

Master Agreement on the supply of IT Products and Services
concluded between PBV Holding B.V. and ATLAN Software B.V.

contract number: C10893

January 2024

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The Parties:

PBV Holding B.V., a private limited liability company having its registered office in The Hague, the Netherlands, and its principal place of business at Waldorpstraat 3 (2521 CA) The Hague, the Netherlands, duly represented in this matter by J. Crites ("**PBV**");

and

ATLAN Software B.V., a private limited liability company having its registered office in Wateringen, the Netherlands, and its principal place of business at Turfschipper 7-9, 2292 JC Wateringen, the Netherlands, duly represented in this matter by G.A.W. Merkelbach ("**Supplier**");

Whereas:

- PBV wishes to purchase certain IT Products and/or Services from the Supplier;
- The Supplier wishes to supply certain IT Products and/or Services to PBV;
- The Parties wish to lay down their mutual rights and obligations in this Master Agreement, the related Further Agreements and the Assignments granted on the basis thereof.

Agree as follows:

Article 1. Definitions

The following terms shall have the following meaning:

"Accountant"	The internal accounting department of PBV;
"Appendix"	The Appendix referring and applicable to the Master Agreement and Further Agreements.
"CBS CPI"	The Consumer Price Index as determined by Statistics Netherlands
"Group Company"	subsidiaries as defined in Section 2:24a of the Dutch Civil Code and Group companies as defined in Section 2:24b of the Dutch Civil Code;
"IT Products"	The Products to be delivered by the Supplier to PBV pursuant to the relevant Further Agreement;
"IT Services"	The Services to be provided by the Supplier to PBV under the relevant Further Agreement;
"IPR"	Copyrights, design rights, trademark rights, patent rights, database rights and other intellectual property rights;
"Master Agreement"	This Master Agreement for the provision of IT Products and Services;
"Further Agreement"	Means a further agreement, which sets out specific arrangements between the Parties regarding the IT Products or Services described in the relevant Further Agreement;

“Assignment”	An agreement for the provision of IT Products or Services;
“Products”	movable property, including computer software, databases, documentation and information;
“Working days”	Calendar days, except weekends and generally recognised public holidays.

Article 2. Applicability of the Master Agreement

- 2.1 The provisions of this Master Agreement apply to and form an integral part of the Further Agreements concluded between the Parties.
The following documents jointly constitute the agreement. In so far as these documents contradict one another, the first-named document prevails over the later-named one:
- Assignment;
 - Further Agreement;
 - This Master Agreement;
- 2.2 The general terms and conditions of the Supplier, if any, do not apply to the Further Agreements or Assignments and are expressly rejected.
- 2.3 This Master Agreement will apply to the companies affiliated with the public limited company PBV N.V., with its registered office in The Hague, in accordance with the provisions of the Civil Code Book 2:24 a and b.

Article 3. Term and termination

- 3.1 This Master Agreement and the Further Agreements are entered into for an indefinite period of time and may be terminated by either party in writing with due observance of a notice period of three (3) months. Termination of this Master Agreement or a Further Agreement does not affect the effect of any Assignments already granted.
- 3.2 Assignments run for the term as indicated therein. Each of the parties has the right to terminate an Assignment, in whole or in part, with immediate effect, without judicial intervention being required, if:
- (i) the other party imputably fails to perform an obligation arising from the Assignment, this failure to perform justifies termination of the Assignment, and this other party remains in default even after it has been given notice of default and granted a reasonable term to effect performance as yet;
 - (ii) the other party has applied for or has been granted a moratorium;
 - (iii) the other party has been declared bankrupt or a petition for bankruptcy has been filed with respect to that party;
 - (iv) the other party's business is wound up or discontinued other than for the purpose of reconstruction or amalgamation of enterprises.
- 3.3 Provisions that, by their nature, are intended to continue after termination of the Assignment will remain in full force after such termination.

