Greenstep – GENERAL TERMS

1. Parties and services subject to the contract

1.1 The “service provider” and the “client” refer to the parties specified with the business IDs in the contract. Services agreed to be provided by the service provider are specified in the offer and/or the service description. The parties may expand the contract to include also other services offered by the service provider by confirming these by e-mail. These terms also cover any other services or solutions provided by the service provider, unless otherwise agreed.

2. Validity of the contract

2.1 The contract comes into force when the parties have signed it, and the service provider has completed the customer due diligence process. The service extensions, if any, are valid as specified when the client has approved the service provider’s offer or the service provider has confirmed the client's service order.

2.2 The service provider has the right to request an advance payment from the client for justified reasons, such as credit risk. If a “proof of concept” for the service has been carried out based on materials and/or instructions from the client before the contract comes into force, that work can be invoiced according to the price list, unless otherwise agreed.

2.3 The contract is valid for an indefinite period, unless otherwise agreed. Either party may terminate the contract or any part of the services provided under it by giving written notice at least one (1) month in advance. This notice period applies to both parties and is valid, unless otherwise agreed.

3. Basic Information

3.1 The client shall ensure that the service provider always has current basic information about the client for purposes of customer due diligence and provision of services. These include, for example, contact and invoicing details as well as any other relevant information required for service production purposes or by the applicable legislation.

3.2 If necessary, the service provider is authorised to share and transfer relevant client-related information with Greenstep Group companies for service production purposes.

4. Prices and charges

4.1 The charges for services are determined by the contract and the service provider’s price list throughout the contract period. The services will be invoiced monthly as the work progresses, unless otherwise agreed. The prices do not include value added tax or other applicable indirect taxes which will be added to the invoice, unless otherwise stated.

4.2 The payment term is fourteen (14) days. Interest for delayed payment shall be charged in accordance with the applicable law for delayed payments as well as collection expenses.

4.3 In addition, the service provider has the right to invoice necessary and reasonable other costs related to the service, unless otherwise agreed. These include additional work, fees, and other costs. Additional work may cover, but is not limited to, necessary services not included in the standard service description, changes caused by the system provider, handling of delayed materials, and any extra work necessitated by statutory or regulatory changes or updates in industry recommendations. Other fees and costs may include, but are not limited to, travel expenses as well as fees from authorities.

4.4 The service provider is prepared for and committed to performing the agreed services until the end of the contract. Unless otherwise agreed, the service provider has the right to charge for the service fees and other possible direct costs, such as software licenses, also from the notice period, even if no services would have been rendered during that time.

5. General responsibilities and obligations

5.1 Under this contract, none of the client's legal obligations are transferred to the service provider by means of this contract.

5.2 The client is responsible for all of its liabilities and for the currency, correctness and adequacy of the material handed over and for archiving the necessary material as well as the client’s own physical and IT environment. The client is

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responsible for interpreting matters related to its business and materials, including understanding information, assessing implications, making informed decisions, and seeking expertise in essential and extraordinary matters, unless otherwise agreed.

5.3 The service provider is responsible for ensuring that the services are provided in accordance with the contract terms and that they are performed carefully with the professional competence required by the task and following applicable laws and regulations.

5.4 If the services include third-party services, solutions, licenses, systems or alike, the service provider will provide these to the client on an "as is" and “as available” basis, and they shall be subject to the applicable terms of service established by the respective third party.

5.5 Each party is responsible for their subcontractors’ activities as for their own. The party's obligations towards the other party and the terms regarding the limitations of liability are in place also for the benefit of the other party's subcontractors, personnel, owners, and management.

6. Processing of personal data

6.1 The provisions under this section (“DPA Terms”) apply to the processing of personal data by the processor on behalf of the controller unless a separate service-specific data processing agreement (“DPA”) has been concluded between the parties.

6.2 “Personal data” refers to any information relating to identified or identifiable natural person (“data subject”) that the processor receives, accesses, or processes on behalf of the controller in connection with the service. The “controller” is the entity that determines the purposes and means of the processing of personal data, while the “processor” is the entity that processes personal data on the behalf of the controller. These definitions follow the use and interpretation in the European Union’s (EU) General Data Protection Regulation ("GDPR", Regulation 2016/679). The “Data Protection Legislation” refers to any applicable laws of the EU and its member states concerning the protection of personal data.

6.3 The client acts as the controller with respect to their personal data, whereas the service provider functions as the processor. The controller shall comply with all obligations under the Data Protection Legislation in relation to the processing of personal data. These DPA Terms do not transfer the controller's statutory obligations to the processor. Each party undertakes to ensure that their personnel and subcontractors processing the personal data are under obligations of confidentiality.

