

GENERAL PURCHASING CONDITIONS FACTORR B.V.

January 2023

This document is provided in English as a translation from Dutch of the official Factorr Purchasing Conditions filed with the Chamber of Commerce (no. 83284818). Please note, while we aimed for an accurate translation, the English version of the text is not legally binding and is only provided for the sake of transparency and accessibility. Factorr declines any responsibility for inaccuracies, discrepancies, or less-than-timely updates in the English version. For the official version, please refer to the "Inkoopvoorwaarden Factorr" document.

Clause 1. General

1.1 In these general terms and conditions the following definitions shall apply:

a. Factorr: the private limited liability company Factorr B.V. with registered office and place of business in (3111 AW) Schiedam at Tuinlaan 90, registered in the Trade Register of the Chamber of Commerce under number 83284818.

b. Supplier: any (legal) person to whom Factorr issues a purchase order, with whom Factorr has submitted an inquiry or from whom Factorr has received an offer.

c. Agreement: the Agreement between Factorr and Supplier to supply products and/or software or to perform services.

d. Confidential Information: the content and existence of an inquiry from Factorr, the content and existence of a purchase order and/or Supplier's involvement in a (main) order, details of customers of Factorr, the content and existence of orders from customers to Factorr, business strategies, business operations, agreements, pricing and all non-public data and information relating to Factorr, its suppliers, customers, buyers and event participants which become known to Supplier in the context of the performance of the Agreement.

1.3 These general terms and conditions shall apply to the purchase order(s) that Factorr shall issue to Supplier.

1.4 The Parties expressly agree that the Supplier's general terms and conditions shall not apply to the Agreement(s) and/or other legal relationship(s) between the Parties.

1.5 If the conditions of an Agreement deviate from these general purchase conditions, the conditions of the Agreement shall prevail over the general conditions.

Clause 2. Agreement

2.1 An Agreement between the Supplier and Factorr is concluded after a purchase order has been sent by Factorr and accepted by the Supplier. For each individual purchase, the products, software and/or services to be provided for that order will be specified in the purchase order.

2.2 A request from Factorr is without obligation and shall be deemed to be an invitation to make an offer by Supplier.

2.3 Factorr shall - after acceptance of the purchase order by Supplier - be entitled to terminate the purchase order (before commencement of the purchase order or in the interim). If Supplier has already delivered/completed part of the products, software and/or services, Factorr shall pay the related pro rata fee to Supplier.

2.4 Supplier shall (deliver) the products, software and/or services to Factorr within the agreed time, and failing this, a reasonable time after acceptance of the purchase order.

2.5 Changes in the work shall result in additional and less work if there is reduction on, modification and/or addition to the purchase order. Changes and/or additions can only take place after written consent of both parties. Supplier shall only be entitled to an increase in the compensation if he/she has informed Factorr of this - in good

time and prior to the (delivery).

Clause 3. The delivered

3.1 The Supplier warrants that the products, software and/or services comply with the applicable laws and regulations as well as the quality requirements customary in the industry. If applicable, the Supplier shall have all necessary inspections carried out.

3.2 The ownership of the products and/or software shall pass to Factorr at the time of delivery.

3.3 The Supplier guarantees that the Products and/or Software are delivered to Factorr unencumbered and free from encumbrances.

3.4 Factorr shall not be obliged to inspect and test the Products and/or Services before and after the (delivery). Software shall, however, be tested by Factorr in accordance with the provisions of Clause 4.

3.5 The acceptance or non-acceptance of products, software and/or services shall not constitute a waiver by Factorr of any claim relating to non-conformity, defect in performance, untimely delivery of the products and/or services or breach of any warranty or other obligation by Supplier, regardless of whether Factorr has inspected and tested the products, software and/or services.

3.6 Factorr shall be entitled to invoke non-conformity within the meaning of Section 7:23 of the Dutch Civil Code or a defect in performance within the meaning of Section 6:89 of the Dutch Civil Code for a period of eighteen months after delivery.

3.7 Non-conformity or a defect in performance shall in any case exist in the following cases:

a. the products do not correspond to the purchase order, in terms of type and number;

b. the products, software and/or services do not comply with the applicable laws and regulations, the quality requirements customary in the industry and the safety regulations;

c. the products, software and/or services are not delivered or completed within the stipulated period;

d. breakage associated with the manufacturing process, transportation or attachments between parts of the Products;

3.8 Supplier shall (deliver) the products, software and/or services with all materials and documentation reasonably required by Factorr to operate and/or use the products, software and/or services.

