

**Nexio Projects NL B.V.**

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## Terms & Conditions

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### 1. Definitions

In these terms and conditions, the following terms shall have the meanings assigned to them below:

**Affiliated Persons:** All Persons working or who have worked for or with Nexio, including but not limited to current and former employees and directors.

**Agreement:** Any agreement between the Parties obligating Nexio to provide services to the Client or to perform any other work for the Client, including any amendments or supplements thereto, as well as all factual and legal acts in preparation and execution of such agreement, including proposals from Nexio.

**Client:** The Person with whom Nexio has entered into an Agreement or is negotiating to this effect.

**Confidential Information:** Any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") under the Agreement, regardless of the form. Confidential Information excludes information that (i) is or becomes public knowledge without breach of the Agreement; (ii) was lawfully in the possession of the Receiving Party prior to disclosure; (iii) is independently developed by the Receiving Party; or (iv) is lawfully obtained from a third party without any obligation of confidentiality.

**Nexio:** The private limited liability company Nexio Projects NL B.V., having its registered office in Rotterdam, the Netherlands, Chamber of Commerce number 73779474, including its legal successors and affiliated companies.

**Party:** Either Nexio or the Client.

<b>Parties:</b>	Nexio and the Client collectively.
<b>Person:</b>	Any natural or legal person or partnership without legal personality.
<b>Work Product:</b>	Any documents, products, or materials developed by Nexio for the Client in connection with services provided under the Agreement.

## **2. General**

- a. These terms and conditions apply to all Agreements, with the express exclusion of the Client's terms and conditions.
- b. Deviations from these terms and conditions shall only be binding if explicitly agreed upon in writing.
- c. All provisions of these terms and conditions have been laid down not only for Nexio, but also for the following Persons, who may invoke this third-party clause at any time: (i) the Affiliated Persons, (ii) all Persons engaged by Nexio in the performance of an Agreement, and (iii) all Persons for whose acts or omissions Nexio could be liable.
- d. If any provision of these terms and conditions or the Agreement is declared null and void or is annulled, the remaining provisions shall remain in full effect. The void or annulled provisions shall be replaced by valid provisions that align as closely as possible with the original intent and purpose of these terms and conditions and the Agreement.
- e. Nexio reserves the right to amend these terms and conditions at any time. The Client shall be deemed to have accepted such amendments if no objections are raised within 14 days after receipt of the amended terms and conditions.

## **3. Proposals and agreements**

- a. All proposals issued by Nexio are without obligation. Nexio reserves the right to withdraw a proposal within 3 working days after receiving the Client's acceptance.
- b. An Agreement shall be deemed concluded when: (i) three working days have lapsed since Nexio received the Client's acceptance without withdrawal of the proposal by Nexio; (ii) Nexio confirms the Agreement in writing; or (iii) Nexio begins execution of the Agreement.
- c. All assignments for services are accepted and performed exclusively by Nexio, even if explicitly or implicitly intended to be carried out by specific Affiliated Persons. The applicability of deviating legal provisions is expressly excluded.
- d. Nexio may engage third parties in the performance of an Agreement under the terms stipulated by such third parties. Nexio may accept such terms, including any limitation of liability, on behalf of the Client.
- e. If Nexio enters into an Agreement with two or more Clients, the Clients shall be jointly and severally liable to Nexio for all obligations arising under the Agreement.

- f. The Client may not transfer any Agreement, rights, or obligations under the Agreement, in whole or in part, without Nexio's prior written consent. In addition to its effect under the law of obligations, this prohibition shall also have effect under property law.

#### **4. Prices, fees and expenses**

- a. Prices and fees set or agreed upon by Nexio are exclusive of VAT, any non-Dutch taxes, and other withholding taxes or government fees, unless expressly stated otherwise.
- b. Nexio reserves the right to adjust its rates annually based on the price index for professional services published by Statistics Netherlands.
- c. Unless otherwise agreed in writing, the Client shall reimburse Nexio for all expenses incurred in connection with the performance of the Agreement, including but not limited to travel, accommodation, and meal expenses.