Article 4. Changes in prices

- 4.1 If the Supplier wishes to adjust its prices/tariffs, it will consult with PBV on this topic.
- 4.2 The Supplier may make a substantiated and specified indexation proposal for the first time two (2) years after the commencement date of this Agreement. This proposal is based on the CBS CPI.
 - 4.2.1 In the event of an increase in the change percentage of 0-3% based on the above-mentioned index, the last applicable rate can be increased in full by that percentage.
 - 4.2.2 In the event of an increase of the change percentage from 3% on the basis of the above index, the last applicable rate will be increased by a percentage equal to 3% plus half of that part of the increase percentage that exceeds 3%. The maximum change of the last applicable rate will be: 5%.
 - 4.2.3 The Supplier and PBV will discuss this proposal and the indexation can be applied after written agreement from PBV.

Article 5. Transfer of obligations; subcontracting

- 5.1 Neither Party has the right to transfer the rights and obligations arising from the Assignment to a third party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld; the Party granting consent shall be entitled to attach conditions to the granting of such consent.
- 5.2 In derogation of the provisions of the previous paragraph, PBV is permitted to transfer the rights and obligations ensuing from one or more Assignments to a Group Company.
- 5.3 If, in the performance of an Assignment, the Supplier wishes to use the Services of third parties, either by way of subcontracting or by temporarily hiring personnel, the Supplier will only be authorised to do so after prior written consent from PBV, which consent will not be withheld on unreasonable grounds.
- 5.4 Upon granting its consent as referred to in the previous paragraph, PBV has the right to attach conditions to its consent or to restrict the time for which consent is granted.
- 5.5 The consent given by PBV does not affect the Supplier's responsibility and liability for the performance of the Supplier's obligations pursuant to the Assignment and the Supplier's obligations as an employer pursuant to tax and social security legislation.

Article 6. Environment and hazardous substances

- 6.1 Regarding the IT Products delivered and the IT Services performed, the Supplier guarantees that no materials and Products have been or are used that are considered hazardous to people, property or the environment pursuant to national and international laws and regulations.
- 6.2 Regarding transport and packaging of IT Products delivered, the Supplier guarantees that the applicable national and international laws and regulations and/or prevailing sector agreements have been observed.
- 6.3 Supplier shall comply with PBV Business Principles (Annex 1) and Set of Guidelines for Suppliers and Contractors (Annex 2).
- 6.4 At the request of PBV, the Supplier shall dispose of the packaging materials it has used without charging costs.

- 6.5 Before the initial delivery of the IT Products or the initial performance of the IT Services, the Supplier shall notify PBV in writing when materials or Products are being used with respect to which the Supplier can be assumed to be aware that these are hazardous to people, property or the environment, possibly in combination with other Products or materials. In those cases, PBV has the right to cancel Assignments granted, free of charge.
- 6.6 The Supplier shall notify PBV in writing prior to the initial delivery of IT Products or the initial performance of IT Services if the use thereof communicated to the Supplier results in waste or if the IT Products themselves constitute waste, which is subject to statutory measures with regard to the disposal and/or processing. In those cases, PBV has the right to cancel Assignments granted, free of charge.
- 6.7 The Supplier will be pro-active and, where possible, innovative in improving the environmental performance associated with the IT Products or Services to be provided. When using or delivering IT Products, it is expressly preferred to avoid and/or reduce atmospheric emissions involved with energy or transport, insofar as applicable.
- 6.8 At the first request of PBV, the Supplier shall make all relevant information pertaining to the environmental impact of the IT Products and Services available to PBV.
- 6.9 Within six (6) weeks after signing the Agreement, Supplier will register with Dutch foundation MVO-Register (or a comparable entity/body) for an assessment of its' corporate responsibility (ESG) performance. Supplier will submit a dashboard scorecard to PBV no later than six (6) months after the registration. In case scores on certain subjects are below par or unsatisfactory, Supplier and PBV will discuss improvement plans in mutual consultation.
- 6.10 The Supplier guarantees that the information it provides is, at all times, complete and accurate.

