

GENERAL TERMS AND CONDITIONS OF PURCHASE – ICT

de Volksbank N.V.

version of 18 October 2024

1. Definitions and interpretation

1.1 In these General Terms and Conditions of Purchase – ICT, the terms below have the following meanings:

Resolution Decision: a decision and the resolution measures taken in it, a crisis prevention measure or a crisis management measure, including any event that is directly connected with the application of such a measure, of the competent Supervisor to resolve de Volksbank, as well as acts preparing for and implementing the same pursuant to Recovery and Resolution Laws and Regulations;

General Terms and Conditions of Purchase – ICT or “ICT GTCP”: de Volksbank’s general terms and conditions of purchase – ICT, version of 18 October 2024;

GDPR: General Data Protection Regulation (EU) 2016/679;

Best Industry Practice: the observance of such standards, practices, skill, diligence, care and precautions as may be expected of a competent and experienced professional working in an equivalent or similar type of enterprise under equivalent or similar conditions;

de Volksbank: de Volksbank N.V.;

DORA: Digital Operational Resilience Act (EU) 2022/2554;

Services: the services the Supplier is to provide to de Volksbank pursuant to the Agreement, such as implementing Software, maintaining Software and/or making and keeping computer capacity and functionality available remotely, all as specified in the relevant Agreement. This definition includes **ICT Services:** digital and data services provided through ICT systems to one or more internal or external users on an ongoing basis, including hardware as a service and hardware services, and as defined in more detail in Article 3 DORA;

Group Company: a group company as referred to in Article 2:24b of the Dutch Civil Code;

Recovery and Resolution Laws and Regulations: European Regulation (EU) 806/2014 (the “SRM Regulation”), European Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended by Directive (EU) 2019/879 as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms (“BRRD”), as transposed into Dutch law, and the decrees and further regulations issued on that basis;

ICT-Related Incident:

a single event or a series of linked events unplanned by de Volksbank that compromises the security of the network and information systems, and has an adverse impact on the availability, authenticity, integrity or confidentiality of data, or on the services provided by de Volksbank;

Intellectual Property Rights: all current and future intellectual or industrial property rights, including, but not limited to, patent rights, trademark rights, design rights, copyrights, database rights, know-how and rights ensuing from the Dutch Trade Names Act (*Handelsnaamwet*);

Supplier: de Volksbank’s contracting party to the Agreement;

Licence: a right to use Software that the Supplier has granted to de Volksbank and its Group Companies, as specified in Clause 5 of the ICT GTCP;

Subcontractor: every third party, not being a Group Company of the Supplier or Staff of the Supplier, engaged by the Supplier to carry out and/or deliver a specific part of the Performance;

Agreement: the written agreement between the Parties to which the ICT GTCP have been declared applicable;

Staff: the Supplier’s employees, as referred to in Article 7:610 of the Dutch Civil Code, to be engaged, workers to be hired and/or self-employed persons to be contracted by the Supplier for the performance of the Agreement;

Party, Parties: the Supplier and de Volksbank each individually or jointly;

Personal Data: any information relating to an identified or identifiable natural person within the meaning of Article 4(1) GDPR;

Performance: the performance agreed in the Agreement, such as the performance of Services, the provision of a Licence, the supply of a Product or a combination of these;

Product: the products the Supplier is to sell and supply, such as servers or hardware, as specified in the Agreement;

Results: the results of performing a Service;

Service Levels: the performance level, such as availability, response times or resolution times, that the Services or any specific part of them must meet, as specified in the Agreement;

Software: a computer program as referred to in Section 10(1)(12°) of the Dutch Copyright Act (*Auteurswet*);

Supervisor: every authority appointed by the government that supervises compliance with laws and regulations by de Volksbank;

Confidential Information: all information that the Parties obtain from each other within the context of the performance of the Agreement and that they know or reasonably ought to know to be confidential in nature, expressly including, but not limited to, the substance of the Agreement and the Volksbank Data;

Data Processing Agreement: the data processing agreement within the meaning of Article 28 GDPR between de Volksbank as the controller and the Supplier as the processor;

Volksbank Data: all data and information, including Personal Data, that:

- a. de Volksbank (or any of its Group Companies) has made available to the Supplier or to its Subcontractor,
- b. the Supplier or its Subcontractor obtains, develops, produces or processes and that arises from the Performance and/or the Result, or
- c. has been created specifically within the context of the Agreement.

1.2 Unless otherwise provided in the ICT GTCP or in the Agreement, words denoting the singular also include the plural, and vice versa.

2. Applicability

2.1 The ICT GTCP form part of the Agreement and of all requests from de Volksbank to the Supplier and all offers and quotations the Supplier makes or submits to de Volksbank regarding the sale and delivery of the Products or Software and/or the performance of Services by the Supplier following the conclusion of the Agreement.

2.2 De Volksbank expressly rejects any reference by the Supplier to, and, consequently, the application of, any general terms and conditions of sale or other general terms and conditions or stipulations of the Supplier, however named.

2.3 Changes and additions to the ICT GTCP and/or the Agreement only apply if agreed between the Parties in writing. A change and/or addition to the ICT GTCP only applies to the relevant Agreement for which the change and/or addition has been explicitly agreed.

