

General Terms and Conditions

of ONE Risk Advisory B.V.

01 General

These General Terms and Conditions set forth the general terms and conditions pursuant to which ONE Risk Advisory will provide services (the "Services") to its client ("Client") pursuant to an agreement with Client (the "Agreement"). In these General Terms and Conditions, "ONE Risk Advisory" means ONE Risk Advisory B.V., a private limited liability company (besloten vennootschap) under Dutch law, registered with the Dutch Chamber of Commerce under number 54158303. ONE Risk Advisory and Client are each referred to as a "Party" and together as the "Parties". The specific engagement scope and pricing are contained in the engagement letter, proposal or contract agreed between the Parties (the "Contract"), as well as in any additional Contracts as may be agreed between the Parties from time to time hereafter, which together with these General Terms and Conditions form an integral part of the Agreement. These General Terms and Conditions apply to all offers, proposals, Contracts and Agreements between ONE Risk Advisory and Client. The applicability of any general terms and conditions of Client is expressly rejected. In the event of any discrepancy between the English and Dutch versions of these General Terms and Conditions, the English version prevails.

02 Governing law and jurisdiction

The Agreement and these General Terms and Conditions are governed by the laws of the Netherlands. Any dispute concerning the Agreement, the Services provided in connection with the Agreement or a related agreement shall be submitted to the competent court in Amsterdam, the Netherlands (Rechtbank Amsterdam), unless mandatory law provides otherwise and without prejudice to Section 16 (Dispute Resolution). Any right of action of a Party arising out of or in connection with the Agreement, regardless of its form, lapses if legal proceedings are not brought within one (1) year after the day on which that Party became aware, or could reasonably have become aware, of the facts on which the claim is based. If a Dispute Notice under Section 16 (Dispute Resolution) concerning that claim is given within that period, the period does not expire earlier than ninety (90) days after receipt of that Dispute Notice.

03 Rights of title

All reports, communications, materials, information, innovations, inventions and discoveries (whether or not patentable or copyrightable), and all industrial and intellectual property rights (including, but not limited to, patent rights, design rights, copyrights, database rights, trademark rights and chip rights) conceived, made or developed by ONE Risk Advisory, solely or jointly with others, in connection with ONE Risk Advisory's performance of the Services (hereinafter collectively referred to as "IPR") shall be promptly disclosed to Client and shall be the sole property of Client. ONE Risk Advisory hereby assigns to Client, in advance where necessary (Article 3:97 of the Dutch Civil Code), all right, title and interest in the IPR, and Client hereby accepts this assignment, without any obligation on Client to pay royalties or other remuneration therefor. The Agreement, including these General Terms and Conditions, constitutes the deed (akte) required for this assignment under Article 2(3) of the Dutch Copyright Act (Auteurswet) and Article 3:95 of the Dutch Civil Code. To the extent that any IPR cannot be assigned in advance or the assignment requires further formalities, ONE Risk Advisory shall, at Client's request and expense, execute such documents and take such other actions as Client deems necessary or appropriate to obtain, record or enforce the IPR or the assignment thereof in Client's name anywhere in the world. The moral rights (persoonlijkheidsrechten) referred to in Article 25 of the Dutch Copyright Act are not transferred and remain with the author (maker) of the work concerned. Notwithstanding the foregoing, Client shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property

owned by ONE Risk Advisory prior to ONE Risk Advisory's performance of the Services under the Agreement or licensed by ONE Risk Advisory from any third party (all of the foregoing, "Preexisting Intellectual Property"). Insofar as ONE Risk Advisory has the right to do so, ONE Risk Advisory hereby grants to Client a non-exclusive, irrevocable, royalty-free, worldwide licence to use, modify and enhance such Preexisting Intellectual Property (including the right to sublicense) to the extent that such licence is required to enable Client to make use of ONE Risk Advisory's Services hereunder, including without limitation any deliverables and work product. All reports, work papers, programs, manuals, data files, data carriers, listings and any other material prepared under the Agreement by ONE Risk Advisory's employees are solely for the specified internal use of Client, its audit committee, its management board, its supervisory board (if any) and its external auditors, and may not be used or solely relied upon for any other purpose, except as otherwise provided in a valid Contract. It is further agreed between the Parties that Client's management is solely responsible for the design and implementation of an effective system of internal control and control environment. Client acknowledges that ONE Risk Advisory may retain a confidential copy of any reports, work papers, programs, manuals, data files, data carriers, listings and any other material prepared under the Agreement by ONE Risk Advisory's employees, subject to the confidentiality restrictions of the Agreement.

