

GENERAL PURCHASING CONDITIONS ICT

de Volksbank N.V.

Version 1 januari 2022

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1 DEFINITIONS AND INTERPRETATION

1.1 The following terms are defined as follows in these ICT General Purchasing Conditions:

Agreement	the written agreement between the Parties to which the ICT GPC has been declared applicable;
Best Industry Practices	observance of such standards, practices, qualifications, diligence, caution and precautions as may be expected of a qualified and experienced skilled worker employed in the same or a similar type of company under the same or similar circumstances;
Confidential Information	all information the Parties obtain from each other for purposes of performance of the Agreement, the confidential nature of which they are aware or ought to be aware, including, but not limited to, the contents of the Agreement and de Volksbank Data;
Data Processing Agreement	the data processing agreement within the meaning of Article 28 GDPR concluded by de Volksbank as the controller and the Supplier as the processor;
de Volksbank	de Volksbank N.V.;
de Volksbank Data	all data and information, including Personal Data: <ul style="list-style-type: none"> a) provided to the Supplier or its supplier by de Volksbank (or any of its Group Companies), b) acquired, developed, produced or processed by the Supplier, or its supplier, and arising from the Performance, or c) specifically created in the context of the Agreement.
GDPR	the General Data Protection Regulation (EU) 2016/679;
Group Company	a group company within the meaning of Article 2:24b of the Dutch Civil Code;
ICT General Purchasing Conditions or "ICT GPC"	the 1 January 2022 version of de Volksbank's ICT General Purchasing Conditions;
Intellectual Property Rights	all current and future intellectual and industrial property rights, including patent rights, trademark rights, design rights, copyrights, database rights, know-how and rights ensuing from the Dutch Trade Names Act (<i>Handelsnaamwet</i>);
Licence	a right of use for Software granted by the Supplier to de Volksbank, as further specified in Clause 5 ICT GPC;
Party, Parties	the Supplier and de Volksbank, each individually or jointly;

Performance	the performance, as agreed in the Agreement, such as the provision of Services, the granting of a Licence, the delivery of a Product or any combination thereof;
Personal Data	any information pertaining to an identified or identifiable natural person within the meaning of Article 4(1) GDPR;
Product	the ICT products sold and supplied by the Supplier, e.g. servers and hardware, as further specified in the Agreement;
Recovery and Resolution Legislation and Regulations	European Regulation EU 806/2014, European Directive 2014/95/EU, and Chapter 3a.1. (Resolution of banks and certain investment companies) of the Financial Supervision Act (<i>Wet op het financieel toezicht</i> or "Wft");
Regulator	any authority appointed by the government to supervise compliance with laws and regulations at de Volksbank;
Resolution Order	an order for the resolution of de Volksbank and the corresponding resolution measures taken by the competent Regulator, as well as actions in preparation and implementation thereof pursuant to Recovery and Resolution Legislation and Regulations;
Results	the results of the performance of a Service;
Service Level	the performance level, e.g. availability, response and resolution times applicable to the Services or a specific part thereof, as specified in the Agreement;
Services	the services to be provided by the Supplier to de Volksbank on the basis of the Agreement, such as Software implementation, Software maintenance and/or ensuring that remote computing capacity and functionality are and will remain available, all as further specified in the relevant Agreement;
Software	a computer program within the meaning of Article 10(1)(12) of the Copyright Act (<i>Auteurswet</i>);
Subcontractor	any third party other than a Group Company or the Supplier's personnel or temporary personnel engaged by the Supplier to perform and/or deliver a specific part of the Performance;
Supplier	the counterparty to the Agreement with de Volksbank;

1.2 Unless the ICT GPC or the Agreement provide otherwise:

- a. references to the singular include the plural, and vice versa;
- b. the dates and deadlines stated in the Agreement and the ICT GPC are strict deadlines that, if exceeded, will put the Party to which the deadline applies into default without notice of default.

2 APPLICABILITY

- 2.1 The ICT GPC constitutes part of the Agreement, all requests made by de Volksbank of the Supplier, and all offers and quotations submitted by the Supplier to de Volksbank for the sale and delivery of Products and Software and/or the performance of Services by the Supplier.
- 2.2 De Volksbank expressly rejects all references by the Supplier to, and thus the applicability of, the Supplier's general terms and conditions (or general sales conditions) or stipulations of any kind, however described.
- 2.3 Amendments and additions to the ICT GPC and/or Agreement are only valid if the Parties have agreed to them in writing. The amendment and/or addition to the ICT GPC will apply only to the relevant Agreement in respect of which the amendment and/or addition was expressly agreed.