Article 7. Social and ethical responsibility

- 7.1 The Supplier is obliged to act in conformity with the prevailing national and international laws and regulations governing the working conditions, well-being, and safety of the employees.
- 7.2 The Supplier is obliged to assume chain responsibility and ensures that Products and Services, obtained wholly or partially from third parties, are not in violation of the prevailing national and international laws and regulations governing the working conditions, well-being and safety of the employees.
- 7.3 The Supplier will act in accordance with the provisions of the PBV Business Principles (appendix 1) as well as in accordance with the guidelines as included in the Set of Guidelines for Suppliers and Contractors (appendix 2).
- 7.4 The Supplier shall adopt a proactive approach and be innovative where possible in improving the social and ethical aspects connected with the IT Products to be delivered or the IT Services to be performed.
- 7.5 At the request of PBV, the Supplier shall provide information about the results achieved with regard to the working conditions, well-being and safety of the employees and social responsibility, without charging costs.
- 7.6 The Supplier guarantees that the information it provides is complete and accurate.

- 7.7 The Supplier will proactively inform PBV about its registrations with organizations such as ISO, the MVO register and EcoVadis.

Article 8. Inspection

- 8.1 Every time PBV so requests, the Supplier shall give PBV the opportunity to inspect the Services (partially) performed on the basis of the specifications agreed between the parties as well as of potential statutory specifications. For that purpose and on request, the Supplier shall make available testing and measuring equipment and provide personnel support, free of charge. PBV
- 8.2 has the right to have the (partially) performed Services tested by an independent testing institute. The costs of the testing institute shall be borne by the Supplier if the institute rejects the Services.
- 8.3 The right of PBV to reject the Services lapses without prejudice to the provisions of Article 10 "Guarantee" if PBV does not notify the Supplier in writing within thirty (30) days after performance of the Services that the Services have been rejected.
- 8.4 If the Services are rejected, PBV has the right to set a period within which the Supplier must perform the rejected Services again. If the Supplier cannot perform the Services within the set period, it is in default by operation of law and must refund any amount that has already been paid, without requiring further warning, without prejudice to the stipulations of Article 11 "Liability" .
- 8.5 If Services performed in parts, each lot or part shall be inspected individually. The Supplier cannot invoke the approval of a previous lot or part when a lot or part is rejected.

Article 9. Invoicing and payment

- 9.1 The Supplier must send its invoices to PBV, bearing the order reference of the Assignment, to the invoice address stated in the relevant Further Agreement. The invoiced amount is stated in euros unless agreed otherwise.
- 9.2 The payment term is thirty (30) days after the correct invoice has been received by the accounting department of PBV, on the understanding that this period does not commence until the Products have been delivered and/or Services have been performed. The date on which the amounts owed are debited from the account of PBV is considered to be the payment date. PBV
- 9.3 has the right to suspend payment to the Supplier if the Supplier fails to fulfil any obligation arising from an Assignment in part or in full.
- 9.4 If payment is not made within the period referred to in paragraph (2) of this Article, the Supplier has the right to charge PBV an interest rate of three percent (3%) per annum.
- 9.5 If PBV has a claim against the Supplier, the amount thereof may be deducted from the amount stated on the invoice, even in the event that the Supplier has assigned or otherwise transferred the claim to a party other than the Supplier with due observance of Article 8.7 "Inspection".
- 9.6 Payments are made exclusively by funds transfer and in euros to an account held in the Netherlands by the Supplier, unless agreed otherwise.
- 9.7 PBV will only effect advance payments if such has been agreed in writing. The Supplier will only owe interest on advance payments made during the period that the delivery period has been

exceeded. The interest percentage owed in that case is three percent (3%) per annum. PBV may, at its discretion, arrange for a bank guarantee for the amount of the advance payment in order to effect payment thereof.