04 Term and termination

Unless otherwise provided in the Contract(s), either Party may terminate (opzeggen) the Agreement or any Contract pending thereunder for any reason upon two (2) weeks' written notice. Upon termination, Client shall pay ONE Risk Advisory's final invoice for all amounts due under Section 5 (Payment), including the fees for Services performed up to the effective date of termination. In the event of a breach of the terms of any Contract or the Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific breach and shall request that it be cured. If the breaching Party does not cure the breach within thirty (30) days after receiving the notice, the non-breaching Party may terminate the Agreement and/or any Contract pending under the Agreement, in whole or in part, with immediate effect by written notice to the breaching Party. Such termination for breach constitutes a rescission (ontbinding) within the meaning of Article 6:265 of the Dutch Civil Code and operates for the future only: it does not give rise to any obligation to undo performance (ongedaanmakingsverbintenis) within the meaning of Article 6:271 of the Dutch Civil Code in respect of Services already performed, and the fees due for those Services remain payable. Such termination shall not preclude the non-breaching Party from pursuing any and all remedies available to it at law. If either Party is declared bankrupt (faillissement), applies for or is granted a suspension of payments (surseance van betaling), offers its creditors a composition (akkoord) outside bankruptcy, or becomes subject to a comparable proceeding under any applicable law (which proceeding, if not initiated by that Party itself, is not dismissed within ninety (90) days of filing), the other Party may terminate the Agreement and/or any Contract pending under the Agreement with immediate effect by written notice to that Party. The provisions of the Agreement which by their nature are intended to survive its termination, including Sections 1 (General, including the language provision), 2 (Governing Law and Jurisdiction), 3 (Rights of Title), 5 (Payment, in respect of amounts outstanding), 8 (Independent Contractor Relationship), 9 (Recruiting or Appointing Each Other's Personnel), 10 (Indemnification Obligations), 12 (Limitation of Liability), 13 (Confidential Information), 16 (Dispute Resolution), 17 (Severability), 19 (Notices) and 21 (Subcontracting, in respect of the indemnity contained therein), shall survive termination of the Agreement for any reason.

05 Payment

ONE Risk Advisory shall be paid at the billable rates and/or fees set forth in the engagement letter(s), proposal(s) and/or Contract(s) issued in relation to the relevant Services. All rates and fees are exclusive of VAT. ONE Risk Advisory shall coordinate its standard work week for its professionals to take place within Client's normal business hours, unless otherwise agreed in advance. ONE Risk Advisory shall invoice Client every two weeks or, if sooner, immediately upon completion of the Contract. The payment term is fifteen (15) days after the invoice date, without any deduction or discount. All objections by Client to an invoice must be made in writing to ONE Risk Advisory within fourteen (14) days after the invoice date. If no objections are received by ONE Risk Advisory within such fourteen-day period, the invoice shall be deemed accepted by Client. If payment has not been received within the payment term, Client is in default (verzuim) by operation of law, without any notice of default being required, and ONE Risk Advisory reserves the right, in addition to any other rights it may have, to (i) suspend the Services until

such payment has been made in full, (ii) charge the statutory interest for commercial transactions (wettelijke handelsrente) within the meaning of Article 6:119a of the Dutch Civil Code on the amount past due, from the due date until the date of payment in full, and (iii) invoice Client for all judicial and extrajudicial costs of collection, including reasonable attorneys' fees.