3 GENERAL PERFORMANCE REQUIREMENTS

- 3.1 Unless the ICT GPC or the Agreement provide otherwise, Performance entails an obligation to achieve a result.
- 3.2 The Supplier will perform the Agreement such that:
- a. the Performance and Results reflect Best Industry Practices; and
 - b. the Performance and Results are always in compliance with laws and regulations.

4 SERVICES

Applicability

- 4.1 The present Clause 4 will apply if the Performance or a part thereof involves the provision of Services.

General Services Requirements

- 4.2 The Supplier will:
- a. perform the Service or Services described in the Agreement and perform all activities that ensue therefrom or are necessary to perform the Service or Services in accordance with the Agreement, even when the Agreement does not expressly specify such activities;
 - b. always organise its business operations such that the Services can be performed in accordance with the Agreement and have sufficient business capital at its disposal to do so;
 - c. perform the Services such that they conform to the Service Levels, if any have been agreed; and
 - d. when providing Software as part of the Service, provide any assistance and information, should de Volksbank so demand, that it is within reason for de Volksbank to require to enable a reasonably qualified and experienced skilled worker to develop and maintain interfaces with that Software.

Service Levels

- 4.3 If, upon the formation of the Agreement, no Service Levels have been agreed and the Agreement pertains to the continual performance of Services for a period of 6 (six) calendar months or longer, de Volksbank is at all times entitled to require the Supplier to submit a proposal to supplement the Agreement with Service Levels that are adequate, representative and at arm's length, given the nature of the Services. The Supplier will submit the 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 case include:
- a. the service hours during which the Services will be provided and/or available to de Volksbank;
 - b. key performance indicators (KPIs) relevant to the Services, such as the availability of the Services and incident resolution times, with the corresponding minimum performance level, target performance level, measurement periods and measurement methods; and
 - c. service credits and other incentives to ensure that the Services are performed in accordance with the Service Levels.
- 4.5 The Supplier will report monthly on actual Performance compared with the agreed Service Level. In the event that the Supplier fails to achieve the agreed Service Level, the Supplier has an obligation to investigate the cause of that failure and resolve it in order to perform the Services in accordance with the Service Levels. Should de Volksbank so request, the Supplier will also report to de Volksbank on the cause, solution, and preventive measures taken or proposed to prevent a recurrence. The provisions of the present Clause, the Service Levels, and the Service Level Agreement in which they are laid down, are without prejudice to de Volksbank's rights.

Personnel

- 4.6 The Supplier warrants that it will only deploy personnel who have the agreed – or required for performance of the Service and/or delivery of Results – skills and qualifications, taking into account the nature of the Service or Services to be provided and/or Results to be delivered and the Supplier's claims of expertise. The Supplier also warrants that the personnel it deploys meet the requirements that can be required in that respect of a similar service provider as a reasonably competent and reasonably acting fellow professional.
- 4.7 If de Volksbank has entered into the Agreement with the intention of having it performed by one or more specific persons, the Supplier will ensure that those persons are in fact, and will remain, responsible for its performance.
- 4.8 In the event that work is to be performed by the Supplier at de Volksbank (remotely or otherwise), the Supplier will inform de Volksbank, prior to the start of the work, of the identity of its personnel who will be performing the work. The Supplier's personnel must provide valid identification if so requested by de Volksbank.
- 4.9 Before the Supplier's personnel can perform work i) at the location of de Volksbank or ii) remotely in or with de Volksbank's systems, the Supplier must screen its personnel according to the screening

procedures then in effect at de Volksbank. The Supplier's scheduling will take the length of this procedure into account, as communicated by de Volksbank upon formation of the Agreement. De Volksbank reserves the right to periodically modify this procedure. De Volksbank will promptly notify the Supplier of any such modification.

5 SOFTWARE

Applicability

5.1 The present Clause 5 will apply if the Performance or a part thereof involves the provision of Software to de Volksbank by the Supplier.