6.4 The processor shall process personal data in compliance with the applicable Data Protection Legislation and follow the controller's documented instructions unless such instructions violate the law. If this occurs, the processor shall notify the controller in writing. The controller instructs the processor to process personal data only in compliance with applicable laws and to fulfil contractual obligations.

6.5 The processor may process the following categories of data subjects for the purposes of the applicable service (including, but not limited to):

- the client’s personnel and management- the entity’s clients and vendors for governance, administration and invoicing purposes

6.6 The processor may process the following types of personal data (including, but not limited to) for the purposes of the applicable service:

- contact information: name and contact details

- employment data: job title

6.7 The processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks of processing of personal data. The processor shall assist the controller, where possible and reasonable, by appropriate technical and organisational measures in ensuring compliance with the controller’s obligations under the Data Protection Legislation, including responding to requests for exercising data subject’s rights.

6.8 If the controller requests information or assistance beyond what the Data Protection Legislation requires, and this causes extra work for the processor, the processor may charge the controller for these additional services.

6.9 The processor shall notify the controller without undue delay after becoming aware of a personal data breach related to personal data

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processed under the contract. The notification shall include available and relevant details about the breach in accordance with the Data Protection Legislation.

6.10 The processor does not respond directly to the requests of the data subjects unless the controller has authorised the processor to act in this way. The processor does not give access to the personal data processed on the basis of these DPA Terms to authorities other than as required by law, for example by a court decision or other similar order. In addition, the processor shall inform the controller of any requests made by data subjects or authorities to access personal data, unless prohibited by law.

6.11 The processor may use sub-processors to provide the service to the controller. A list of sub-processors shall be available upon request. The processor has the right to change sub-processors during the term of the contract. The processor informs in advance of changes in sub-processors. The controller has the right to object to such changes for a justified reason. The controller must notify the objection without undue delay after the controller receives information about the change from the processor. If the parties cannot reach an agreement with regards to the change or addition of a sub-processor, the party has the right to terminate the contract without a notice period.

6.12 The processor shall not transfer any personal data to any country outside of the European Economic Area (EEA) unless the transfer is made to a country considered as a place giving an appropriate level of protection by the European Commission, or subject to such other data transfer mechanism or protections that are approved and accepted by the applicable Data Protection Legislation taking into account the requirements of the competent authorities.

6.13 The controller may, at its own expense, audit the processor's compliance with these DPA Terms no more than once a year. The controller may request the audit to be performed more often if the legislation applicable to the controller requires this. If the content of the requested audit has been covered in an audit report or certificate issued by a third party during the preceding twelve (12) months, and the processor confirms that no essential changes have occurred in the audited procedures, the controller undertakes to accept the results of the report and does not require the procedures contained in that report to be re-audited.

6.14 When requesting an audit, the controller must present the processor with a detailed audit plan, which shows the planned scope, duration and start date of the audit, at least four (4) weeks before the planned start time of the audit. Should a third party be engaged to conduct the audit, mutual agreement between both parties is required. The individual performing the audit must sign a non-disclosure agreement. If data processing takes place in an environment that is used by the processor's other clients or other third parties, the processor may demand that for security reasons the audit is performed by an objective third party chosen by the processor. The audit must be carried out during normal working hours on site in accordance with the processor's own practices and it must not unreasonably disrupt the processor's business. The controller is responsible for all costs of the requested audits. The processor has the right to charge the controller for such assistance in order to comply with the applicable Data Protection Legislation, which exceeds the service provided by the processor to the controller in accordance with the DPA Terms or the contract.

6.15 If the data subject suffers damage due to a violation of the Data Protection Legislation, both parties are responsible for the damage caused to the data subject themselves in accordance with the applicable Data Protection Legislation. Each party is responsible for any administrative fines imposed by the supervisory authority in accordance with the applicable Data Protection Legislation.

6.16 In other respects, the liability related to the breach of the contract or non-compliance with GDPR requirements is stipulated in Section 8 of the Greenstep General Terms.

7. Error in the service and notice

7.1 The service provider shall immediately notify the client of errors identified in the materials provided by the client. The service provider is, however, not liable to assess or correct the contents of the materials provided by the client, unless otherwise agreed.

7.2 If there is an error in the service provided by

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the service provider, the client shall immediately notify of it. In this case, the service provider has the right and obligation to correct the error without cost and undue delay. If the client fails to notify an error it has noticed or should reasonably have noticed, the client does not have the right to make a claim based on that error. The client shall, if needed, and at its own expense, grant the service provider access to the systems and files necessary to correct the error.