Article 10. Guarantee

- 10.1 The Supplier warrants that it has adequate licenses to provide the Service to Customer at least to the extent that the responsibility for providing licences under this MSA is not with PBV - and is entitled to grant the licenses.
- 10.2 Supplier guarantees that it has taken the security measures commonly used in the market to ensure that the Service is free of defects and contains no viruses, trojan horses etc.
- 10.3 Supplier guarantees that the equipment, software and/or application or the results of the Services, insofar attributable to the Supplier, are soundly constructed and free from and are free of design, manufacturing and material faults.
- 10.4 Supplier guarantees the soundness and the proper performance of the Service it provides.
- 10.5 Supplier warrants that the Service are in compliance with applicable laws and regulations, as well as with the agreed service levels and procedures, as described Schedule 1 Article 1.
- 10.6 Supplier warrants that the Service does not impose any requirements on the setup of the workstation or the workstation itself.
- 10.7 Customer is responsible for ensuring that it has suitable equipment and infrastructure for the purpose of accessing the Service.

Article 11. Liability

- 11.1 The Party that fails imputably in fulfilling its obligation or obligations is liable towards the other Party and must compensate that Party for the loss that Party incurred or will incur as a result thereof.
- 11.2 In so far as this damage consists of direct damage, the liability referred to in paragraph (1) of this Article is limited to an amount of € 2,000,000 per event. Direct damage is understood to mean:
 - (i) damage (such as material damage, faulty operations or failure to operate at all, reduced reliability or increased sensitivity to breakdowns) to Products, including computer software, databases, documentation and information;
 - (ii) costs of emergency facilities, such as switching to other computer systems and costs, including personnel costs, for having to keep old systems and the related facilities operational for a longer period of time;
 - (iii) the costs of having to let go of (leased) employees, Products and facilities and associated costs, in so far as these costs cannot within reason be avoided;
 - (iv) fees and penalties demonstrably owed to third parties, as well as the value of the loss of warranty rights issued by third parties;
 - (v) reasonable costs incurred to prevent or limit direct damage;
 - (vi) reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair;

- 11.3 In so far as this damage consists of consequential damage, the liability for damage referred to in paragraph (1) of this Article is limited to an amount of €1,000,000 per event. Consequential loss is understood to mean all damage other than the direct damage referred to in paragraph (2) of this Article.
- 11.4 The limitations of liability referred to in paragraphs (2) and (3) of this Article lapse:
- (i) in the event of third-party claims for damages as a result of death or injury;
 - (ii) in the event of intent or gross negligence on the part of the party causing the damage; or
 - (iii) in the event that a party is required to indemnify the other party, as referred to in Article 13.6 “Intellectual property rights”.
- 11.5 The Supplier shall have taken out adequate insurance and will keep itself adequately insured for civil liability and professional liability. At PBV's request, the Supplier will give PBV access to the relevant policy or policies.
- 11.6 The Supplier will not terminate the relevant insurance policy or policies or change the terms and conditions under which they were entered into (expressly including, but not limited to, the insured amount) to the detriment of PBV without the prior written consent of PBV.
- 11.7 The Supplier hereby assigns all claims with regard to the payment(s) of insurance moneys as referred to in paragraph (1) of this Article to PBV in advance. The Supplier undertakes to notify the relevant insurer of this Assignment, without prejudice to PBV's authority to notify this insurer accordingly.

Article 12. Force majeure

- 12.1 In the event of force majeure on the part of the Supplier, PBV has the option either to suspend the fulfilment of its obligations for the duration of the situation of force majeure or to dissolve the Assignment, wholly or in part, with immediate effect and without judicial intervention being required, through a written statement.
- 12.2 The circumstance where the Supplier is unable to fulfil its obligations because a third party is not fulfilling its obligations towards the Supplier, or is not doing so in time, does not constitute a situation of force majeure.
- 12.3 If a party invokes force majeure, it must inform the other party thereof in writing without delay, but at any rate no later than three (3) Working days after that situation of force majeure has arisen, subject to the right to invoke such force majeure lapsing.