General Software Requirements

5.2 The Supplier warrants that the Software:

- a. complies with the specifications laid down in the Agreement;
- b. operates in accordance with the documentation provided by the Supplier with the Software;
- c. is suitable for the intended purpose of use that de Volksbank has communicated to the Supplier; and
- d. upon delivery of each version of the Software, will be free of viruses, Trojan horses, time bombs and other programs that impede, disrupt or otherwise affect the operation of de Volksbank's Software or systems in a manner not intended by de Volksbank; and
- e. can be maintained by the Supplier for a period of no less than 3 (three) years – or the period stated for that purpose in the Agreement – after the Software has been provided, should de Volksbank so request.

Licence

5.3 In respect of all Software provided by the Supplier for use by de Volksbank to which the provisions of Clause 10.1a do not apply, the Supplier hereby grants de Volksbank the right to replicate and make the Software publicly available, including:

- a. the right to manufacture, save, regularly test and keep copies of the Software in 'hot standby' in the event of emergency;
- b. the right to use the Software without any restrictions or limitations on the location, equipment, duration or otherwise, including use thereof by third parties on de Volksbank's behalf, provided:
 - i. de Volksbank performs these actions in the course of its normal business operations;
 - ii. de Volksbank does not lease, sell or otherwise market the Software to third parties.

5.4 The Supplier grants the Licence for all new releases (by any name), such as release updates or patches that the Supplier provides to de Volksbank or to which de Volksbank is entitled.

- 5.5 The Supplier cannot revoke the Licence unless de Volksbank breaches the Licence and such a breach constitutes grounds for lawful termination. If the Software has been provided for a one-time fee, the License is valid in perpetuity. If the Parties have agreed to a periodic fee for the Licence, the Licence, as well as the related payment obligation, will end automatically if de Volksbank terminates the Agreement.

Source code, escrow

- 5.6 In respect of all Software to whose Intellectual Property Rights de Volksbank is entitled pursuant to Clause 10.1a:
- a. the transfer includes the Software's source code; and
 - b. the Supplier will make the Software's source code available to de Volksbank.
- 5.7 Unless agreed otherwise, the Supplier will make arrangements (also referred to as an 'escrow arrangement') under the terms of which a copy of the source code is deposited with an independent third party for the purpose of enabling de Volksbank to use it on its own authority if one or more conditions stipulated in that arrangement have been met, to rectify errors, and otherwise maintain and manage the Software. The deposited source code will include all development documents and other information, as well as the support software that de Volksbank will likely need for that purpose. The escrow arrangement will conform to what is customary on the Dutch market in that respect at the time it was concluded.
- 5.8 If an escrow arrangement, as referred to above, is already included in the Agreement, the Supplier will submit proof to de Volksbank showing that it conforms to the relevant provisions of the Agreement.
- 5.9 If an escrow arrangement, as referred to above, is not included in the Agreement, de Volksbank may at any time require that such an arrangement nonetheless be concluded or that de Volksbank be allowed to join an existing escrow arrangement with the Supplier that conforms to the provisions of the present Clause 5. In that case, de Volksbank will bear the reasonably incurred, associated costs.

6 PRODUCTS

Applicability

- 6.1 The present Clause 6 will apply if the Performance or a part thereof involves the sale of a Product to de Volksbank by the Supplier.

General Product Requirements

- 6.2 The Supplier warrants that a Product:
- a. complies with the technical and functional specifications laid down in the Agreement;
 - b. operates in accordance with the documentation provided by the Supplier with the Product;
 - c. possesses the characteristics that de Volksbank is entitled to expect based on the Agreement and in light of the nature of the item and the statements made by the Supplier in that regard;

- d. is of good quality and meets or exceeds the usual requirements in terms of its soundness, fitness for purpose and finishing and complies with all statutory requirements and customary industry regulations in terms of quality, safety, health and the environment; and
- e. is free from defects and suitable for the Product's intended purpose.

Transfer of ownership

- 6.3 The ownership rights to Products and/or (replacement/maintenance) parts delivered by the Supplier will pass to de Volksbank when de Volksbank takes delivery thereof.
- 6.4 In the event of the trade-in, return or replacement of a Product, ownership thereof will revert to the Supplier when the Product is collected from de Volksbank for trade-in, return and/or replacement purposes.