7.3 The service provider is not liable for compensation, if the damage results from insufficient, incorrect, or delayed information from the client, or for another reason caused by the client, or if the damage has been caused by an employee of the client or some other party than the service provider.

8. Limitation of liability to direct damage and its maximum amount

8.1 Each party shall be liable to compensate the other party for any direct damages incurred as a result of a breach of this contract.

8.2 The maximum amount of liability of the party per the client's financial period is lower of the following:

a) invoiced amount for the applicable services during the six (6) months immediately preceding the occurrence of the damage event, or

b) twenty-five thousand (25.000) EUR.

The above-mentioned maximum amounts limiting the party's liability apply unless another maximum amount of liability has been separately agreed upon in writing.

8.3 The service provider is responsible only for its own activities related to the relevant service per the company in question. The service provider is not liable for the damages caused by the inadequateness, incorrectness or tardiness of the information, instructions or of the material provided by the client, or damages attributable to the client. Nor shall the service provider be liable for damages caused by the fact that the client or somebody acting on its behalf, other than an employee of the service provider, has not followed the applicable laws or regulations or the applicable contract terms. The service provider is never responsible for the client's commercial or managerial decisions.

8.4 Neither party is liable for indirect damages such as loss of income, turnover, or markets, interruption of production or service, loss of profit or other similar damage to the other party.

8.5 If a party has compensated a data subject for the damage caused by a violation of the applicable Data Protection Legislation pursuant to a final decision, that party has the right, with no limitation for the liability, to recover from the other party involved in the same data processing their share of the compensation paid to the data subject in accordance with the applicable law.

8.6 Limitations of liability do not apply to damages that have been caused intentionally or with gross negligence.

8.7 Should a third party file a claim for damages based on the services or the contract, the other party must be notified of this without delay. If the service provider is liable to pay damages to a third party, the client shall compensate the service provider for the damage to the extent it is not due to the service provider's error or neglect under the contract.

8.8 The service provider is obligated to maintain valid liability insurance. The client authorises that the service provider shall communicate with the insurance company and provide all necessary information and materials required for claim handling in the event of damage. Additionally, the client shall contribute, on its own behalf, any relevant information needed to enable the insurance company to assess the scope, nature, and extent of the damage.

8.9 The party shall submit a claim for damages in writing and without delay. If a specified claim has not been made to the other party within thirty (30) days from notifying of the damage or from the time the party should reasonably have noticed it, no compensation will be paid. In addition, no compensation will be paid if the claim is made more than three (3) years after the provision of the services in question.

9. Confidentiality and information security

9.1 Both parties shall keep confidential business secrets and other confidential information disclosed to them during the service provision regarding the other party and its affiliated companies. This information may not be used for any purpose other than the fulfilment of the

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contract. The offer and order confirmation with its terms as well as plans and other material contained in them, are considered confidential information. The aforementioned obligations will remain in force after the contract has been terminated. The parties ensure that their personnel and subcontractors also commit to confidentiality.

9.2. The client consents the service provider to use the client's logo, logo type, and name as well as nature of the service in Greenstep Group's marketing materials.

9.3 The parties commit to ensure proper anti-virus protection, firewalls, and other necessary information security solutions with an appropriate level of security in order to, e.g., protect personal data against illicit and illegal processing and unintentional spreading and modification.

9.4 The parties accept that electronic means of communication can be used, although the sender must ensure that the transfer is secure (e.g., the transfer of personal data is encrypted).

9.5 The service provider has the right to retain copies of the materials it has drawn up as well as data regarding the client relationship for at least ten (10) years after the contract has ended, unless otherwise required by mandatory legislation.

10. Rights to the material and service results

10.1 All intellectual property rights to material, databases and solutions produced by the service provider (including, but not limited to, system integrations, add-ons, analytics and reporting models, robotics functions, service-specific document templates and similar) belong to the service provider, when the services have been produced with software and/or solution(s) developed, owned or licensed by the service provider.

10.2 However, Section 10.1 does not affect the client's ownership rights to any materials it has supplied to the service provider. In instances where services are provided using software purchased or developed by the client and subsequently made accessible to the service provider, all rights to the resulting materials and databases shall remain with the client.

10.3 Against the fees paid, the client and its group companies have right to use the material provided by the service provider under the contract in the client's own internal, non-competing operations or activities. Under this right of use, the client is permitted to copy, utilise, and modify the material.

10.4. Regardless of which party possesses the rights to the materials, the service provider is permitted to generate and publish sector-specific, company form-specific, or comparable types of data by aggregating information from multiple clients. By aggregating the data, no specific client, their staff or partners, or any personal data governed by the Data Protection Legislation is identifiable, and business secrets remain protected. In addition, the service provider may use the client's data to provide and develop services for the client.