3. General requirements for Performance

3.1 Unless otherwise provided in the ICT GTCP or in the Agreement, every Performance is an obligation of result.

3.2 The Supplier will perform the Agreement in such a way that:

- a. the Performance and the Results are delivered or performed in accordance with Best Industry Practices; and
- b. the Performance and the Results always comply with applicable laws and regulations.

3.3 Unless otherwise provided in the Agreement, the dates and deadlines stated in the Agreement and the ICT GTCP are strict deadlines for the Supplier. Where these dates and/or deadlines are exceeded, the Supplier will be in default without a notice of default being required.

4. Services

Applicability

4.1 This Clause 4 applies if the Performance or any part of the Performance involves the performance of Services.

General requirements for Services

4.2 The Supplier will:

- a. perform the Services described in the Agreement and carry out all activities arising from this or necessary to perform the Services in accordance with the Agreement, even if those activities are not explicitly described in the Agreement;
- b. always structure its business operations in such a way as to, and will have adequate business assets at its disposal to, enable it to perform the Services in accordance with the Agreement;
- c. perform the Services in such a way that they comply with the Service Levels, if agreed;
- d. if making Software available is part of the Service, at de Volksbank’s first request provide all reasonable cooperation and information that de Volksbank and/or its Group Companies may reasonably require to enable a reasonably skilled professional to develop and maintain interfaces with this Software; and
- e. inform de Volksbank within 24 hours of ICT-Related Incidents related to the Services. The Supplier will assist and cooperate with de Volksbank in this regard. The Supplier will comply with this obligation without charging additional costs, unless the Supplier and de Volksbank agree a specific cost in advance.

Service Levels

4.3 If no Service Levels have been agreed during the formation of the Agreement and the Agreement covers the continuous performance of Services for a period of 6 (six) calendar months or more, de Volksbank will at all times be entitled to require the Supplier to make a proposal to supplement the Agreement with

Service Levels that are adequate, representative and in line with market practice in view of the nature of the Service. The Supplier will submit this proposal in writing within 14 (fourteen) calendar days of de Volksbank's request.

- 4.4 The Supplier's proposal referred to in Clause 4.3 will in any event include:
- service hours during which the Services are provided and/or are available to de Volksbank and its Group Companies;
 - key performance indicators (KPIs) relevant to the Services, such as availability of the Services and response and resolution times of incidents, with the corresponding minimum performance, target performance, measurement periods and measurement methods; and
 - service credits and other incentives to promote the performance of the Services in accordance with the Service Levels.
- 4.5 Every month, the Supplier will report to de Volksbank on the actual Performance compared with the Service Levels agreed. If the Supplier fails to meet one or more of the Service Levels agreed, the Supplier will be obliged to investigate and resolve the cause in order to perform the Services in accordance with the Service Levels. At de Volksbank's first request, the Supplier will also report to de Volksbank on the cause, the solution and any preventive measures taken or yet to be taken to prevent a recurrence. The provisions of this clause, the Service Levels and the service level agreement in which they are laid down do not affect any of de Volksbank's rights.
- Staff**
- 4.6 In principle, when performing the Agreement, the Supplier will exclusively deploy its own employees as referred to in Article 7:610 of the Dutch Civil Code. If the Supplier hires workers from a third party or contracts self-employed persons (whether or not through a third party) for the performance of the Agreement, it will ensure that the relevant terms and conditions stated in these ICT GTCP are imposed on all of its contracting parties. If the Supplier engages a third party's staff for the performance of the Agreement, it warrants that this third party has a correct Waadi registration as referred to in the Dutch Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs*; Waadi).
- 4.7 The Supplier will record all arrangements on terms of employment for Staff in a clear and accessible manner. At de Volksbank's first request, the Supplier will allow an independent accountant, bookkeeper or other expert to be engaged by the Supplier to inspect its accounting records, including payroll records, which the Supplier must have pursuant to Article 2:10 of the Dutch Civil Code, in order to verify its compliance with the obligations referred to in Clauses 4.6 and 4.7. The Supplier is obliged to follow reasonable instructions of the expert referred to in the previous sentence if and to the extent that the expert deems such necessary. The Supplier acknowledges that the obligation stated in this clause relates to de Volksbank's option to exculpate itself as referred to in the Dutch Labour Market Fraud (Bogus Schemes) Act (*Wet aanpak schijnconstructies*).
- 4.8 The Supplier guarantees that all wage tax and employee insurance contributions due regarding wage payments to Staff performing the work with regard to the Agreement have been reported in a self-assessment return and paid on time and in accordance with the statutory provisions, and that all wage payments meet the statutory requirements, including, but not limited to, the Dutch Minimum Wage and Minimum Holiday Allowance Act (*Wet minimumloon en minimumvakantiebijslag*) and, if applicable, the Placement of Personnel by Intermediaries Act and the Dutch Posted Workers in the European Union (Working Conditions) Act (*Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie*; WagvEU).
- 4.9 The Supplier guarantees that Staff it deploys to perform the Agreement will have any residence and work permits required throughout the period of their deployment and, as a result, guarantees that the Staff deployed may legally perform the work. In such a case, the Supplier and its Staff will cooperate in the performance of de Volksbank's own obligations under the Dutch Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen*) and related regulations.
- 4.10 The Supplier will fully impose the obligations arising from Clause 4.7 on all parties with whom or which it enters into contracts for the performance of the Agreement and will also stipulate that these parties subsequently fully impose those obligations on all parties with whom or which they, in turn, enter into contracts for the performance of the Services.
- 4.11 The Supplier guarantees that it will only deploy Staff that have the skills and qualifications agreed or necessary for the performance of the Service and/or delivery of Results, considering the nature of the Service(s) and/or the Results to be provided. The Supplier also guarantees that the Staff it deploys meet the requirements

that may be set in that regard for a comparable service provider as a reasonably competent and reasonably acting peer professional.