3.9 Supplier warrants that the Products and/or Software do not infringe any intellectual property or other third party rights

3.10 Supplier shall inform Factorr immediately if it has a reasonable suspicion that the Products and/or Software do not comply with laws and regulations and/or the quality requirements customary in the industry and/or infringe third party rights.

3.11 Subject to Factorr's express consent, the Supplier shall not be permitted to independently publish (online) the products, (trade) names and logos of customers, software and/or services arising from the Purchase Order and/or to include them in its portfolio. If and to the extent that Factorr has given its express permission to do so, the Supplier shall mention the name of Factorr and the link to Factorr's website in case of (online) disclosure and/or inclusion in the portfolio.

3.12 Factorr shall be permitted to (online) disclose and/or include in its portfolio and/or use for promotional purposes any products, software and/or services, photographic material, film material, websites, drawings, models, designs, concepts, texts, house style, slogans, color combinations, logos, characters, compilations thereof or derivative works thereof arising from the Purchase Order, unless Supplier objects.

Clause 4. Software

4.1 If the Purchase Order relates to software, Factorr shall test the software within one month of completion and notify Supplier whether or not it accepts the software. If Factorr does not accept the software, Supplier shall request in writing to Supplier to repair and/or modify the software within a period of one month in accordance

with Factorr's reasonable instructions.

4.2 If rectification and/or modification are not made within one month, Factorr shall be entitled to rescind the Agreement. Dissolution releases the parties from the obligations affected thereby. An obligation to undo the performance already received by the parties arises. The Supplier's performance shall be set at nil.

4.3 The Supplier shall ensure that the manufactured software functions and/or continues to function properly. The software shall be deemed not to function properly if within a period of eighteen months after the acceptance of the software by Factorr an error occurs resulting in the software no longer functioning properly.

4.4 With respect to the software, the Supplier shall provide the following information to Factorr upon delivery or completion:

- a. the source code;
- b. documentation enabling Factorr to maintain, manage and solve problems in the software, and/or to improve and adapt the source code.

4.5 After the termination of the Agreement and/or at Factorr's first request, Supplier shall fully cooperate in the transfer of knowledge, know-how, the data, materials and the (digital) access to the software described under 4.4 to Supplier in such a way that the continuity of the software is guaranteed.

Clause 5. Services

5.1 If the purchase order relates to the performance of services, the Supplier shall exercise the care of a good Supplier in the work. Supplier shall at all times avoid that the good name and reputation and/or image of Factorr could be endangered.

5.2 The Supplier shall carry out the assignment after prior consultation with Factorr. The Supplier shall perform the assignment under its own responsibility and with its own freedom and independence. The Supplier is free to achieve the agreed result within what has been agreed. All this does not affect the fact that Factorr may give Supplier instructions as referred to in article 7:402 of the Dutch Civil Code and that the Supplier is obliged to comply with a timely and responsible instruction concerning the execution of the order.

5.3 The Supplier shall keep Factorr informed of the progress of its work to execute the order. If Factorr would otherwise not be aware of this, the Supplier shall inform Factorr without delay of the completion of the order. The Supplier shall account to Factorr for the manner in which they have fulfilled their assignment.

5.4 The Supplier shall warn Factorr if the order provided by Factorr contains obvious errors or the materials provided by Factorr show obvious defects.

5.5 The Supplier is not permitted to outsource all or part of the assignment to third parties, except with the written consent of Factorr.

5.6 When executing the Agreement, the Supplier shall comply with the company regulations applicable at Factorr and/or at Factorr's customer, applicable national and regional laws and regulations and (safety) regulations.

5.7 The Contractor shall use its own business equipment, including tools, laptop, computers and mobile telephones, in the performance of the assignment.

5.8 Supplier is obliged to wear personal protective equipment (including safety shoes, safety goggles and safety jacket) and/or clothing provided or prescribed by Factorr when possibly entering a location.

5.9 Following a request to that effect from Factorr, the Supplier shall cooperate with interviews, press releases and other external communications relating to the Purchase Order subject to the instructions and regulations of Factorr.

Clause 6. Supplier default

6.1 If the Supplier does not, not fully, not correctly or not timely comply with the obligations under the Purchase Order, he shall fail (imputably) in respect of Factorr.

6.2 In case of an (attributable) failure, Factorr shall request the Supplier in writing to still (deliver), replace and/or repair the Products and/or Services within a reasonable time.

6.3 If delivery, replacement and/or repair are not effected within the stipulated reasonable period, the Supplier forfeits a penalty of € 15,000 to Factorr. If the Supplier has to pay a penalty to Factorr, this shall not affect Factorr's other rights, including its right to performance, damages and dissolution. If the Supplier has to pay a penalty, Factorr shall only be entitled to damages to the extent that these exceed the penalty.