Delivery

- 6.5 Products are delivered 'Delivery Duty Paid' in accordance with Incoterms 2020. In the Agreement, de Volksbank will specify where the Products are to be delivered and ownership thereof transferred. Delivery will take place in accordance with de Volksbank's delivery specifications.
- 6.6 The risk of damage to and loss of the Products will pass to de Volksbank at the time of delivery.
- 6.7 The Supplier warrants that the Products will be delivered without retention of title and unencumbered by charges, restrictions and/or rights or claims of third parties.
- 6.8 De Volksbank is not required to inspect delivered Products or provided software (or to have them inspected) upon receipt thereof, irrespective of whatever the Supplier may have specified in that regard in an order confirmation, offer or similar document or in the delivery documents.

7 DE VOLKSBANK DATA

- 7.1 If the Supplier has access to, processes or creates de Volksbank Data, the provisions of the present Clause 7 will apply.
- 7.2 If de Volksbank Data contains any Personal Data and the Supplier is a processor within the meaning of the GDPR, the Agreement will be entered into subject to the condition precedent of the formation of a Data Processing Agreement. A failure in the performance of the Data Processing Agreement is also a failure in the performance of the Agreement.
- 7.3 Without prejudice to the provisions of the Data Processing Agreement, the Supplier will, with regard to de Volksbank Data:
 - a. take, maintain and, if necessary, adapt appropriate technical and organisational measures to ensure that de Volksbank Data is at all times adequately protected against damage, destruction, loss, forgery, unauthorised distribution or access, unauthorised changes to and/or examination thereof or any other form of unlawful processing, and, in that context:
 - i. observe generally accepted international security standards;

- ii. observe and comply with de Volksbank security policy, as periodically adopted and communicated by de Volksbank; and
- iii. use up-to-date antivirus software to protect de Volksbank Data in keeping with Best Industry Practices;
- b. use de Volksbank Data for no purpose other than that for which de Volksbank has provided or granted access to de Volksbank Data;
- c. refrain from storing de Volksbank Data outside the EEA and at all times inform de Volksbank of the storage location;
- d. should de Volksbank so request, return or destroy it, at de Volksbank's discretion; and
- e. immediately notify de Volksbank of any security incidents involving de Volksbank Data and comply with the processor's obligations vis-à-vis de Volksbank in that regard pursuant to Article 28 GDPR.

8 PRICES AND PAYMENT

- 8.1 The prices that de Volksbank will pay in exchange for the Performance are stated in the Agreement and expressed in euros, exclusive of VAT – if any is due. Product prices are based on delivery of the Product pursuant to Clauses 6.5 through 6.8 or by any other delivery method that the Parties have agreed.
- 8.2 The agreed price is compensation in full for the Performance and all rights that de Volksbank acquires by virtue of the Agreement and performance in full of the Supplier's obligations.
- 8.3 De Volksbank will owe the price no earlier than performance and/or delivery of the Performance. Any payment that de Volksbank makes before the amount is due is an advance payment.
- 8.4 In the event of retrospective invoicing, the Supplier will properly itemise and charge de Volksbank the relevant fees in accordance with the Agreement. The itemisation must include, at minimum, a statement of the number of hours spent and (to the extent applicable) costs incurred and must be accompanied by documentation that substantiates the invoices and justifies the hours spent and costs incurred.
- 8.5 An invoice that satisfies the provisions of the previous paragraphs of the present Clause 8 and de Volksbank's invoicing conditions while also satisfying the requirements of the Turnover Tax Act 1968 (VAT invoice requirements) will be paid within 30 (thirty) days of receipt thereof by de Volksbank.

9 AUDITS

- 9.1 De Volksbank and its Regulators are entitled to audit and conduct inspections of the Supplier, its Group Companies, and Subcontractors. De Volksbank and its Regulators may engage third parties to that end.
- 9.2 An audit or inspection may pertain to, but is not limited to:
- a. compliance with the Agreement;

- b. compliance with relevant laws and regulations; or
- c. significant changes in facts or circumstances that could affect performance of the Agreement and continuation thereof.