Article 13. Intellectual property rights

- 13.1 All Intellectual property rights (here after Intellectual property rights) that came into existence in the context of the performance of an Assignment are exclusively vested in PBV and will be transferred by the Supplier to PBV under the relevant Assignment, which transfer will be deemed to have been accepted by PBV immediately after such rights have come into existence, at the time the relevant Assignment is signed.
- 13.2 In so far as a further notarial instrument is required for the transfer of such IPRs, the Supplier shall cooperate unconditionally with the transfer of such IPRs upon first request by PBV.

- 13.3 The Supplier waives the right to oppose disclosure of the works without mention of the name or other notice(s) of the maker(s) or to oppose changes to or the naming of the works subject to copyright, such within the limits of Section 25 of the Dutch 1912 Copyright Act.
- 13.4 In so far as costs are associated with the establishment or delivery of certain IPRs, these costs will be borne by PBV. The Supplier hereby irrevocably authorises PBV to have the (transfer of those) IPRs entered in the relevant registers.
- 13.5 The above paragraphs apply in full to third parties engaged by the Supplier. The Supplier undertakes to include express provisions in its agreement(s) with those third parties to ensure that the previous paragraphs will also be performed by that third party.
- 13.6 The Supplier indemnifies PBV and its Group Companies against third-party claims based on the assertion that the delivery or use of the IT Products and the performance of the Services infringe (intellectual property) rights or is otherwise unlawful vis-à-vis this third party, and the Supplier will reimburse the (procedural) costs incurred by PBV or its Group Companies in this respect.
- 13.7 The Supplier is obliged to inform PBV of the coming into existence of IPRs as soon as such becomes known to it.

Article 14: Privacy

- 14.1 The parties will conclude a separate processing agreement with regard to the processing of personal data.

Article 15. Confidentiality and security

- 15.1 The Supplier shall not disclose the existence and contents of this Master Agreement, the Further Agreements and Assignments without the written consent of PBV.
- 15.2 The Parties undertake to keep all information regarding the other party, the confidential nature of which they know or should reasonably suspect, confidential vis-à-vis third parties and to impose the same confidentiality on their employees and subcontractors.
- 15.3 With regard to the information provided by PBV that is in the possession of the Supplier, the Supplier shall:
- (i) take all reasonable measures to ensure safe storage;
 - (ii) to disseminate the information obtained within the organisation of the Supplier only to the extent this is necessary to perform the Services;
 - (iii) to keep the information in its possession no longer than reasonably necessary to carry out the Assignment and to immediately return this information, including all copies made, to PBV following termination or full fulfilment of the Assignment or, after having received authorisation, to destroy these data, in which case proof of destruction must be handed over to PBV.

Article 16. Company security

- 16.1 If the IT Services are performed to any extent in a building of PBV, the Supplier shall observe PBV's access control rules that are known to it or with which it may reasonably be expected to be familiar. The Supplier undertakes to take measures to ensure that the persons involved in the performance of the Assignment comply with these rules.

Article 17. Audit conducted by the Accountant

- 17.1 PBV has the right to conduct an audit, by or on behalf of its Accountant, into the compliance, calculation and pricing of an Assignment. PBV also has the right to conduct an audit on security compliance of an Assignment.
- 17.2 For the purposes of the audit, the Supplier shall immediately provide access to all books and records, as well as any additional information deemed necessary by the Accountant for the responsible performance of the audit, and shall also ensure that its Group Companies do likewise. The Supplier shall ensure that the information required by the Accountant can easily be obtained on the basis of the records of the Supplier and its Group Companies.
- 17.3 The Accountant has the right to be assisted by experts to be designated by PBV during his audit. The audit is of a confidential nature and does not extend beyond what is necessary for the assessment of the provisions of this Article.
- 17.4 By signing this Master Agreement, the Supplier declares that, to the best of its knowledge and ability, all information with financial aspects that it has submitted or will submit to the Accountant for assessment with regard to an Assignment, was or will be correct, complete and lawful on the date of submission to the Accountant.
- 17.5 In addition, the Accountant will be able to conduct more or less regular audits on behalf of and for the benefit of PBV, such for the purpose of having PBV obtain a picture of the financial/economic state of affairs of the Supplier's business as a whole, as considered in the context of the terms and conditions agreed by PBV with the Supplier and the possible risks in the framework of an Assignment concluded or to be concluded between PBV and the Supplier.