6.4 If the Supplier has failed imputably and fails to deliver, replace and/or repair within the specified period, Factorr shall be entitled to dissolve the individual purchase order in whole or in part with immediate effect. In that case, Factorr is also entitled to cancel other purchase orders.

Clause 7. Duration.

7.1 An Agreement is entered into for the period in which the Products, Software and/or Services are delivered by the Supplier or a period to be agreed between the Parties.

7.2 Each of the Parties is entitled to terminate the Agreement prematurely subject to a notice period of 1 month. Notice of termination must be given in writing by the end of a calendar month.

7.3 Notwithstanding the provisions of paragraph 8 of this clause, each of the Parties is authorized to terminate the assignment in writing with immediate effect if:

- a. the other party is declared bankrupt;
- b. the other party is granted (temporary) suspension of payment;
- c. the other party ceases its activities or is dissolved;
- d. the control in the other party changes;
- e. the other party has acted in breach of (one of) its obligations under the commission and after a notice of default in which a term of 14 days is set, it fails to comply;
- f. Supplier acts in breach of the confidentiality clause and/or the relationship and anti-recruitment clause.

7.4 If the Agreement comes to an end due to termination or the expiry of its term, the parties shall not become mutually liable to each other for damages.

7.5 Supplier shall continue to fulfill purchase orders placed prior to the termination date of the Agreement.

7.6 Upon termination of this Agreement the Supplier shall provide Factorr with all information relating to the (ongoing) work by return of post and the Supplier shall cooperate fully with the transfer of the work to a person to be appointed by the Supplier.

Clause 8. Compensation

8.1 The amount of the remuneration for the delivery of products and/or services shall be determined in each separate purchase order.

8.2 The compensation is exclusive of turnover tax.

8.3 Unless the parties have expressly agreed otherwise in writing, the fee includes all expenses, including but not limited to accommodation expenses, packaging costs, transport costs, installation and assembly costs, insurance costs, import duties and other government-imposed taxes and levies.

8.4 Payment of the fee shall be made by deposit or transfer to the bank account indicated on the invoice within sixty days of the invoice date.

8.5 Factorr has the right to suspend payment of the compensation if the Supplier has not delivered or not delivered the products and/or services on time, in full or correctly.

Clause 9. Intellectual Property

9.1 The Supplier acknowledges that all rights of intellectual property, including copyrights, trademark rights, patent rights, utility-model rights, drawing and model rights to works, goods, services or

inventions manufactured or worked on by the Supplier within the framework of the execution of the purchase order belong to Factorr. Insofar as such a right can only be obtained by filing or registration, only Factorr shall be authorized to do so.

9.2 To the extent intellectual property rights shall accrue to the Supplier in connection with the execution of the purchase order, the Supplier shall transfer these rights to Factorr by signing this deed. The transfer of intellectual property shall be unrestricted and shall include all rights and powers associated with the transferred intellectual property in respect of all present and future forms of use or exploitation thereof. The Supplier irrevocably waives any personality rights that may accrue to the Supplier under law, treaty or regulation anywhere in the world to the extent that the law, treaty or regulation permits such waiver.

9.3 Insofar as it is not possible to transfer the intellectual property rights to Factorr, Supplier grants to Factorr "for no consideration" a worldwide, perpetual, irrevocable, exclusive and unrestricted license to use, adapt, disclose, reproduce and/or exploit (parts of) the works, goods, services and inventions in the broadest sense of the word. Factorr shall be free to grant sub-licenses to third parties.

9.4 Supplier shall refrain from infringing the intellectual property rights of Factorr and any unlawful acts towards Factorr in this respect.

Clause 10. Confidentiality clause

10.1 The Supplier is prohibited from directly or indirectly disclosing confidential information (orally or in writing) to third parties, granting third parties access to confidential information and/or informing third parties about the confidential information in any other way, unless:

- a. this is necessary for execution of the purchase order;
- b. Factorr has given explicit written consent;
- c. or if he/she is obliged to do so under any mandatory statutory provision.

10.2 Confidential information shall include, but not be limited to, the content and existence of an application of Factorr, the content and existence of a purchase order and/or the involvement of Supplier in a (main) order, data of customers of Factorr, the content and existence of orders of customers to Factorr, business strategies, business operations, agreements, pricing and all non-public data and information relating to Factorr, its suppliers, customers, clients, customers and event participants which become known to Supplier in the context of the execution of the Agreement.

