

General Terms and Conditions for Customers of the Infinite Group

1. Definitions

- 1.1. The following terms shall have meaning as set forth below:

Agreement: the agreement between IG and Customer, whether in writing or not, including its appendices and these terms and conditions.

Customer: contracting party of IG, either acting as a natural person, a self-employed person or a legal person.

Confidential Information: any information disclosed by a party that: (a) is conspicuously designated as "confidential" or "proprietary" or would reasonably be regarded as being of a confidential nature, or (b) if provided orally or visually, is identified as confidential at the time of disclosure, or would reasonably be regarded as being of a confidential nature.

IG: shall mean one of the following of the companies of the Infinite Group: Ynvolve B.V., Global Systems and Software B.V. and/or Exellyn B.V., as indicated in the Agreement.

Order: the acceptance of an offer of IG.

Products: the products and services provided by IG including, as the case may be: the buying, selling and delivering goods (hardware); consulting (professional) services; worldwide on-site IT infrastructure installations; maintenance service; support on software and hardware; development and sale of software; data migration and data center move; other information technology services, as agreed with Customer in the Agreement.

2. General

- 2.1. The provisions and conditions of these general terms and conditions are applicable to every offer, quotation, Agreement or Order between IG and Customer, unless the parties have explicitly agreed otherwise in writing.
- 2.2. Any terms and conditions of Customer are rejected and deemed not applicable to these general terms and conditions.
- 2.3. If any provision of these general terms and conditions is void or annulled, the other provisions of these general terms and conditions shall remain in full force. The provision held to be void, invalid or unenforceable shall be replaced with a provision

to be agreed upon that is closest to the purpose of the invalid provision.

3. Offers and Agreements

- 3.1. Unless agreed otherwise in writing, all offers and other statements by IG are valid for a period of seven (7) days and free of obligation.
- 3.2. An Agreement is concluded after confirmation in writing by IG. If the Customer has agreed and IG has started to conduct the assignment, an Agreement is concluded as well.
- 3.3. The Agreement is applicable and binding for Customer and all its affiliated companies (including group companies and subsidiaries). Customer warrants it is authorized to impose the terms and conditions of the Agreement on its affiliated companies. If an Order is placed by an affiliated company, any reference to "Customer" should be deemed to also refer to the affiliated company.
- 3.4. Offers do not automatically apply for continuous assignments or additional Orders or Agreements.
- 3.5. Customer guarantees ("*garandeert*") that it has not withheld information that must reasonably be considered relevant for the Agreement and IG.

4. Execution

- 4.1. IG may have third parties perform (parts of) the implementation of the Agreement.
- 4.2. At IG's request, Customer will timely deliver all data and information that is necessary to implement and execute the Agreement.
- 4.3. If the information mentioned in clause 4.2 is not provided in due course, this may have consequences for the timing and could result in additional costs, provided that such costs will be notified to Customer in advance.

5. Prices and taxes

- 5.1. Unless indicated otherwise in writing, all prices presented by IG are excluding VAT and other taxes, levies, duties, and costs.

6. Payment

- 6.1. Payment shall be received no later than 30 days as of the date of the invoice, unless agreed otherwise in writing.
- 6.2. All amounts payable to IG hereunder shall be paid in Euro's (€), unless agreed otherwise, to a bank

account designated by IG. Payment costs are for the account of Customer.

- 6.3. Customer does not have the right to (partially) set off, withhold or make any deduction from any payment due to IG.
- 6.4. IG may invoice the total amount due in whole or in installments.
- 6.5. If an Order is placed by an affiliated company and the affiliated company does not meet its payment obligations, Customer is jointly and severable liable for the payment of all outstanding invoices and costs.
- 6.6. In case of liquidation, bankruptcy, seizure or moratorium of Customer, all outstanding claims on Customer are immediately due.

7. Delivery

- 7.1. Delivery times and terms in offers and/or agreements of IG are indicative and are never a definitive time or term. IG is not in default, in case of exceeding a delivery time or not respecting a business term, unless agreed otherwise in writing.
- 7.2. In case of late or exceeded delivery times and/or terms by IG, Customer is not entitled to termination of the Order or to any compensation.

8. Suspension and rescindment

- 8.1. IG has the right to rescind ("*ontbinden*") or to suspend ("*opschorten*") the Agreement of an Order, without notice and without judicial intervention, in any of the following case: (a) if Customer does not timely pay to IG any amounts due and IG has sent a notice to Customer; or (b) if Customer (intends to) liquidate, files for (temporary) suspension of payments, files for bankruptcy, is declared bankrupt or in case of a seizure of material assets of Customer.
- 8.2. In these cases, Customer directly owes IG, without the necessity of further notice, all outstanding receivables.
- 8.3. In case of rescission of this Agreement, Customer immediately loses the right to use the Products, insofar Customer has not paid all the amounts due in relation to the Products.
- 8.4. The provisions of this clause shall not affect the right of IG to claim performance, rescission, or damages in any way.