- 4.12 If de Volksbank has entered into the Agreement with a view to its performance by one or more specific persons, the Supplier will ensure that these persons are and remain in fact charged with its performance.
- 4.13 The Supplier will only replace Staff after having obtained written permission from de Volksbank. De Volksbank will not withhold its permission on unreasonable grounds. In terms of expertise and experience, the Supplier's replacement Staff must be at least equivalent to the Staff originally deployed. Cost increases as a result of the replacement of Staff on the Supplier's initiative will be borne entirely by the Supplier.
- 4.14 If de Volksbank is of the opinion that any of the Supplier's Staff do not meet the qualifications agreed or do not properly perform the work assigned under the Services, the Supplier will replace the Staff that do not meet the qualifications agreed or do not properly perform the work assigned under the Services with Staff that do meet the qualifications agreed, such after de Volksbank has submitted a written request to that effect to the Supplier. Cost increases that are the result of insufficient qualifications or quality of Staff will be borne entirely by the Supplier.
- 4.15 If the Supplier is to perform work at de Volksbank (whether or not remotely), before commencing this work the Supplier will inform de Volksbank of the identity of its Staff that will perform the work. At de Volksbank's request, the Supplier's Staff must produce valid proof of identity.
- 4.16 Before the Supplier's Staff performs work: i) at de Volksbank's premises, or ii) remotely in or with de Volksbank's systems, the Supplier is obliged to screen its Staff according to the screening procedure applicable at de Volksbank at that time. When preparing a schedule, the Supplier will take into account the time needed to complete this procedure, which de Volksbank will communicate when the Agreement is formed. De Volksbank is entitled to change this procedure from time to time. De Volksbank will inform the Supplier of such a change in a timely manner.
- 4.17 When asked to do so, the Supplier's Staff will participate in de Volksbank's ICT security awareness programmes and training courses on digital operational resilience.
- 4.18 During the term of the Agreement and for one year after it has ended, the Supplier is prohibited from taking over any staff of de Volksbank, other than with de Volksbank's prior written permission.

5. Software

Applicability

- 5.1 This Clause 5 applies if the Performance or any part of the Performance involves the Supplier making Software available to de Volksbank.
- General requirements for Software**
- 5.2 The Supplier warrants that the Software:
- meets the specifications laid down in the Agreement;
 - works in accordance with the documentation the Supplier has provided with the Software;
 - is suitable for the intended use that de Volksbank has communicated to the Supplier; and
 - on delivery of every version of the Software, is free of viruses, Trojan horses, time bombs and other programs that hinder or disrupt the performance of the Software or de Volksbank's systems or that affect the performance of the Software or de Volksbank's systems in any other way that de Volksbank did not intend; and
 - can be maintained by the Supplier for a period of at least 3 (three) years – or a period that has been included in the Agreement to that end – after the Software has been made available, such as de Volksbank's first request.
- Licence**
- 5.3 As regards all Software that the Supplier makes available for use by de Volksbank and that is not subject to the provision of Clause 10.1(a), the Supplier hereby grants de Volksbank the right to reproduce and disclose the Software for use within the context of the ordinary business operations of de Volksbank and its Group Companies, including:
- the right to make, save and regularly test copies of the Software and to keep them on hot standby in the event of an emergency;
 - the right to use the Software without any restriction or limitation in terms of location, equipment, duration or otherwise, including its use by third parties for de Volksbank and its Group Companies, provided that:
 - de Volksbank and/or its Group Companies perform these acts within the context of their ordinary business operations;

- ii. de Volksbank and/or its Group Companies do not lease the Software to third parties, do not sell copies of the Software and do not market the Software in any other way.
- 5.4 The Supplier grants the Licence for all new versions (however named), such as release updates or patches, that the Supplier makes available to de Volksbank or to which de Volksbank is entitled.
- 5.5 The Supplier may not terminate the Licence, unless de Volksbank acts contrary to the Licence and this is a ground for lawful rescission. If the Software has been made available in exchange for payment of a one-off amount, the Licence is valid in perpetuity. If the Parties have agreed a periodic fee for the Licence, the Licence and the associated payment obligation will automatically end if and when de Volksbank terminates the Agreement.
- Source code**
- 5.6 As regards all Software subject to Intellectual Property Rights that vest in de Volksbank pursuant to Clause 10.1(a):
 - a. the transfer also extends to the source code of the Software; and
 - b. the Supplier will make the source code of the Software available to de Volksbank.

6. Products

Applicability

- 6.1 This Clause 6 applies if the Performance or any part of the Performance involves the Supplier selling a Product to de Volksbank.