Article 18: Inspection and audit

- 18.1 PBV is at all times entitled to inspect the Supplier's premises or the premises of important suppliers where data is processed or stored and where work is performed. PBV shall inform the Supplier in writing of the intended inspection ten (10) Working days prior to that intended inspection at the latest. During the inspection, PBV will comply with all reasonable instructions given by the Supplier.
- 18.2 If, in PBV's opinion, there is cause to do so, PBV has the right to have a third party perform an (external) audit of the IT Services provided by the Supplier. The nature of this audit will be communicated to the Supplier in writing no later than ten (10) Working days in advance. In principle, the audit may not disrupt normal business processes, unless the nature of the audit and its

importance reasonably require this. The audit will be performed in consultation between the parties with due observance of the applicable laws and regulations.

- 18.3 The Supplier will lend its full cooperation to the performance of an inspection or external audit.
- 18.4 If an inspection or audit demonstrates that the Supplier materially fails to comply with its obligations under this Master Agreement, the Further Agreement or the Assignment, the Parties will, within ten (10) Working days, agree on a plan to resolve the failures identified. The foregoing does not affect the possibilities accruing to PBV in this context on the basis of this Master Agreement.
- 18.5 The costs of the audit will be borne by PBV.
- 18.6 PBV also has the right to conduct an inspection on security compliance of an Assignment.

Article 19. Foreign Nationals (Employment) Act

- 19.1 The Supplier guarantees to PBV that it will observe the obligations arising from the Dutch Foreign Nationals (Employment) Act and the applicable ministerial and other regulations and decrees based on it. This means, among other things, that the Supplier will only deploy its own employees and/or those of third parties who are permitted to perform the work in question for PBV in the Netherlands. If a residence and/or work permit and/or a single permit (GVVA) is necessary for this purpose, the Supplier is responsible for the verification of the required documents prior to the commencement of the work to be performed and shall guarantee the validity of this permit or these permits for the duration of the Assignment. If the permit or permits are about to expire or prove to be invalid, the Supplier shall notify PBV of this as soon as possible and/or to do so proactively. If a person deployed by the Supplier at PBV qualifies as a foreign national within the meaning of the Foreign Nationals (Employment) Act, the Supplier shall provide PBV with a copy of the valid identity document of this person, as well as with a copy of a valid residence and/or work permit and/or single permit issued to this person, prior to the commencement of the work to be performed.
- 19.2 In the event that a violation of the Supplier of, or a failure by the Supplier to comply with, the provisions of paragraph (1) of this Article leads to one or more penalties being imposed upon PBV by the Dutch Ministry of Social Affairs and Employment, the Supplier shall fully reimburse this penalty or these penalties to PBV at PBV's first request. An amount equivalent to this loss or damage can also be directly deducted by PBV from the outstanding payments to the Supplier.
- 19.3 The Parties recognise that, under the provisions of the Foreign Nationals (Employment) Act, PBV may be called to account by the competent authorities, whereas it is not always possible for it to ascertain whether employees of the Supplier and/or third parties deployed by it comply with the Foreign Nationals (Employment) Act and the applicable ministerial and other regulations and decrees based upon it. A violation by the Supplier of the stipulations of this Article constitutes a default in its fulfilment of its obligations. All loss or damage arising from this, including but not limited to legal and other expenses, interest and/or one or more penalties imposed on PBV (in addition to the penalty or penalties referred to in paragraph (2) of this Article), will be fully reimbursed to PBV by the Supplier. An amount equivalent to this loss or damage can also be directly deducted by PBV from the outstanding payments to the Supplier.