- 9.3 The Supplier will fully cooperate with an audit or inspection. This includes but is not limited to granting prompt access to books, documents and other data carriers and providing all data and information for audit purposes and granting de Volksbank and/or a Regulator or a third party engaged by de Volksbank and/or a Regulator access to locations where the Performance is performed.
- 9.4 If the audit or inspection is conducted by de Volksbank and/or a third party engaged by de Volksbank, the audit or inspection will be announced in writing well in advance and be conducted in a manner that minimises interference with the Supplier's business operations unless it is not reasonably possible to do so or if to do so would render the audit or the inspection ineffective, e.g. in the event of suspicions of fraud.
- 9.5 The Supplier will impose obligations on its Subcontractors and Group Companies identical to those it has under this clause, including the obligation to successively impose such obligations on subsequent subcontractors.
- 9.6 Each Party will bear its own expenses in connection with an audit. The Supplier is required to reimburse de Volksbank for reasonable costs in connection with the audit should the reason for the audit or the audit itself indicate that the Supplier has failed in the performance of the Agreement to such an extent that de Volksbank could otherwise have terminated the Agreement, all without prejudice to de Volksbank's other rights.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights that may or will be exercised at any time or place in respect of the Performance and/or Results shall be vested in:
- a. de Volksbank, in the case of Results, and – in the case of Performances – in so far as the relevant Performance has been or will be designed, developed or produced specifically for de Volksbank and/or has been or will be designed under the direction or supervision of de Volksbank or has been or will be developed or realised on its instructions;
 - b. 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 de Volksbank's intended use of the Results and/or Performance referred to in this paragraph.
- 10.2 By signing the Agreement, the Intellectual Property Rights referred to in Clause 10.1a are hereby assigned to de Volksbank, and de Volksbank warrants that it will accept the assignment or vesting of those rights should the situation arise. To the extent that the assignment or vesting of those rights at any time requires the execution of an additional deed, the Supplier will immediately and unconditionally cooperate with said assignment/vesting, should de Volksbank so request.
- 10.3 Where necessary, the Supplier hereby waives, also on behalf of its personnel, any so-called personality rights accruing to it within the meaning of Article 25(1)(a) through (c) of the Copyright Act

(*Auteurswet*) in so far as a waiver of this kind is allowed under those regulations. The Supplier warrants vis-à-vis de Volksbank that it is authorised to effect said waiver, also on behalf of its personnel.

- 10.4 The Supplier warrants that the Performance will not infringe the Intellectual Property Rights or other rights of third parties.
- 10.5 The Supplier indemnifies and holds de Volksbank harmless from and against any and all third-party claims involving an (alleged) infringement of the Intellectual Property Rights of those third parties, including similar claims with regard to knowledge, unlawful competition and the like, if the claim was precipitated by the delivery or use of the Performance and/or Results. The Supplier indemnifies and holds de Volksbank harmless for any and all damage and costs de Volksbank may be ordered to pay in such proceedings, as well as against the costs of those proceedings, including, but not limited to, the costs of obtaining legal advice in connection therewith. Should de Volksbank so request, the Supplier will conduct the defence in any proceedings that may be brought against de Volksbank in connection with the Performance and/or the Results by reason of an infringement of a third party's Intellectual Property Rights.
- 10.6 In the event of an alleged infringement of a third party's Intellectual Property Rights, the Supplier will, at its own expense, take all measures that could help prevent an interruption of de Volksbank's business operations and help limit any costs and/or damage incurred by de Volksbank as a result.
- 10.7 The provisions of the present Clause 10 are without prejudice to de Volksbank's other rights.

11 CONFIDENTIALITY

- 11.1 The Parties will under no circumstances disclose the other party's Confidential Information to third parties, except in so far as a statutory provision or court ruling requires that such a disclosure be made.
- 11.2 Each Party is entitled to disclose Confidential Information to its personnel and Subcontractors that they must be able to access for purposes of performance of the Agreement, provided the Party in question has contractually obliged them to observe confidentiality in respect of the Confidential Information in accordance with the present Clause 11.
- 11.3 Should de Volksbank so request, the Supplier will provide de Volksbank with all Confidential Information in its possession in connection with performance of the Agreement, including copies.
- 11.4 The following are not considered third parties within the meaning of Clause 11.1:
- a. a Party's external legal and tax advisers and auditors;
 - b. other parts/Group Companies of de Volksbank, provided the relevant parts/Group Companies to which Confidential Information has been disclosed are subject to an identical obligation of confidentiality;
 - c. other parts/Group Companies of the Supplier, provided the relevant parts/Group Companies to which Confidential Information has been disclosed are subject to an identical obligation of confidentiality and performance of the Agreement requires that the Confidential Information be shared with the parts/Group Companies in question.

