate the Agreement;
 - (vii) Supplier and/or any of its Affiliates, shareholders or any party or person on its behalf is listed on, or engaging in activities with parties and/or persons listed on a sanctions list or is otherwise subject of any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures that would prohibit the relevant transaction.
- 16.2 DLL may terminate the Agreement in whole or in part in respect of one or more elements of the Products and/or Services for convenience, by giving at least three (3) months' notice to Supplier.
- 16.3 If the Products and/or Services qualify as an outsourcing as referred to in the EBA guidelines on outsourcing arrangements of 25 February 2019 (EBA/GL/2019/02) or an ICT service as referred to in Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 ('DORA'), article 16.1 is expanded with the following events:
- (viii) where circumstances and/or impediments deemed capable of altering the performance of the Agreement and/or the situation of Supplier are identified;
 - (ix) where there are material changes affecting the Agreement or Supplier (e.g. sub-contracting or changes of sub-contractors);
 - (x) where there are weaknesses regarding the management and security of Confidential Information or if evidenced weaknesses are found pertaining to Supplier's overall ICT risk management and in particular in the way Supplier ensures the availability, authenticity, integrity and confidentiality of Confidential Information;
 - (xi) where instructions are given by a Regulator, e.g. in the case that the Regulator is, caused by the Agreement or circumstances related thereto, no longer in a position to effectively supervise DLL;
 - (xii) Supplier does not comply with clause 4 (*Sub-Contracting*) above when sub-contracting any part of the Products and/or Services, or making any material changes thereof, or the sub-contracting materially increases the risk for DLL.

-
- 16.4 The termination of the Agreement does not relieve DLL or Supplier from its obligations under the Agreement, which by their (subject) nature shall survive termination, including but not limited to provisions regarding liability for taxes and contributions (article 7), compliance (article 8), confidentiality (article 10), processing of (personal) data (article 11), intellectual property rights (article 12), infringement indemnity (article 13), warranty (article 15), non-solicitation of employees (article 19), governing law and competent court (article 24).

17 INSURANCE

- 17.1 Supplier shall maintain insurance policies, which cover the risks under the Agreement and are on terms that are reasonably adequate and customary in the industry in which Supplier is active in and in the country where DLL or any of its Affiliates is registered as a company.

18 AUDIT AND SUPERVISION

- 18.1 DLL and DLL's Auditors (as defined below) shall have the unrestricted right to perform audits to ensure compliance with applicable law and to monitor whether the delivery of the Products and/or Services by Supplier fully complies with the Agreement. Unless DLL considers that this is not possible due to an emergency or crisis situation or would lead to a situation where the audit would no longer be effective, DLL shall, on reasonable notice, notify Supplier of the Regulators and DLL's internal and external auditors (collectively, "DLL's Auditors") who require access for audit, information or monitoring purposes. Supplier shall allow DLL and DLL's Auditors full access to its sites (e.g. head offices and operation centers), its external auditor's sites, the relevant records and supporting documents, the relevant Supplier personnel and systems and facilities at the sites, at all reasonable times during (and, in an emergency, outside) normal working hours to perform the audit. The effective exercise of the aforementioned rights of DLL shall not be impeded or limited by other contractual arrangements or implementation policies.
- 18.2 Supplier shall fully cooperate and procure that any party and/or person acting on behalf of Supplier shall cooperate with such audits and shall provide all requested information required by DLL or DLL's Auditors. Supplier ensures that all information provided shall at all times be accurate and complete.
- 18.3 DLL shall use reasonable efforts to avoid causing any (i) damage or injury to Supplier's employees, or (ii) disruption to the Products and/or Services managed or administered from Supplier's premises, or the business of Supplier or its Affiliates.
- 18.4 Any costs made by Supplier to comply with this Article 18 shall be deemed to be included in the charges for the Products and/or Services under the Agreement.
- 18.5 Supplier shall immediately inform DLL in writing if a Regulator requests access to premises or information for an audit relating to DLL or the Products and/or Services provided to DLL.
- 18.6 If DLL decides within its discretion that a third party assurance is required to be submitted under the Agreement, Supplier shall periodically submit such upon the first request of DLL and in accordance with the instructions given by DLL, unless otherwise agreed in the Agreement.
- 18.7 Should the outcome of an audit indicate that the Supplier's processes do not comply with the agreed standards, Supplier will submit an improvement plan to DLL within three months. This improvement plan will be discussed with DLL and Supplier will execute the improvement plan without undue delay. The improvement plan must describe measures for remedying the objections found. The costs for executing the improvement plan will be borne by Supplier. The provisions of this article do not affect DLL's other rights.