- 19.4 If a government agency carries out an inspection or investigation at the Supplier concerning PBV that relates to the obligations under paragraphs (1) and (2) of this Article and/or under the Foreign Nationals (Employment) Act, the Supplier will notify PBV of this immediately and will also provide PBV (as far as possible) with all the necessary information that can be of importance to PBV to make an estimate of whether a breach has been or will be ascertained. The Supplier indemnifies PBV against third-party claims in respect of wages pursuant to Section 23 of the Foreign Nationals (Employment) Act and Sections 616a and 616b of Book 7 of the Civil Code.
- 19.5 The Supplier has the right to terminate the Assignment (or part thereof) immediately, without a notice period applying, if the Supplier has failed to comply with one or more of the obligations under paragraphs one (1) through four (4) of this Article, or has not done so in full.

Article 20. Market conformity

- 20.1 PBV has the right to have an independent expert hired by PBV (a "Benchmark") perform a study (an "Expert Opinion") each quarter for the purpose of compiling progress reports ("Supplier Dashboard"). The Supplier Dashboard enables the Parties to monitor how the agreed fees relate to those in the market during the provision of the Services. Both Parties will each quarter cooperate with the reasonable collection of data or other requests of the Benchmarker pertaining to the supply of information or data the Benchmarker requires to be able to carry out the Expert Opinion for the Supplier Dashboard.
- 20.2 If PBV has doubts about the market conformity of the fees charged by the Supplier, then PBV has the right to have the fees evaluated for the purpose of verifying whether the fees are competitive with those customary in the market for these Services at the moment that these Services are performed by the Supplier ("Benchmark").
- 20.3 Such an investigation into the Services and rates offered will take place for the first time after the end of the first year, after the Operational Phase has become effective.
- 20.4 The costs of the Benchmark will be borne by PBV is not obliged to allow the Supplier to inspect the results of the Benchmark.
- 20.5 Both parties cooperate with the reasonable requests of the Benchmarker pertaining to the supply of information or data the Benchmarker requires to be able to carry out the Benchmark.
- 20.6 Prior to the performance of the comparison, the Benchmarker will jointly discuss, explain and agree the Benchmark method with the parties. The Benchmarker will provide a written summary of the Benchmark method and will perform the Benchmark strictly on the basis of this method.
- 20.7 The Benchmarker shall carry out a comparison on the basis of generally accepted benchmarking processes and in accordance with the agreed Benchmark method. The Benchmarker compares Services performed under the Assignment with those performed for a group of comparable customers of the top twenty-five percent (25%) of the reference group in the same economic climate that are of a similar scope, nature, conditions, period, type and volume in fundamentally similar circumstances.
- 20.8 If PBV decides to share the results of the Benchmark with the Supplier, the Supplier is permitted to review and comment on them. If any points of dispute arise from this, the Parties will consult

about this and address and process these points of dispute in all reasonableness and, if necessary, adjust the results before requiring adjustment of the Fees on the basis of these results.

- 20.9 If the Benchmark Report indicates that the average of the total costs of the Services attributable to the benchmarked Services provided to those organisations from the top twenty-five percent (25%) of the reference group that are included in the Benchmark are higher than the benchmarked costs charged by the Supplier, no adjustment of the fees will be made.
- 20.10 If the Benchmarking Report indicates that the costs charged by the Supplier are higher than the compared costs of the group of comparable customers of the top twenty-five percent (25%) of the reference group, the Supplier shall within thirty (30) Working days submit a proposal for changing the fees in order to comply with the conclusions of the Benchmarking Report. Each change in the fees shall take effect thirty (30) days after the date on which the Supplier receives the proposal signed by PBV. The price changes do not have retroactive effect and apply only to the Services and Products concerned.
- 20.11 If the Parties are unable to reach agreement on an adjustment of the relevant fees acceptable to both Parties within a reasonable period of time, PBV will be entitled to terminate this Further Agreement and the Assignment(s) without being obliged to pay any (financial) obligation or compensation to the Supplier.