- 11.5 Information is not deemed to be Confidential Information if the information:
- a. is generally available or emanates from public publications other than by reason of the non-performance of the provisions of the present Clause 11; or
 - b. was demonstrably in the lawful possession of the other Party at the time the information was provided or if the information was obtained by the other Party from a third party not bound by an obligation of confidentiality in respect of the information or if the other Party has not violated any such obligation.
- 11.6 In the event of violation of the provisions of the present Clause 11, the Supplier will forfeit to de Volksbank an immediately due and payable penalty of EUR 50,000 (fifty thousand euros) per incident.

12 LIABILITY

- 12.1 If a Party is liable, the liable Party will be required to compensate the damage in accordance with the law, subject to the limitations and exclusions stated in the present Clause 12.
- 12.2 The liability Party's obligation to pay compensation is limited to:
- a. (i) 200% of the total compensation that de Volksbank owes or will owe by virtue of the Agreement for all incidents collectively or, (ii) if the Agreement is a successive performance contract with a term longer than one year, 200% of the total compensation that de Volksbank owes or will owe during the relevant contract year in which the liability arises for all incidents collectively during that contract year;
 - b. €1,000,000; or
 - c. the amount of the insurance benefit to be distributed by virtue of the insurance referred to in Clause 12.5, taking the highest amount.
- 12.3 The limitations in Clause 12.2 do not apply to:
- a. the Supplier's obligation to pay compensation in connection with or arising from an indemnification obligation weighing upon the Supplier pursuant to the Agreement;
 - b. if de Volksbank's damage comprises a penalty imposed on de Volksbank by a Regulator; or
 - c. an imputable failure in the performance of Clause 11 (Confidentiality).

Tax, health insurance and social security legislation indemnification

- 12.4 All obligations, including those in respect of the Supplier's personnel pursuant to tax, healthcare insurance and social security legislation, will be borne by the Supplier. The Supplier indemnifies and holds de Volksbank harmless for any and all liability related thereto.

Insurance

- 12.5 The Supplier has adequately insured itself and will keep itself adequately insured for all liability risks with, at minimum, corporate liability insurance that provides coverage of at least €2,500,000 per claim with annual distributions of €5,000,000 and, if applicable, professional liability insurance that provides

coverage of at least €1,000,000 per claim. Should de Volksbank so request, the Supplier will present insurance certificates as proof of this insurance policy or these insurance policies and the insured amounts. Should de Volksbank so request, the Supplier will immediately present proof that the premiums for this insurance policy or these insurance policies have been paid and inform it of any previous claims filed under the policy or policies in the current insurance year.

13 TERM AND TERMINATION

13.1 The term of the Agreement is as stated in the Agreement.

13.2 If the Agreement is a Product purchase agreement, the Agreement cannot be terminated.

13.3 In cases other than those referred to in Clause 13.2, de Volksbank is at all times entitled to terminate the Agreement upon 90 calendar days prior written notice. Termination by de Volksbank will not entitle the Supplier to any compensation for damage. If de Volksbank exercises its right to terminate the Agreement before the end of its fixed term, de Volksbank will be under no obligation to pay fees that would have become exigible once the Agreement ended by notice of termination or upon expiry of its term. The preceding is without prejudice to de Volksbank's payment obligation – as expressly agreed by the Parties, in writing, in the Agreement – to provide compensation in the event that de Volksbank prematurely terminates a fixed-term successive performance contract.

13.4 A Party is entitled to terminate the Agreement in whole or in part if that Party is entitled to do so by law.

13.5 Supplementary to the provisions of Clause 13.4, the other party is entitled to terminate the Agreement in whole or in part with immediate effect in the event that:

- a. the other Party applies for (provisional) suspension of payments or a petition to that effect is filed by another, or if it is granted (provisional) suspension of payments;
- b. the other Party files for bankruptcy or a petition to that effect is filed by another or it is declared bankrupt;
- c. the other Party has ceased business operations;
- d. a substantial portion of the other Party's assets have been attached, to the substantially adverse detriment of performance of the Agreement, or the other Party can no longer be deemed capable of performing the obligations ensuing from the Agreement as a result.

13.6 The Supplier's termination options are limited to the powers it is granted to that end under this ICT GPC and the Agreement.