#### **5. Nexio's obligations**

- a. Nexio shall perform all services to the best of its knowledge and ability. Nexio shall be bound by a best-efforts obligation in relation to the services.
- b. Nexio shall not assume any management functions for the Client. This includes but is not limited to: (i) making decisions on behalf of the Client; (ii) supervising or directing the Client's employees or contractors; (iii) implementing or executing the Client's business strategies or plans. The Client remains solely responsible for all management decisions and actions.
- c. Recommendations and advice provided by Nexio are strictly advisory in nature. The Client retains full discretion to accept or reject Nexio's recommendations. Nexio makes no guarantees that third parties (e.g., auditors, regulators, or rating agencies) will accept or agree with the advice provided.

#### **6. Execution of the Agreement**

- a. Nexio will endeavour to complete the project within the timeline specified in the Agreement or proposal. If either Party anticipates delays, it shall notify the other Party promptly in writing. A revised timeline (the "Extension") will be established in good faith, not exceeding 14 days unless due to force majeure. The Client may incur additional fees of €185 per hour if it fails to provide required documents within 14 days of the agreed timeline, except in cases of force majeure.
- b. Delivery timelines will be extended proportionally for delays caused by force majeure.
- c. The Client must facilitate Nexio's performance of its obligations without undue restrictions. This includes timely provision of documents, reports, and technical or functional specifications necessary for Nexio's work.
- d. If work is performed on-site, the Client shall ensure a safe and accessible working environment that complies with applicable regulations. This includes providing adequate supervision, lighting, electricity, and power outlets, at the Client's expense

and risk.

- e. Nexio and its service providers will comply with the Client's safety and confidentiality policies.
- f. The agreed prices and fees are based on the scope of work outlined in the Agreement or proposal. Any additional work requested by the Client outside this scope ("out-of-scope work"), including changes to specifications, deliverables, or requirements, will only be performed after the Client has been informed in writing of the additional costs and has agreed to proceed.

## **7. Force Majeure**

- a. Both Parties may invoke force majeure if the performance of the Agreement is temporarily or permanently hindered by circumstances beyond their reasonable control. Examples include, but are not limited to, site blockades, strikes, specific work stoppages, lockouts, delays caused by third parties not attributable to either Party, accidents, or business interruptions.
- b. During a force majeure event, the Parties' respective obligations under the Agreement shall be suspended. If the force majeure event lasts longer than 2 months, either Party may terminate the affected portions of the Agreement via written notice without liability for damage.
- c. If Nexio has partially performed its obligations prior to or during the force majeure event, it shall be entitled to payment for the proportionate part of the agreed price corresponding to the services already provided.

## **8. Termination**

- a. Without limiting the provisions of paragraph (b) of clause 7 and this clause 8, a Party may not terminate the Agreement before the end of its initial term or the end of an additional term.
- b. Either Party may terminate the Agreement, in whole or in part, with immediate effect by written notice and without requiring a notice of default or court order, if the other Party: (i) is declared bankrupt; (ii) liquidates its business; (iii) is placed under guardianship or passes away; (iv) fails to meet statutory or material contractual obligations within 14 days after receiving written notice to rectify such failure; (v) violates any applicable Anti-Bribery Law; (vi) engages in child labour as defined by the ILO's Minimum Age Convention; or (vii) participates in greenwashing, defined as misleading or deceptive marketing regarding environmental attributes of products or services. This termination right is without prejudice to any other rights of the terminating Party.
- c. Each Party must immediately notify the other Party in writing if any of the circumstances listed in paragraph (b) of this clause 8 occur. If such a circumstance arises at the Client, the Client must promptly pay all amounts owed to Nexio and fully reimburse any expenses incurred by Nexio in connection with the performance of the Agreement prior to termination. If the Parties cannot agree on the payments owed,

the matter will be referred to an expert appointed by the Royal Netherlands Institute of Chartered Accountants (Koninklijke Nederlandse Beroepsorganisatie van Accountants). The expert's decision shall be binding.

## **9. Payment and security**

- a. Payments on invoices issued by Nexio must be made to the bank account specified therein within 28 days of the invoice date, or as otherwise agreed in writing, without any deductions, suspensions, or set-offs.
- b. Any complaints regarding invoices must be submitted to Nexio in writing within 14 days of the invoice date. Failure to do so will result in the Client being deemed to have fully accepted the invoice.
- c. Nexio is entitled to demand advance payments or require security at any time prior to or during the provision of services to ensure the Client's compliance with its payment obligations.