06 Taxes

All amounts payable under the Agreement are exclusive of VAT and of any other taxes, duties or levies imposed on the Services, which shall be borne by Client, excluding taxes on ONE Risk Advisory's own income, profits and payroll. If Client claims an exemption from, or a reverse-charge arrangement for, VAT or any other tax, Client shall provide ONE Risk Advisory with the required documentation (such as a valid VAT identification number) before the start of the engagement.

07 Insurance

ONE Risk Advisory maintains professional liability insurance (beroepsaansprakelijkheidsverzekering) and shall maintain such further insurance with financially sound and reputable insurance companies in such amounts and covering such risks as are usually carried by companies engaged in the business of professional services. ONE Risk Advisory agrees to provide Client with specimen certificates of insurance upon request.

08 Independent contractor relationship

The Parties understand and agree that the personnel assigned by ONE Risk Advisory to Client under the Agreement are ONE Risk Advisory's employees or agents. Under no circumstances are such personnel to be considered employees or agents of Client. ONE Risk Advisory shall perform its obligations under the Agreement as an independent contractor and not as an agent or joint venture partner of Client. In the event that any employee of ONE Risk Advisory is deemed to be an employee of Client, ONE Risk Advisory shall indemnify, defend and reimburse Client and hold it harmless from and against any obligations imposed on Client to pay wage tax and social security contributions, unemployment or disability insurance premiums or similar employee benefits, pension contributions, taxes or other employee compensation items in connection with any payments made by Client to ONE Risk Advisory pursuant to the Agreement on account of ONE Risk Advisory or its employees.

09 Recruiting or appointing each other's personnel

During the performance of a Contract and for one (1) year after its termination, neither Party may, without the prior written consent of the other Party, recruit the other Party's personnel, otherwise have them perform activities for it, or negotiate with such personnel concerning employment. Insofar as the Dutch Placement of Personnel by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs, Waadi) applies to the assignment of ONE Risk Advisory's personnel to Client, this Section does not prevent Client from entering into an employment contract or other working relationship with such personnel after the end of that assignment; in that case Client shall owe ONE Risk Advisory a reasonable fee for the services rendered by ONE Risk Advisory in connection with the assignment, recruitment or training of the person concerned (Article 9a(2) Waadi), the amount of which may be specified in the Contract.

10 Indemnification obligations

Each Party agrees to indemnify, defend, reimburse and hold harmless the other Party for any injury to persons or damage to property caused by the wrongful, intentional or wilful acts of its employees in connection with the performance of the Services under the Agreement. In recognition of the internal nature of the Services, work papers and deliverables provided to Client pursuant to the Agreement, Client takes full responsibility for the accuracy and completeness of the information provided to ONE Risk Advisory for completing each Contract, and shall indemnify, defend, reimburse and hold harmless ONE Risk Advisory against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including, but not limited to, reasonable attorneys' fees and court costs) resulting

from inaccuracies or omissions in the information provided or from resulting errors in any work papers or deliverables based on ONE Risk Advisory's reliance on such inaccurate or incomplete information. Further, should Client wish to furnish any third party with documentation or deliverables, Client agrees to indemnify, defend, reimburse and hold harmless ONE Risk Advisory from any and all damages, fees, penalties, costs of defence, attorneys' fees and liability resulting from any and all disputes arising as a result or consequence of Client's furnishing of such documentation or deliverables to third parties or such third parties' reliance on such documentation or deliverables. Client's management is solely responsible for the control, direction and supervision of the Services, as well as for the implementation of any course of action based on such Services.

11 Representations and warranties

ONE Risk Advisory represents that the Services will be performed in a workmanlike and professional manner, with the care of a good contractor (goed opdrachtnemer), by individuals who have skill and experience commensurate with the requirements of the Services. The obligations of ONE Risk Advisory are obligations to use reasonable efforts (inspanningsverplichtingen) and not obligations to achieve a particular result, unless a Contract expressly provides otherwise. This Section describes ONE Risk Advisory's entire obligations in regard to the performance of the Services, and ONE Risk Advisory makes no other representations or warranties with respect to the Services.