General requirements for Products

- 6.2 The Supplier warrants that a Product:
 - a. meets the technical and functional specifications laid down in the Agreement;
 - b. works in accordance with the documentation the Supplier has provided with the Product;
 - c. has the properties that de Volksbank could expect pursuant to the Agreement, also in view of the nature of the item and the statements the Supplier has made in this regard;
 - d. is of good quality and meets at least the customary requirements of soundness, fitness for purpose and workmanship and all statutory requirements and customary sector regulations regarding quality, safety, health and the environment; and
 - e. is free of defects and is suitable for its intended purpose.

Transfer of ownership

- 6.3 Ownership of the Products and/or parts (such as replacement and maintenance parts) supplied by the Supplier passes to de Volksbank when de Volksbank takes delivery of them.
- 6.4 In the event of exchange, return or replacement of a Product, ownership passes back to the Supplier when the Product is collected from de Volksbank for the exchange, return and/or replacement.

Delivery

- 6.5 Products are delivered Delivery Duty Paid in accordance with the Incoterms 2020. In the Agreement, de Volksbank designates the location where the Products are to be delivered. Delivery will take place in accordance with the delivery specifications established by de Volksbank.
- 6.6 The risk of damage to and loss of the Products passes to de Volksbank at the time of delivery.
- 6.7 The Supplier warrants that the Products are delivered without retention of title and free of any associated encumbrances, restrictions and/or rights or claims of third parties.
- 6.8 De Volksbank is not obliged to inspect the Products delivered or Software made available or to have them inspected after taking delivery of them, irrespective of anything the Supplier may have stipulated in an order confirmation, a quotation or a similar document, or in documents accompanying the delivery.

7. Volksbank Data

- 7.1 In the event that the Supplier gains access to Volksbank Data or processes or creates this data, the provisions of this Clause 7 apply.
- 7.2 The Supplier will comply with the GDPR when processing Volksbank Data.
- 7.3 In the event that the Supplier is a processor within the meaning of the GDPR, the Agreement is entered into under the condition precedent of formation of a Data Processing Agreement. Any non-performance of the Data Processing Agreement also constitutes non-performance of the Agreement.
- 7.4 If the Parties are joint controllers within the meaning of the GDPR, the Parties will enter into a separate agreement in which they make further arrangements with regard to Personal Data processing and protection. Any non-performance of this agreement also constitutes non-performance of the Agreement.

- 7.5 In the event that the Supplier is an independent controller within the meaning of the GDPR, the Agreement is entered into under the condition precedent that, during the formation of the Agreement, a section on Personal Data processing is included in the Agreement.
- 7.6 In the event of termination of the Agreement, insolvency, resolution or discontinuation of the Supplier's business operations or in other situations in which the Supplier's control over its business operations is limited, the Supplier will ensure unhindered access to, and recovery and return of, the Volksbank Data in an easily accessible format.

8. Prices and payment

- 8.1 The prices de Volksbank owes for the Performance are fixed during the term of the Agreement, are in euros and – if owed – are exclusive of VAT, unless the Parties have agreed otherwise in the Agreement. If the Parties have agreed in the Agreement that the Performance, the Product and/or the Service are exempt from VAT, the price is deemed to have been agreed inclusive of any VAT owed. The prices for Products are based on the delivery conditions for the Product, as follows from Clauses 6.5 to 6.8, inclusive, or another delivery method agreed between the Parties in writing.
- 8.2 The price agreed constitutes full compensation for the Performance and all rights de Volksbank obtains under the Agreement and full performance of the Supplier's obligations.
- 8.3 De Volksbank does not owe the price until the Performance has been carried out and/or delivered. Every payment de Volksbank makes before the date on which the amount is owed constitutes an advance payment.
- 8.4 Where invoices are based on subsequent calculation, the Supplier will properly itemise the relevant fees and charge them to de Volksbank in accordance with the provisions of the Agreement. The itemisation will include at least a statement of the number of hours spent and (to the extent applicable) the costs incurred and will be accompanied by documents that substantively support the invoices and demonstrate the need for the hours spent and costs incurred.
- 8.5 An invoice that complies with the provisions of the previous paragraphs of this Clause 8 and with the invoicing terms and conditions applicable at de Volksbank and that also meets the requirements stated in the Dutch Turnover Tax Act 1968 (*Wet op de omzetbelasting 1968*) (VAT invoice requirements) will be paid within 30 (thirty) days of receipt by de Volksbank.