## **10. Complaints**

- a. Complaints regarding the services provided must be submitted to Nexio in writing within 60 days of the date the Client became aware of the error or shortcoming. Failure to do so will result in forfeiture of any rights related to such complaints, unless the Client demonstrates that the error or shortcoming could not reasonably have been discovered earlier. In such cases, notification must occur within 60 days of its discovery.
- b. Complaints as referred to in paragraph (a) shall not suspend the Client's obligation to make payments. The Client may not defer or withhold payments for unrelated services based on a complaint regarding a specific service.
- c. If a legitimate and timely complaint is submitted, Nexio shall after consultation with the Client adjust the price or fee charged, terminate the Agreement (or remaining services) with a proportionate refund of any amounts already paid for the affected services, or choose another remedy. Nexio shall have no other obligation or liability.

## **11. Confidentiality**

- a. Confidential Information shall only be used within the context of the business relationship between the Parties, unless prior written consent is provided by an authorized representative of the Disclosing Party.
- b. The Client may use Work Product provided by Nexio solely for internal purposes within its organization.
- c. The Agreement does not grant any additional rights or licenses to either Party concerning Confidential Information, except as explicitly provided herein.
- d. Nexio, its affiliates, and service providers shall maintain strict confidentiality regarding all Client-related information. Confidential Information may be shared with trusted partners bound by equivalent confidentiality obligations, but only when necessary for the performance of the Agreement.

- e. If a Party is legally required to disclose Confidential Information, it shall promptly inform the other Party in writing, unless prohibited by law. The Disclosing Party shall not be liable for damage resulting from such legally required disclosures. The non-disclosing Party may not terminate the Agreement solely due to such disclosure.
- f. The Client grants Nexio the right to use its logo and company name for marketing purposes, unless the Client objects in writing.
- g. The confidentiality obligations under this Agreement shall remain in effect for five years after the termination of the Agreement.

## **12. Intellectual property**

- a. All copyrights and other intellectual property rights related to the Work Product are exclusively vested in Nexio. The Client is prohibited from reproducing, publishing, or using the Work Product for commercial purposes, whether independently or involving third parties, without Nexio's prior written consent. This prohibition remains applicable even if the Agreement is terminated prematurely. For the avoidance of doubt, the Client is entitled to use the Work Product internally within its organisation.
- b. Unless otherwise agreed in writing, neither Party shall create photographs, films, or video recordings of the brands, presentations, or documentation related to the other Party.

## **13. Liability and indemnification**

- a. If the provision of services gives rise to liability, only Nexio may be held liable. Liability of Affiliated Persons is explicitly excluded. The Client irrevocably waives all claims against Affiliated Persons on any grounds whatsoever.
- b. The total liability of Nexio, on any grounds, shall be limited to the net invoice value of the relevant services (exclusive of VAT and other taxes or levies), subject to a maximum of EUR 50,000.00
- c. Nexio's liability shall be limited to compensation for damage to persons or property. Nexio shall not be liable for other damage, including but not limited to indirect damage, consequential damage, and loss of profit.
- d. Nexio shall not be liable for damage resulting from errors caused by incorrect or incomplete information provided by the Client or third parties.
- e. Nexio shall not be liable for failures or errors by third parties engaged in the performance of the Agreement.
- f. Any claim for compensation must be reported to Nexio in writing immediately, and no later than 14 days after the Client becomes aware, or reasonably should have become aware, of the damage.
- g. Legal proceedings must be initiated within 1 year of timely notification of the damage, failing which all claims shall lapse.
- h. The Client shall indemnify Nexio against all third-party claims related to services provided or to be provided by Nexio and shall reimburse Nexio for reasonable costs incurred in defending against such claims.

- i. Nexio will not invoke limitations of liability, nor will the Client be required to indemnify Nexio, if the damage directly results from intent or deliberate recklessness by Nexio or its managing subordinates.
- j. These provisions do not apply to the extent mandatory law provides otherwise.

#### **14. Disputes**

Any disputes that may arise between the Parties as a result of or in connection with an Agreement and/or these terms and conditions shall be submitted to the exclusive jurisdiction of the District Court of Rotterdam. However, Nexio retains the right to submit disputes to any other competent court.