12 Limitation of liability

Neither Party shall be liable to the other Party or to any third party for any indirect or consequential damages (including, but not limited to, loss of profits, loss of data and third-party claims), and each Party hereby waives any right to seek such damages from the other Party, even if advised of the possibility thereof. Except in the case of infringement of intellectual property rights, the total aggregate liability of ONE Risk Advisory, its subcontractors and employees, on any grounds whatsoever, for any damages arising out of or in connection with the work performed shall not exceed the fees paid by Client to ONE Risk Advisory for the relevant Contract. The exclusions and limitations of liability in this Section do not apply in the case of intent (opzet) or deliberate recklessness (bewuste roekeloosheid) of the liable Party or of the persons in charge of the management of its business. The exclusion of liability for third-party claims in this Section does not affect the express indemnification obligations set out in Sections 8 (Independent Contractor Relationship), 10 (Indemnification Obligations) and 21 (Subcontracting).

13 Confidential information

Each Party agrees that during and after the term of the Agreement it will keep confidential and will not, without the prior written consent of the other Party, use or disclose to any third party any confidential or proprietary information relating to the business of the other Party or that Party's customers, learned by it or disclosed to it in connection with the Agreement. The restrictions of this Section 13 shall not apply to any information which (i) is or becomes generally available to the public other than as a result of a breach of this Section 13 by the receiving Party, (ii) was available to the receiving Party on a non-confidential basis prior to its disclosure under the Agreement, (iii) becomes available to the receiving Party on a non-confidential basis from a third party which was not itself bound by a confidentiality obligation and was free to disclose the information, or (iv) is required to be disclosed by law, by a court order or by a binding request of a competent authority. ONE Risk Advisory may disclose Client's name to third parties or include it in corporate collateral and statistics. However, ONE Risk Advisory does not and will not use Client's name in association with specific service details in any advertisements without first obtaining Client's prior written consent. At no time will the confidential details of any services ONE Risk Advisory provides or has provided to its clients be disclosed, nor any materials generated from the performance of such services, except pursuant to (i) through (iv) above. Each Party shall comply with applicable data protection laws, including the General Data Protection Regulation (GDPR). Where the performance of the Services requires ONE Risk Advisory to process personal data on behalf of Client, the Parties shall enter into a data processing agreement within the meaning of Article 28 GDPR.

14 Entire agreement

The Agreement (including these General Terms and Conditions and the Contract(s) referred to therein), as well as any written amendments, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all previous communications, representations, understandings and agreements, whether oral or written, between the Parties or any officer or representative of the Parties. Purchase orders or other documents issued by Client, whether before or after the conclusion of the Agreement, do not form part of the Agreement, and any terms contained therein do not apply. Client has not relied upon any representations other than those set forth in the Agreement and the Contract(s) referred to therein. In the event of a conflict between the terms of a Contract and these General Terms and Conditions, the specific terms of that Contract prevail.

15 Amendments

No amendment of or other variation to the Agreement shall be effective unless made in writing and signed (including by electronic signature) by an authorised person on behalf of each Party.

16 Dispute resolution

If a Party believes it is entitled to any relief or remedy under or with respect to the Agreement, that Party (the "Claimant") shall give written notice thereof (a "Dispute Notice") to the Party from whom the Claimant believes it is entitled to such remedy or relief (the "Respondent"). The Claimant and the Respondent shall seek to resolve any dispute so identified in a Dispute Notice (a "Dispute"). If the Claimant and the Respondent are unable to resolve the Dispute within twenty (20) days after receipt of the Dispute Notice, either of them may demand mediation in accordance with the MfN Mediation Rules (MfN-Mediationreglement) of the Mediatorsfederatie Nederland (MfN), as in force at the time the mediation is demanded. If the Claimant and the Respondent have not resolved a Dispute within ninety (90) days after receipt of the Dispute Notice, either of them may submit the Dispute to the competent court referred to in Section 2 (Governing Law and Jurisdiction). Nothing in this Section prevents either Party from taking protective or provisional measures (including summary proceedings).