9. Liability, warranty

- 9.1. Neither party limits its liability for: i) death or personal injury caused by its negligence, or that of its employees, agents or subcontractors (as

applicable); ii) intent ("*opzet*") or willful recklessness ("*bewuste roekeloosheid*") by it or its employees; or iii) fraud or fraudulent misrepresentation by it or its employees.

- 9.2. IG's total aggregate liability for claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement is limited to the lower of (a) two times the value of the Order that led to the liability or (b) the amount actually covered under IG's relevant insurance policy.
- 9.3. For any right to claim to exist, Customer is obliged to notify IG of its alleged claim within thirty (30) days it has, or should have reasonably become, aware of the claim. In case of delivery of Products, the thirty (30) day period starts at the moment of delivery.
- 9.4. Neither party is liable for any indirect or consequential loss or damage, such as, but not limited to, any loss of profits, turnover, business opportunities or damage to goodwill, loss of use, loss or corruption of data, lost time, lost savings, lost data, lost confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, including of good faith or of reasonable care, negligence, lost fees, or expenses of any kind and for any other pecuniary or other loss whatsoever, or any indirect, incidental, special, exemplary, punitive or consequential damages, whether under tort, contract or other theories of recovery, even if IG had been advised of the possibility of such damages.
- 9.5. IG is not liable for any damages due to any hindrance in customs procedures, customs clearance, any other administrative governmental procedures or by acts, events, omissions or accidents beyond its reasonable control, provided that Customer is notified of such an event and its expected duration as soon as reasonably possible.
- 9.6. IG is not liable for damage, which originated from software failure, (technical) trouble, interference or jams, or dysfunctional (electronic and/or data) connections or the quality of these connections, regardless of the fact if they were implemented by IG or third parties.
- 9.7. It is noted IG is not a manufacturer but always acts as a reseller for new or refurbished hardware. IG only provides warranty if such is agreed in writing. If such is the case, the terms and conditions of the warranty of IG, as published on its website (<https://ynvolve.com/warranty-policy/>) and as amended from time to time, are applicable.
- 9.8. In case IG acts as an intermediary between Customer and the OEM, IG will use its reasonable

best efforts to transfer the OEM's warranty to Customer, subject always to the (warranty) terms and conditions of the OEM.

- 9.9. The provisions in this clause also apply for the benefit of all legal and natural persons utilized by IG in executing the Agreement.

10. Transfer

- 10.1. Unless agreed otherwise in writing, the risk of damage or the risk of loss of objects or data, including programs and/or source code, transfers to Customer at the moment said objects and/or data are in control of Customer or of a third party appointed by Customer.
- 10.2. Unless agreed otherwise in writing, all Products delivered to Customer, remain IG's property until Customer has fulfilled all its payment obligations under the Agreement or the relevant Order.
- 10.3. Customer may not pledge ("*verpanden*") or encumber the Products subject to IG's retention of title ("*eigendomsvoorbehoud*").
- 10.4. A Customer acting as a reseller may sell and re-deliver the Products subject to IG's retention of title in the normal course of its business only.
- 10.5. Notwithstanding any delivery obligation or understanding, IG may maintain possession of the Products until Customer has paid all amounts owed to IG, if and insofar IG has, acting reasonably, reason to doubt Customer's creditworthiness.

11. Force majeure

- 11.1. No failure to fulfill the obligations in the contract can be attributed to IG if it is impossible for IG to perform due to external circumstances which are beyond its reasonable control (whether anticipated, or not), and which cannot be attributed to IG.
- 11.2. Both parties may suspend their contractual obligations during the period of force majeure, until performance is reasonably possible again or a reasonable alternative has been agreed. Both parties may terminate the Agreement by means of simple notice, if the situation of force majeure exceeds a period of one month. Such termination does not apply to any pending Orders, which pending Orders will be executed in accordance with the terms of the Agreements.

12. Inspection and defects

- 12.1. Upon delivery Customer shall visually inspect the Products, or at least the packaging of the Products upon delivery. Customer shall not sign-off for

delivery when the objects are incomplete or evidently damaged.

- 12.2. Notwithstanding the obligation of clause 12.1 and even if Customer has accepted the Products which are evidently damaged, any visible damage due to shipping (whether to the packaging or visible damage to the Products) must be notified to IG withing two (2) business days of delivery. In case IG is not timely notified, no claim can be lodged against the freight forwarder or courier.