9. Audits

- 9.1 De Volksbank and its Supervisors are entitled to conduct audits and inspections at the Supplier, its Group Companies and its Subcontractors. De Volksbank and its Supervisors may engage third parties for this purpose.
- 9.2 An audit or inspection may cover, for example, but not exclusively:
 - a. compliance with the Agreement;
 - b. compliance with relevant laws and regulations; or
 - c. major changes in facts or circumstances that may affect the performance of the Agreement and its continuation.
- 9.3 The Supplier will fully cooperate in an audit or inspection. This includes, but is not limited to, providing timely access to books, records and other data carriers and providing all data and information for the audit, and giving de Volksbank and/or a Supervisor, or a third party engaged by de Volksbank and/or a Supervisor, full access to the locations where all or part of the Performance is carried out.
- 9.4 If de Volksbank and/or a third party engaged by de Volksbank conduct the audit or inspection, the audit or inspection will be announced in writing in good time before the audit or inspection, along with details of the scope, procedures and frequency, and will be conducted in a manner that minimises disruption of the Supplier's business operations, unless this is not reasonably possible or would result in a situation where the audit or inspection is no longer effective, such as in the event of a suspicion of fraud.
- 9.5 The Supplier will impose obligations on its Subcontractors and Group Companies that are identical to those arising from this clause for the Supplier, including the duty to impose these obligations, in turn, on any further Subcontractors.
- 9.6 Each Party will bear its own costs incurred in connection with an audit. The Supplier is obliged to reimburse de Volksbank's reasonable costs incurred in connection with the audit if the reason for conducting the audit or the audit itself shows that the Supplier has failed to perform the Agreement to such an extent that de Volksbank could rescind the Agreement, such without prejudice to de Volksbank's other rights.

10. Intellectual Property Rights

- 10.1 All Intellectual Property Rights that may or will be exercised in respect of the Performance and/or the Results at any time and place vest in:
- de Volksbank in respect of the Results and/or the Performance to the extent that the relevant Performance and/or Result have been or are designed, developed or made specifically for de Volksbank and/or have been designed or are created under de Volksbank's guidance or supervision or based on its instructions;
 - the Supplier or a third party in all other cases. Without prejudice to the provisions of Clause 5.3, the Supplier hereby grants a right of use that is adequate for the use de Volksbank and its Group Companies intend to make of the Results and/or the Performance referred to in this paragraph.
- 10.2 By signing the Agreement, the Intellectual Property Rights referred to in Clause 10.1(a) are hereby transferred to de Volksbank, which transfer de Volksbank now accepts in advance, or created. To the extent that the transfer or creation of these rights requires a further deed at any time, at de Volksbank's first request the Supplier will immediately and unconditionally cooperate fully in this transfer or creation.
- 10.3 As far as necessary, the Supplier, also on behalf of its Staff, hereby waives any and all "personality rights" vested in it as referred to in Section 25(1)(a) to (c), inclusive, of the Copyright Act, to the fullest extent permitted by these regulations. The Supplier guarantees to de Volksbank that it is authorised to issue this waiver also on behalf of its Staff.
- 10.4 De Volksbank is and will remain exclusively entitled to all Volksbank Data generated by de Volksbank and its Group Companies.
- 10.5 The Supplier guarantees that the Performance does not infringe any Intellectual Property Rights or other rights of third parties.
- 10.6 The Supplier indemnifies de Volksbank and holds de Volksbank harmless from and against third-party claims regarding an actual or alleged infringement of Intellectual Property Rights of these third parties, including similar claims with regard to know-how, unfair competition and the like, if the claim results from the delivery or use of the Performance and/or the Results. The Supplier indemnifies de Volksbank and holds de Volksbank harmless from and against any and all loss, damage and costs that de Volksbank might be ordered to pay in such proceedings, as well as the costs of those proceedings themselves, including, but not limited to, the costs incurred when obtaining legal advice in that connection. At de Volksbank's first request, the Supplier will put up a defence in all proceedings that might be initiated against de Volksbank in connection with the Performance and/or the Results on account of infringement of a third party's Intellectual Property Rights.
- 10.7 In the event of alleged infringement of a third party's Intellectual Property Rights, at its own expense the Supplier will take all measures that may help to prevent stagnation of de Volksbank's business operations and to limit the costs de Volksbank is to incur and/or the loss or damage it is to suffer as a result.
- 10.8 The provisions of this Clause 10 are without prejudice to any other rights of de Volksbank.

11. Confidentiality

- 11.1 The Parties will not disclose the other Party's Confidential Information to third parties in any way, save to the extent that any statutory provision or court decision requires them to disclose the information.
- 11.2 Where Confidential Information will be disclosed in accordance with Clause 11.1, before making such a disclosure the relevant Party will inform the other Party in writing of the information it will disclose and of all circumstances under which it will do so, to the extent permitted under the applicable laws and regulations. Furthermore, it will consult with the other Party to discuss options to prevent or reduce the extent of the disclosure, to the extent permitted under the applicable laws and regulations.
- 11.3 Each Party is entitled to disclose to its staff and Subcontractors the Confidential Information they must be able to take note of with regard to the performance of the Agreement, on condition that this Party has imposed a contractual obligation on them to keep the Confidential Information confidential in accordance with this Clause 11.
- 11.4 Third parties as referred to in Clause 11.1 are not:
- external legal and tax consultants and accountants of a Party;
 - de Volksbank's Group Companies, provided that an equivalent confidentiality obligation has been imposed on the relevant Group Companies to which Confidential Information is disclosed;
 - the Supplier's Group Companies, provided that an equivalent confidentiality obligation has been imposed on the relevant Group Companies to which Confidential Information is

disclosed and sharing the Confidential Information with the relevant business units or Group Companies is necessary for the performance of the Agreement.