10.3 With regard to all confidential information which Factorr has made available to the Supplier - in whatever form or on whatever data carrier - for the execution of the purchase order(s), the Supplier undertakes in respect thereof:

- a. to observe all reasonable measures for the safe custody or storage of the confidential information;
- b. not to use the confidential information for any purpose other than the execution of the purchase order;
- c. not to retain the confidential information for longer than is reasonably necessary for the execution of the purchase order and to return the confidential information made available or to destroy it upon Factorr's request to do so.

10.4 If, at the request of a third party, on an order of a competent court or any other judicial or governmental authority, the Supplier is required to provide confidential information to third parties, the Supplier shall, immediately and in any event prior to the provision of such confidential information, inform Factorr in writing of the content of the request, order, writ or subpoena in order to enable Factorr to coordinate the provision of the confidential information. If Supplier is required to disclose Confidential Information, Factorr and Supplier shall cooperate and Supplier shall take all measures requested by Factorr to prevent and limit, to the extent possible, a forced disclosure as defined in this Article.

10.5 The Supplier shall require its/their staff and/or third parties

working for it/them in writing to observe the same confidentiality as described in this article. Supplier shall provide Factorr with the written record of the imposed confidentiality obligation upon Factorr's request to that effect.

Clause 11. Relationship clause and anti-solicitation clause

11.1 During the term of the Agreement as well as during a period of two years after the end of the Agreement, the Supplier is prohibited from entering into or maintaining business relations and/or cooperating in any way, directly or indirectly, with relations of Factorr. This prohibition applies regardless of who initiated (the initiation of) the business relationship.

11.2 Business relations shall be understood to mean: entering into employment with relations of Customer or otherwise working for relations, making or accepting offers, providing advice or information, giving orders to relations, selling/delivering, purchasing/purchasing products, entering into partnerships and/or joint ventures, making or obtaining investments, granting or obtaining money loans, participating (or allowing others to participate) in the capital of companies, performing marketing activities aimed at relations as well as entering into agreements with relations. Relations means: Customers and customers of Factorr.

11.3 During the term of the Agreement as well as during a period of two years after the end of the Agreement, the Supplier is forbidden, directly or indirectly, to induce employees or self-employed persons of Factorr to terminate their legal relationship with Factorr and/or to employ the employees or self-employed persons and/or to cooperate with the employees or self-employed persons.

Clause 12. Penalty clause

12.1 The Supplier shall be in default by operation of law if it acts in breach of its obligations under Clauses 9 to 11.

12.3 In that case, the Supplier shall forfeit to Factorr for each violation a penalty of € 50,000.00 per violation as well as a penalty of € 5,000.00 for each day or part of a day that the violation continues after Factorr has been notified of its discovery.

12.3 Payment of the penalty mentioned in this article shall not release the Supplier from the obligations mentioned in articles.

12.4 If the Supplier must pay a penalty to Factorr, this shall not affect Factorr's other rights, including its rights to performance, damages and termination. If the Supplier must pay a penalty, Factorr shall be entitled to damages only to the extent that they exceed the penalty.

Clause 13. Insurance obligation

13.1 The Supplier shall be obliged to ensure, at its own expense, a satisfactory insurance policy covering its liability at all times which may arise in or in connection with the execution of the purchase order.

13.2 The Supplier is obliged to allow Factorr, at Factorr's first request, to inspect the policy and the method of premium payment and/or to provide Factorr with a copy of the insurance policy certified by the insurer.

Clause 14. Liability

14.1 The parties shall be liable for damages arising out of or in connection with an attributable failure in the performance of their obligations under the Purchase Order and under the law.

14.2 Supplier shall indemnify and hold Factorr harmless against any third party claims relating to (defects in) the products, software or services and shall reimburse all related damages suffered by Factorr (including judicial and extrajudicial costs).

14.3 The Supplier shall take all measures that can reasonably be expected from the Supplier to prevent or limit (further) damage. This obligation shall not release the Supplier from liability towards Factorr.

14.4 Factorr shall not be liable for any consequential damage suffered and to be suffered by the Supplier, including but not limited

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to trading losses, lost profit or lost turnover, immaterial damage.

14.5 The liability of Factorr shall be limited to an amount of € 15,000.

Clause 15. Final Provisions

15.1 The purchase order(s) shall be governed by Dutch law.

15.2 Disputes arising from or in connection with the Purchase Order shall be settled by the competent court of the District Court of Rotterdam.

15.3 Should one or more articles of these purchase order(s) be invalid or otherwise not binding, this shall not affect the validity of the remaining articles. In that case the parties shall in mutual consultation and in the spirit thereof amend these purchase conditions insofar as necessary, in the sense that the non-binding articles shall be replaced by articles which deviate from them as little as possible.

15.4 The parties are not authorized to transfer their rights and obligations under the purchase order to third parties.