- 12.3. Notwithstanding the visible inspection, Customer shall further inspect the Products within thirty (30) days of delivery (in accordance with clause 9.3). Customer will inspect whether the quality and quantity of the Products are in conformity with the Agreement and will at least inspect whether it meets the requirements.

13. Collection Costs

- 13.1. Customer is legally in default ("*in verzuim*") if payment did not take place within the agreed term, regardless whether IG has sent a notice of default to Customer.
- 13.2. In case of late payment, all reasonable collection costs, in or out of court, are for the account of Customer. In addition, IG may charge the statutory commercial interest in accordance with section 6:119a DCC.

14. Intellectual property rights

- 14.1. All intellectual and/or industrial property rights to Products, software, websites, databases, equipment or other materials developed or provided by IG, such as analysis, scripts, source code, designs, documentation, reports, offers, as well as preparatory materials in that regard, shall be held solely by IG, its licensors or its suppliers. Where relevant, Customer shall only obtain a right for the term of the Agreement. Any such right of use is revocable, non-exclusive and non-transferable to third parties, provided that Customer is entitled to transfer the use intra-group, subject to the terms of the Agreement.
- 14.2. Customer guarantees ("*garandeert*") that there are no third-party rights on equipment, software and materials intended for websites, databases, or other materials provided to IG, including draft material. Customer shall indemnify IG against any action based on the claim that said materials infringe any third- party rights.
- 14.3. In case the Agreement pertains to third party Products, IG may not be the owner of the intellectual property rights relating to the Products. In such case, the producer and/or creator of the

Products is/are the legitimate owner(s), and/or holder(s), or licensor(s) of the intellectual property and/or are licensor(s).

15. Data Protection

- 15.1. Customer shall provide IG with all relevant information necessary to execute the Agreement in compliance with applicable data privacy and data protection laws.
- 15.2. Parties do not envisage that IG will collect, process or use personal data. If, at some point, IG would be required to collect, process or use personal data for or on behalf of Customer, Customer and IG shall conclude a Data Processing Agreement.

16. Confidentiality

- 16.1. Confidential Information will not be used by a party, except in connection with the Agreement or an Order, and will be maintained in confidence, will not otherwise be disclosed to any other person, firm, or agency, governmental or private, without the prior written consent of the other party, except to the extent that the Confidential Information (a) was known or used by the receiving party prior to its date of disclosure; (b) was lawfully disclosed by sources other than the disclosing party; (c) becomes published or generally known to the public without breach of this clause; (d) is independently developed by or for the receiving party without reference or reliance upon the Confidential Information; or (e) is required to be disclosed to comply with applicable laws, to defend or prosecute litigation or to comply with governmental regulations, provided that the receiving party provides prior written notice of such disclosure to the other party (insofar reasonably possible) and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure.
- 16.2. Within ten (10) working days after a request from the disclosing party, the receiving party will return all Confidential Information to IG.
- 16.3. The receiving party may not copy, exploit, or register any intellectual property rights, or in any other way commercially take advantage of Confidential Information or any intellectual property rights without the disclosing party's prior written approval.
- 16.4. The confidentiality obligations apply indefinite.

17. Compliance with sanctions; export and trade restrictions

- 17.1. Customer represents and warrants that (a) neither it nor any of its affiliates, directors, officers or

employees, nor any of its agents (including any such agents or affiliates that will act in any capacity in connection with, or benefit from, the agreement), is (i) a sanctioned person, or (ii) in violation of any (international) sanctions (including export and/or trade restrictions), and (b) no product or services acquired from IG will be sold, transferred and/or exported to a third party in violation of any sanctions (including export and/or trade restrictions).

- 17.2. In this clause, (international) sanctions (including export and/or trade restrictions) refer to any (international) sanctions (including export and/or trade restrictions) that are imposed from time-to-time by, e.g., the Netherlands, the European Union, the United States of America or the United Kingdom. It is the obligation of Customer to ensure it is and maintains aware and informed of the (international) sanctions (including export and/or trade restrictions) as imposed from time-to-time.

18. ESG

- 18.1. IG is committed to improve its services and make a positive contribution to its businesses and the world. IG observes its ESG-policy, as published on its website (<https://infinite-itsolutions.com/wp-content/uploads/2024/06/20240327-ESG-public-story-IG.pdf>) and as amended from time to time, in every step of its business. In doing business with IG, Customer acknowledges IG's ESG-policy and agrees to use its best efforts to act in line with the ESG-policy.

19. Applicable law and disputes

- 19.1. All agreements between IG and Customer shall governed by and construed in accordance with Dutch law, excluding conflict-of-laws principles and rules. The Vienna treaty on the international sale of goods is excluded.
- 19.2. All disputes between parties shall be exclusively submitted to the district court of Amsterdam, the Netherlands.

-