- 11.5 Information is not deemed to be Confidential Information if the information:
- is publicly available or has been taken from public publications and this is not due to non-compliance with the provisions of this Clause 11;
 - was demonstrably in the other Party's lawful possession when the information was provided; or
 - has been obtained by the other Party from a third party that is not bound by a confidentiality obligation regarding the information or that is not acting contrary to such an obligation.
- 11.6 At the written request of either Party, the other Party will (i) return, (ii) destroy or (iii) delete all or any part of the Confidential Information it has received from the requesting Party, to the extent that this is practically and technically possible or reasonably feasible and to the extent that the receiving Party is not obliged to retain such Confidential Information pursuant to applicable laws, rules or regulations and no such obligation has been imposed by a competent judicial, government, supervisory or regulatory authority. Within one week of the aforementioned request, the Parties will confirm in writing that the Confidential Information has been returned, destroyed or deleted, respectively.
- 11.7 In the event that the provisions of this Clause 11 are breached, the Supplier will owe de Volksbank an immediately payable penalty of €50,000 (fifty thousand euros) per event.

12. Liability

- 12.1 In the event that a Party is liable, the liable Party will be obliged to compensate for the loss and damage in accordance with the relevant provisions of the law, subject to the restrictions and exclusions included in this Clause 12.
- 12.2 The liable Party's obligation to pay compensation is limited to the higher of:
- (i) 200% of the total compensation de Volksbank owes or will owe under the Agreement for all events together, or (ii) if the Agreement is a continuing performance contract with a term of more than one year: 200% of the total compensation de Volksbank owes or will owe in the relevant contract year in which the liability arises, for all events occurring in that contract year together;
 - €1,000,000; and
 - the amount that will be paid under the insurance referred to in Clause 12.7.
- 12.3 The restrictions included in Clause 12.2 do not apply:
- to the Supplier's obligation to pay compensation that is connected with or that arises from an indemnification obligation of the Supplier agreed in the Agreement and these ICT GTCP;
 - if de Volksbank's loss and damage is a penalty that a Supervisor has imposed on de Volksbank;
 - to any attributable breach of Clause 11 (Confidentiality).
- Indemnity**
- 12.4 The Supplier indemnifies de Volksbank against any and all claims from the Tax Administration, the Netherlands Labour Authority or any other party in respect of taxes, social insurance contributions (regarding both the employer's share and the employee's share) and penalties and interest imposed in connection with the work performed by Staff within the context of the Agreement. Should de Volksbank nevertheless be faced with one or more claims as referred to in the previous sentence, de Volksbank will recover the debt from the Supplier or demand compensation from the Supplier.
- 12.5 The Supplier indemnifies de Volksbank against any and all direct claims, penalties or additional tax assessments that might arise for de Volksbank from the Supplier's non-performance of the obligations stated in Clauses 4.6 to 4.14, inclusive, and against all further costs and/or loss and damage arising from this, and against any and all direct claims that Staff could assert against de Volksbank on any basis.
- 12.6 In all respects, the Supplier is responsible and liable for the acts and omissions of third parties, including, but not limited to, the Supplier's Staff and Subcontractors, it engages within the context of the Agreement, and the Supplier will indemnify de Volksbank against all loss, damage and costs caused by these third parties.
- Insurance**
- 12.7 The Supplier has taken out and will maintain adequate insurance against the risk of all liability, with in any event public liability insurance that provides cover of at least €2,500,000 per claim, with an annual benefit of €5,000,000, and, if applicable, supplemented with professional indemnity insurance that provides cover of at least €1,000,000 per claim. On first request, the Supplier will present de Volksbank with certificates of the

insurance as evidence of the insurance and the sum insured. When asked to do so, the Supplier will immediately present de Volksbank with proof of premium payments for this insurance and will inform de Volksbank of any previous claims made under the policy or policies in the current policy year.

13. Term and termination

- 13.1 The term of the Agreement is specified in the Agreement.
- 13.2 If the Agreement is solely a contract to purchase a Product, the Agreement cannot be terminated by giving notice.
- 13.3 In all cases other than those referred to in Clause 13.2, de Volksbank is at all times entitled to terminate the Agreement with immediate effect by giving written notice. Termination by de Volksbank does not entitle the Supplier to compensation for any loss or damage. If de Volksbank exercises its right of termination before the fixed term of the Agreement has expired, de Volksbank will not be obliged to pay any fees or compensation that would have become due and payable after the time of termination of the Agreement by giving notice and the expiry of the term. The above does not affect de Volksbank's payment obligation that the Parties have explicitly agreed in writing in the Agreement to provide for compensation in the event that de Volksbank terminates a continuing performance contract with a fixed term prematurely.
- 13.4 In addition to the provisions of Clause 13.3 and subject to the provisions of Clauses 16.9 and 16.10, the other Party has the right to rescind the Agreement in full or in part with immediate effect in the event that:
- the other Party applies for suspension of payment or provisional suspension of payment, this is applied for for the other Party, or the other Party is granted suspension of payment or provisional suspension of payment;
 - the other Party files for its bankruptcy, its bankruptcy is filed for, or it is declared bankrupt;
 - the other Party's business activities have been terminated;
 - a substantial part of the other Party's assets are seized and this has a materially adverse impact on the performance of the Agreement, or the other Party cannot be deemed to be able to perform its obligations under the Agreement any longer as a result.
- 13.5 The Supplier's termination options are limited to the powers assigned to it in these ICT GTCP and the Agreement.
- 13.6 All provisions of the Agreement or the ICT GTCP that, in view of their contents, are intended to have effect between the Parties even after termination or expiry of the Agreement will remain in force between the Parties even after such termination or expiry. These obligations include, but are not limited to, the obligations stated in Clauses 7 (Volksbank Data), 10 (Intellectual Property Rights), 11 (Confidentiality), 12 (Liability), 14 (Exit assistance) and 16 (Applicable law and disputes).