17 Severability

If any provision of the Agreement is determined to be invalid, void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. In that case, the Parties shall replace the invalid, void or unenforceable provision with a valid provision that approximates the purpose and effect of the original provision as closely as possible.

18 Force majeure

Neither ONE Risk Advisory nor Client shall be liable for any failure to perform or delay in the performance of its obligations under the Agreement to the extent that such failure or delay results from force majeure (overmacht) within the meaning of Article 6:75 of the Dutch Civil Code, including the elements, natural disasters or any other cause beyond the reasonable control of the Party failing to perform. The Party affected shall notify the other Party of the force majeure situation without undue delay. If the force majeure situation lasts longer than sixty (60) days, either Party may terminate the Agreement or the affected Contract by written notice, without being liable for damages. Force majeure does not suspend payment obligations for Services already performed.

19 Notices

Any notice under the Agreement shall be in writing and shall be delivered by hand, sent by registered mail or courier, or sent by e-mail with confirmation of receipt, to the addresses (including e-mail addresses) set out in the engagement letter, proposal or Contract, or to such other address as a Party has notified to the other Party in accordance with this Section. A notice is deemed to have been received: (i) if delivered by hand, at the time of delivery; (ii) if sent by registered mail or courier, on the date of delivery recorded by the postal service or courier;

and (iii) if sent by e-mail, at the time the recipient confirms receipt; an automatically generated reply does not constitute confirmation of receipt. If the recipient has not confirmed receipt of an e-mail within two (2) business days, the sender shall send the notice by one of the other methods.

20 Assignment

Neither Party may assign or transfer any of its rights or obligations under the Agreement to a third party without the prior written consent of the other Party. This prohibition is intended to have effect under property law (goederenrechtelijke werking) within the meaning of Article 3:83(2) of the Dutch Civil Code. It does not apply to monetary claims (geldvorderingen) whose transferability or pledgeability cannot be excluded or restricted by law (Article 3:83(3) of the Dutch Civil Code). This Section does not affect ONE Risk Advisory's right to engage agents and subcontractors in accordance with Section 21 (Subcontracting).

21 Subcontracting

ONE Risk Advisory reserves the right to employ agents and subcontractors to assist ONE Risk Advisory in providing any part of the Services. Any reference to ONE Risk Advisory's employees or personnel in the Agreement, except in Section 8 (Independent Contractor Relationship), includes its agents and the personnel of its subcontractors. ONE Risk Advisory will remain liable to Client in respect of any Services provided, subject to the other provisions of the Agreement. Where Client requires ONE Risk Advisory to contract the services of a subcontractor specified by Client, Client will accept responsibility for the work to be performed by such subcontractor. ONE Risk Advisory's agreement to schedule and integrate the work to be performed by such subcontractor for the purposes of the Agreement is on the basis that ONE Risk Advisory will not be responsible for, or liable to Client or to any third party for, the work performed by, or any acts, omissions, defaults and neglects of, such subcontractor(s), or for ONE Risk Advisory's reliance thereon. In the above circumstances, Client will be responsible and liable for, and will indemnify and hold harmless ONE Risk Advisory against and from, any liability which ONE Risk Advisory may incur to any person and all claims, demands, proceedings, damages, losses, costs and expenses (including reasonable attorneys' fees) made against, suffered or incurred by ONE Risk Advisory, directly or indirectly, as a result of or in connection with the work performed by any such subcontractor.

22 Execution and counterparts

The Agreement and any Contract are not binding upon ONE Risk Advisory until signed by an authorised representative of Client and by a partner or other duly authorised representative of ONE Risk Advisory. The Agreement and any Contract may be signed in counterparts and by electronic signature; each counterpart is deemed an original and all counterparts together constitute one and the same instrument.

VERSION	ADOPTED	GOVERNING LAW	ONLINE
September 2026	24 September 2026	Dutch law	oneriskadvisory.nl/en/terms-and-conditions/