19 NON-SOLICITATION OF EMPLOYEES

- 19.1 Without prior written consent and for the term of the Agreement and for a period of six (6) months after termination of the Agreement, Supplier shall not directly or indirectly solicit or seek to influence, induce or attempt to induce any person employed by DLL or its

-
- Affiliates for the purposes of employment.
- 19.2 Notwithstanding the foregoing, Supplier shall be permitted to offer employment to any person employed by DLL in the event that such person independently applies to an employment opportunity transmitted to the public.
- 20 FORCE MAJEURE**
- 20.1 If either party is prevented from performing any of its obligations under the Agreement by an event outside of its reasonable control ('*force majeure*'), compliance with the relevant and related obligation(s) is entirely or partly suspended for the duration of such a force majeure, without parties being mutually obliged to pay any relevant compensation, unless otherwise set out in the Agreement. Parties may only mutually refer to such force majeure if the relevant party, as soon as possible after the start of the force majeure and submitting the necessary evidence, notifies the other party in writing of such a plea of force majeure.
- 20.2 Force majeure shall be limited to acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, sabotage and government restrictions.
- 21 EXIT AND TRANSFER SERVICES**
- 21.1 In the event of termination, dissolution or transfer of the Agreement or rights and obligations under the Agreement for whatever reason, Supplier shall support on request of DLL the orderly, gradual and correct transfer of the service to (i) DLL, ii) an Affiliate, or (iii) a third party to be assigned by DLL during a transition period. Focus shall be on service continuity.
- 21.2 The duration of the transition period shall be determined by DLL after consultation with Supplier. Unless agreed otherwise, the transition period shall be a maximum of 12 months from the date of termination, dissolution or transfer of the Agreement. In the case of a termination, dissolution or transfer because of a resolution event (including a post-resolution business reorganization or restructuring) this term shall be a maximum of 24 months. During the transition period, even after the Agreement has been terminated or dissolved or transferred, all rights and obligations of parties under the Agreement shall remain in force insofar necessary for a gradual and correct transfer of the service. Supplier shall be authorized to charge its activities in accordance with the Agreement.
- 21.3 Within the scope of the cooperation described in the previous paragraph, Supplier shall provide the assistance that may in fairness be expected. This assistance to be provided shall at least include:
- a) the transfer of the data files used for or constructed during the performance of the Services;
 - b) making available the required information for realising an (either or not temporary) interface between the computer system (hardware including system and processing software that is used for the benefit of service) of Supplier and any new or other system to be used by DLL;
 - c) the transfer of other information relevant for the correct implementation of the Services;
 - d) providing the reasonable instructions to third parties assigned by DLL.
- 22 NOTICES**
- 22.1 Any notice provided by Supplier or DLL under the Agreement shall be sent via email (procurement@dllgroup.com with a copy to group_legal@dllgroup.com) requesting confirmation of receipt, with a hard copy of the notice sent via internationally recognized overnight courier to the other at its address as set forth in the Agreement.
- 22.2 Notwithstanding article 22.1, any notice provided by Supplier to DLL regarding a security incident shall also be sent via email to soc@dllgroup.com and it.servicedesk@dllgroup.com requesting confirmation of receipt. Supplier shall simultaneously also directly call DLL Corporate IT service desk (EMEA: +31402339050; Americas: +16103863333; AsiaPac: +61291135050 during weekdays (Mo - Fri). During weekends, Supplier shall call +31402339077, select Option 9).

-
- 22.3 Notwithstanding article 22.1 and 22.2, any notice provided by Supplier to DLL regarding an incident related to personal data, shall also be sent via email to privacyoffice@dllgroup.com.

23 MISCELLANEOUS

- 23.1 Supplier and DLL shall not assign the Agreement or any right or obligations pursuant thereto without the prior written consent of the other. Notwithstanding the foregoing, DLL may assign the Agreement in part or in whole at its discretion to one of its Affiliates without prior written consent of Supplier.
- 23.2 The failure by Supplier or DLL to enforce any provisions of the Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.
- 23.3 The Agreement sets out the entire agreement and understanding between Supplier and DLL in connection with the provision in the Products and/or Services.
- 23.4 Each of Supplier and DLL shall pay their own costs, charges and other expenses incurred in connection with the negotiation, preparation, execution and completion of the Agreement.
- 23.5 No provision of the Agreement creates a partnership between Supplier and DLL. Neither DLL nor Supplier shall be an agent to the other and neither party is authorized to bind, to contract in the name of, or to create liability for the other in any way or for any purpose.

24 GOVERNING LAW AND COMPETENT COURT

- 24.1 Legal acts and the Agreement shall be solely governed by Dutch law with the express exclusion of the rules of private international law such as the UN Convention on Contracts for the International Sales of Goods (CISG). Any dispute shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.