Article 21: Cooperation by PBV

- 21.1 PBV must ensure that the parties involved within PBV are aware, to the extent necessary, of the arrangements made between PBV and the Supplier. Where necessary, the Supplier will make information available for this purpose. The Supplier shall ensure that the Services are performed by expert personnel who are aware of the arrangements made.
- 21.2 PBV shall always provide all such information as may be useful and necessary for the performance of the Service in a timely fashion and shall make every effort to ensure that the information provided is accurate and complete. PBV will always give employees of the Supplier access to the locations where the work is to be performed or where the Services are to be provided.
- 21.3 PBV will not perform any acts or omissions that it knows or should reasonably have known would lead to a use of the Service that is punishable or unlawful vis-à-vis the Supplier and/or third parties.

Article 22 General provisions

- 22.1 Oral statements, promises or arrangements have no legal force, unless confirmed in writing.
- 22.2 This Master Agreement, any Further Agreements or any Assignments may only be amended or supplemented by means of documents signed by both Parties.
- 22.3 Neither of the parties is authorised to induce employees of the other party to realise any performance, or to make promises and the like, against any form of remuneration or gift to that employee, if such performance or promise would not have been realised or made, or would have been realised or made under other conditions, if such remuneration or gift would not have been provided. If (the personnel of) one of the parties acts contrary to the provisions of this Article, this party will forfeit an immediately due and payable penalty, which cannot be compensated, to the

other party of €10,000 per violation, without any demand or notice of default being required for any such violation. This penalty does not affect the other party's other rights, including the right to damages.

- 22.3 Without the prior written consent of the other party, the parties will not hire or otherwise employ the other party's employee(s) during the term of the Master Agreement. The Supplier warrants that the provisions of this paragraph will also be complied with by its Group Companies.
- 22.4 If any article of this Master Agreement, a Further Agreement or an Assignment is null and void or nullified, that article will be deemed to have been replaced by a provision to be agreed between the parties that approximates as closely as possible the intention that the parties intended when editing the invalid or nullified article, and the other articles of this Master Agreement, the Further Agreement and the Assignment will remain in full force and effect.
- 22.5 This Master Agreement, the Further Agreements and the Assignments constitute the entire agreement between the Parties and replace all previous agreements or arrangements, concluded in writing or verbally, between the Parties with regard to the subject matter thereof.
- 22.6 This Master Agreement, a Further Agreement or an Assignment is not exclusive. PBV retains the right to engage the Services and Products of third parties.
- 22.7 Claims against PBV with respect to this Master Agreement, the Further Agreements or an Assignment are only transferable with the prior written consent of PBV.
- 22.8 If, during the term of this Further Agreement, the control of one or more (business) parts of PBV changes, the relevant (business) part of PBV will be entitled to continue to purchase the Services from the Supplier for the remainder of the Further Agreement on the terms and conditions as included in this Further Agreement.

Article 23. Choice of law and forum

- 23.1 This Master Agreement, the Further Agreements and the Assignments are governed by the laws of the Netherlands.
- 23.2 The United Nations Convention on Contracts for the International Sale of Goods of 1980 (Treaty Series 1981, 184 and 1986, 61) does not apply.
- 23.3 Any dispute between the parties ensuing from or in connection with this Master Agreement, a Further Agreement or an Assignment will be exclusively submitted to the competent court at the District Court of The Hague.

Agreed and signed:

PBV Holding B.V.

ATLAN Software B.V.

_ Namer

Date:

Place:

22/01/2024

Appendix 1 PBV Business Principles
Sent separately

Appendix 2 Set of Guidelines for Suppliers and Contractors
Sent separately