14. Exit assistance

- 14.1 If the Agreement ends in full or in part for any reason (whether prematurely or otherwise), at de Volksbank's first request the Supplier will:
- cooperate in the actual transfer of the Performance to de Volksbank or a third party designated by de Volksbank;
 - transfer files, including the Volksbank Data, with regard to the provision of the Services and/or the Performance to de Volksbank or another supplier designated by de Volksbank;
 - transfer all relevant files, data, Volksbank Data and other information in an accessible manner and in a manner that is generally accepted in the IT sector;
 - transfer de Volksbank's know-how and provide exit assistance, to the extent necessary to ensure a simple and smooth transfer of the Services and/or the Performance to de Volksbank itself or to a third party designated by de Volksbank without inconvenience and/or interruption of activities.
- 14.2 The Supplier will perform the work referred to in Clause 14.1 in exchange for the rates/fees specified in the Agreement. The work referred to in Clause 14.1 will be performed free of charge if de Volksbank has terminated the Agreement on account of the Supplier's attributable failure.
- 14.3 If the Agreement relates to the performance of Services and the term of the Agreement is more than one year, de Volksbank will be entitled to instruct the Supplier to continue to perform these Services for up to one year after termination of the Agreement, subject to the same conditions and the same fees as agreed in the Agreement.

15. Security

- 15.1 With regard to Products, Services, Software and/or Volksbank Data, the Supplier will implement, maintain and, where necessary, alter appropriate technical and organisational measures to ensure the availability, authenticity, integrity and confidentiality of the Products, Services, Software and/or Volksbank Data at all times.

- 15.2 In this regard, the Supplier will apply generally accepted industry standards of the Dutch National Cyber Security Centre, the Netherlands Standardisation Forum, NIST, CIS and OWASP in at least the fields of identity & access management, hardening, cryptography, vulnerability & patch management, network security, security monitoring and customer interaction, unless otherwise agreed in writing between the Parties.
- 15.3 At least once a year, and in any event with each major update of the Software, the Supplier will perform a penetration test on the Software that it offers to its customers as its standard software and that, therefore, it has not designed, developed or made specifically for or under the guidance or supervision of de Volksbank. The Supplier will give de Volksbank digital access to the outcome of the penetration test (or to a summary of the same) within 30 days of the report becoming available.
- 15.4 The Supplier gives permission for the performance of a penetration test by de Volksbank or third parties engaged by de Volksbank. The purpose of such a test is to detect any vulnerabilities in the Supplier's Product, Software, Services and/or ICT systems or other systems. If the penetration test reveals that the Supplier's Product, Software, Services and/or ICT systems or other systems contain vulnerabilities, the Supplier will take adequate measures as soon as possible to remove these vulnerabilities at its own expense. De Volksbank will not be liable, and/or will not be liable to pay compensation, to the Supplier for any loss, damage or consequences that arise directly or indirectly from and/or that are directly or indirectly related to a penetration test performed by de Volksbank or a third party engaged by de Volksbank as referred to in Clauses 15.3 and 15.4.
- 15.5 The Parties will treat information that the other Party provides before, during or after the performance of the penetration test and/or advanced penetration tests in confidence if this information has been marked as confidential or if the recipient knows or reasonably should suspect that the information is intended to be kept confidential, subject to the provisions of Clause 11. The Supplier gives permission to share information from such tests with de Volksbank's supervisory authorities and third parties conducting audits on de Volksbank's instructions.
- 15.6 The Supplier will make a publicly findable contact point available where vulnerabilities can be reported in accordance with the recommendation of the National Cyber Security Centre, and will allow third parties to test Services and/or ICT systems or other systems unannounced, possibly subject to reasonable rules drafted by the Supplier. In addition to the publicly findable contact point, the Supplier will also make a direct channel available where escalations from de Volksbank can be reported. The Supplier undertakes to resolve reports made through the publicly findable contact point within a reasonable period or to formally accept them (temporarily) at the Supplier's expense (no later than within 60 days or faster in accordance with the recommendation of the National Cyber Security Centre), with the person reporting the vulnerability being kept abreast of the progress made with the solution.