10.5 The service provider has the right to retain any materials in its possession that it has prepared on the basis of materials provided by the client or otherwise, until all amounts owed by the client have been paid in full, except where bankruptcy or other compulsory laws require otherwise. A reasonable fee for physical or electronic storage of material may be charged.

11. Recruiting

11.1 In order to protect the legitimate business interest of the parties, neither party is allowed, without the consent of the other party, to hire, or include to its interest group, a person that is or has been employed by the other party and who has participated in a significant way in the tasks related to the services provided by the service provider, or to make any other arrangements to obtain services of such person until nine (9) months has passed from the date the service provider last provided services to the client or from the date that the employment relationship of such person with the party in question terminated with the other party. Unless otherwise agreed, the party in breach of this recruitment restriction must pay the other party compensation in the amount of twelve (12) months of gross salary of the person in question.

12. Changes

12.1 If it has been agreed that the service provider

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is only entitled to use a specified person for production of the service, and the person in question is not available as per the contract for reasons beyond the service provider's control, the service provider is obligated to designate another equally qualified individual for the service in question. If the service provider is not able to designate another person, or the client does not approve of the suggested person for a grounded reason, both parties have the right to terminate the contract effective immediately by providing written notice. Work performed until that effective termination date will be invoiced as per the contract.

12.2 The service provider reserves the right to change its terms, service description(s) and price list. The client shall be notified of any changes in writing at least thirty (30) days before any changes take effect. If the client does not approve of the change, the client has the right to terminate the contract before the changes come into force so that the terms and prices valid at the time of termination are applied until the effective termination date.

12.3 If fees or applicable charging principles are changed as a result of a change in law or regulation, the changes shall be notified fourteen (14) days before they become effective.

13. Suspension of the services and termination of the contract

13.1 The service provider has the right to suspend the services, if the client's payment is delayed by more than seven (7) days, the client does not provide the necessary information or materials on time, or if the client does not otherwise facilitate production of the service, the client breaches the contract in some other manner, the client violates the laws or regulations or otherwise acts in a way which can cause legal consequences for the parties, according to the service provider's assessment.

13.2 If the client does not rectify the situation within seven (7) days of written notice, the service provider has the right to terminate the contract immediately.

13.3 The client has the right to terminate the contract immediately, if the service provider is in fundamental breach of the contract and does not initiate actions for rectifying the situation within seven (7) days of written notice.

13.4 Either party may terminate the contract upon written notice to the other party, if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

13.5 If a party is unable to fulfil its contractual obligations due to circumstances beyond its control (force majeure), including but not limited to strikes, lockouts, or other labour disputes; epidemics; movement or assembly restrictions imposed by authorities; fire; accidents or crises; lightning; or other natural disasters; or failures in communication or electrical services, that party shall be exempt from its contractual responsibilities and any associated penalties for the duration of such conditions. Grounds for exemption also include errors or delays by an authority or a bank, equipment or software fault, disturbances in data communication or other contacts as well as actions by network operators. The other party shall immediately be notified of the force majeure and the ending of it.

14. Interpretation of the contract

14.1 The contract, together with its appendices, constitutes the entire agreement between the parties. In the event of any ambiguity or inconsistency between the documents comprising the contract, the priority of the documents is in accordance with the following sequence, unless otherwise agreed:

1. Service agreement

2. Service description and/or other appendices relating to the service(s)

3. Offer

4. Terms of service, if any

5. Special terms, if any

6. These Greenstep General Terms

14.2 Notwithstanding the aforementioned priority order, Section 6 of these terms, or any separate data processing agreement (DPA), shall prevail with respect to matters related to the processing of personal data.

14.3 The provisions of this contract are severable. If any provision of this contract is held invalid or unenforceable, such provision shall be deemed deleted from this contract and replaced by a valid and enforceable provision which so far as

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possible as allowed by law achieves the parties' intent in agreeing to the original provision. The remaining provisions of this contract shall continue in full force and effect.

15. Dispute resolution

15.1 This contract is governed by the laws of the Netherlands, excluding its principles of conflict of laws. Any disputes arising from the contract shall be primarily resolved with mutual negotiations in good faith.

15.2 Disputes related to legal debt collection as well as disputes related to Section 6 shall be resolved in the competent court of the service provider's home country.

15.3 If the parties are unable to settle the dispute through negotiation, matters other than those mentioned above shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute by one arbitrator in Amsterdam. The arbitration will be conducted in English.

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