16. Miscellaneous

- 16.1 If a provision is to be regarded as a penalty clause as referred to in Article 6:91 of the Dutch Civil Code, including service credits, this does not affect de Volksbank's other rights, such as the right to performance and the right to compensation.
- 16.2 The Supplier is not authorised to suspend its obligations arising from the Agreement.
- 16.3 The Supplier will notify de Volksbank in writing without delay if it is unable, or expects to be unable, to perform one or more of its obligations under the Agreement at the time agreed or within the period agreed.
- 16.4 To deliver the Performance, the Supplier may only use Subcontractors and/or replace a Subcontractor with de Volksbank's prior written permission. De Volksbank may attach further conditions to the engagement of a Subcontractor. De Volksbank will not refuse its permission on unreasonable grounds.
- 16.5 In the event that the Supplier uses Subcontractors to perform the Agreement, the Supplier will be obliged to supervise them. The Supplier will remain responsible for the continuous performance of the Agreement, including any further parties engaged by Subcontractors. On de Volksbank's instructions, the Supplier will provide insight into the entire chain of subcontracting for each Subcontractor, stating: a) the full legal name and LEI code or other code of each Subcontractor; b) its business address; and c) the delivery locations of the ICT Services and the processing locations and storage locations of Volksbank Data.
- 16.6 The Supplier is aware that de Volksbank is regulated by Supervisors pursuant to the applicable regulatory legislation. The regulatory legislation obliges de Volksbank to provide information – within the period specified by the Supervisor – that the relevant

Supervisor requires to perform its duties. If de Volksbank needs information present at the Supplier or the Supplier's external chartered accountant to comply with this obligation, at de Volksbank's request the Supplier will provide this information in writing as soon as possible, but no later than within a reasonable period to be set by de Volksbank.

- 16.7 The Supplier confirms and agrees that any acquisitions, divestments or other changes to de Volksbank's structure or ownership will not have an adverse impact on the prices agreed with de Volksbank or the other terms and conditions of the Agreement, including the ICT GTCP.
- 16.8 The Supplier will not mention the Agreement or the Performance in publications (including press releases) or advertising statements either implicitly or explicitly and will not use de Volksbank's brands and/or trade names as a reference, unless it has obtained de Volksbank's prior written permission.
- 16.9 If de Volksbank sells any part of its activities to a third party or if a Group Company of de Volksbank ceases to be a Group Company of de Volksbank (hereinafter a "Divested Entity"):
- a. at de Volksbank's request, the Supplier will continue to provide all or part of the Services and/or the Performance to the Divested Entity for a period of no more than twelve (12) months. In that case, the Divested Entity or the relevant third party will enter into a separate agreement with the Supplier, the terms and conditions of which will only differ from the terms and conditions of this Agreement if this is reasonably required. The fee payable with regard to the provision of the Services and/or the Performance to the Divested Entity will not increase, save to the extent that this turns out to be necessary in connection with increased or additional costs due to changes to the Services and/or the Performance at the Divested Entity's request;
 - b. the Agreement will be terminated or reduced in part, specifically the parts of the Agreement that relate to the relevant Divested Entity, without this giving rise to any penalty payments or claims for compensation for partial termination.
- Resolution Decision**
- 16.10 The Supplier will provide all necessary cooperation to Supervisors, resolution authorities and persons they have designated, specifically within the context of the powers of Supervisors and resolution authorities as referred to in Article 63(1)(a) and (d) and Articles 33a, 68, 69, 70 and 71 BRRD (as implemented in Sections 3a:20b to 3a:20e, inclusive, Section 1:76b(1) and Sections 3a:52 to 3a:55, inclusive, of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*; Wft)) and Article 65(3) of Directive 2013/36/EU (CRD), partly in respect of the Supplier's material obligations arising from the Agreement, which articles and sections apply by analogy to all Agreements between the Supplier and de Volksbank.
- 16.11 If and when a Resolution Decision is taken with regard to de Volksbank, and on condition that the material obligations under the Agreement (including due and payable payment obligations) are complied with by or on behalf of de Volksbank:
- a. the Supplier will not be entitled to terminate the Agreement prematurely or to suspend any rights, to make modifications, to set off, to seize assets or to create a right on de Volksbank or to exercise similar rights as a result of such a Resolution Decision;
 - b. the Supplier now, in advance, agrees to a takeover of the Agreement by a third party as referred to in Article 6:159 of the Dutch Civil Code and, based on the Agreement, the Supplier will assist in the transfer (or termination by de Volksbank) of the Services to ensure an orderly transfer of the Services to a new customer or a new service provider. Where necessary, including in the event of termination during resolution/reorganisation, the Supplier must ensure continuity of the Services under the same conditions, in any event for a period of up to 24 months after the Resolution Decision;
 - c. if a business unit of de Volksbank is transferred to a third party ('divested'), at the request of (or on behalf of) de Volksbank the Supplier will continue to provide the Services under the terms and conditions of the Agreement for a period of up to 24 months after the transfer;
 - d. de Volksbank will retain access to the Services involved, or at least to the assets needed for the Service (such as leases or licence agreements, patents, IT systems and physical goods), in the event of resolution or restructuring;
 - e. any temporary suspensive or restrictive measures taken by a resolution authority, as stated in Clause 16.9 above (pursuant to Articles 33a, 69, 70 and 71 BRRD), do not constitute "non-performance" of material contractual obligations by de Volksbank, to which reference is made in Clause 16.10.

United Nations Convention on Contracts for the International Sale of Goods.

- 17.2 Any and all disputes arising from or related to the Agreement will be submitted exclusively to the Midden-Nederland District Court, Utrecht location.

17. Applicable law and disputes

- 17.1 The Agreement is governed by Dutch law, to the express exclusion of the rules of private international law, including the