13.7 All provisions of the Agreement and the ICT GPC that, by their nature, are intended to bind the Parties subsequent to termination or expiration of the Agreement shall bind the Parties after such termination or expiration. These obligations include but are not limited to the obligations referred to in Clauses 7 (de 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 (prematurely) in whole or in part for any reason whatsoever, the Supplier will, should de Volksbank so request:
- a. cooperate with the actual transfer of Performances to de Volksbank or a third party designated by de Volksbank;
 - b. transfer files pertaining to provision of the Services and/or delivery of the Performance, including de Volksbank Data, to de Volksbank or to another supplier designated by de Volksbank;
 - c. transfer all files, data, de Volksbank Data and other information in an accessible format generally accepted in the IT sector;
 - d. provide de Volksbank with all other necessary information; and
 - e. transfer de Volksbank know-how and provide exit assistance,

in so far as necessary to ensure an uncomplicated and smooth transfer of the Services and/or Performance without hindering and/or interrupting the activities of de Volksbank itself or of a third party designated by de Volksbank.

- 14.2 If the Agreement involves the performance of Services and the term of the Agreement is greater than one year in length, de Volksbank is entitled to instruct the Supplier to continue performing said Services for one year after termination of the Agreement under the same conditions and for the same fees agreed in the Agreement.

15 MISCELLANEOUS

- 15.1 If a provision must be deemed a penalty clause within the meaning of Article 6:91 of the Dutch Civil Code, among which service credits, this is without prejudice to de Volksbank's other rights such as the right to performance and right to collect damages.
- 15.2 The Supplier is not authorised to suspend performance of its obligations under the Agreement.
- 15.3 The Supplier will immediately notify de Volksbank in writing if it is or expects to be unable to perform one or more of its obligations by virtue of the Agreement (at the agreed time or within the agreed timeframe).
- 15.4 The Supplier may only use Subcontractors and/or replace a Subcontractor to deliver the Performance with de Volksbank's prior consent. de Volksbank may impose further conditions on the engagement of a Subcontractor. de Volksbank will not withhold consent on unreasonable grounds.
- 15.5 The Supplier is aware that de Volksbank is under the supervision of Regulators pursuant to the applicable regulatory legislation. Regulatory legislation requires de Volksbank to provide, within the time limit a Reulator sets, the information that the relevant Regulator requires for the performance of its duties. If de Volksbank requires information from the Supplier or its external chartered accountant for performance of this obligation, the Supplier will provide said information in writing as quickly as possible should de Volksbank so request, but by no later than the time limit set by de Volksbank.

- 15.6 The Supplier confirms and agrees that acquisitions, divestments or other changes to the structure or ownership of de Volksbank will not adversely affect the prices agreed with de Volksbank or the other terms and conditions of the Agreement, including the ICT GPC.
- 15.7 The Supplier will refrain from implicitly or explicitly mentioning the Agreement or the Performance in publications (including press releases) and advertising and refrain from using de Volksbank trademarks or trade names as a reference unless it has de Volksbank's prior written consent to do so.
- 15.8 The Supplier grants de Volksbank or third parties engaged by de Volksbank permission to conduct a penetration test and/or security assessment. The purpose of such a test is to detect potential vulnerabilities in the Supplier's Product and/or Services and/or (ICT) systems. Should the penetration test and/or security assessment reveal vulnerabilities in the Supplier's Product and/or Services and/or (ICT) systems, the Supplier will take adequate measures as soon as possible at its own expense to remedy said vulnerabilities.
- 15.9 The Parties will treat information provided by the other party confidentially before, during and after performance of the penetration test and/or security assessment if said information has been labelled confidential or if the recipient knows or ought to suspect that the information was meant to be treated confidentially.
- 15.10 The Supplier will provide a publicly accessible information line at which, in accordance with the recommendations of the National Cyber Security Centre, vulnerabilities can be reported and third parties are able to test Services and/or (ICT) systems without prior notice, if need be within the parameters of reasonable rules drafted by the Supplier.

Resolution Order

- 15.11 If a Resolution Order has been issued for de Volksbank:
- a. the Supplier will not terminate the Agreement;
 - b. the provisions of Clause 15.2 will apply in full;
 - c. the Supplier will consent, should the situation arise, to assignment of the Agreement within the meaning of Article 6:159 of the Dutch Civil Code;
 - d. if so requested, the Contractor will continue to deliver Performance under the terms of the Agreement if a business unit of de Volksbank is transferred to a third party or parties ("divestment") for up to two years after said transfer.

16 APPLICABLE LAW AND DISPUTES

- 16.1 The Agreement is governed by Dutch law, to the express exclusion of rules of private international law, including the Vienna Sales Convention.
- 16.2 All disputes ensuing from or related to the Agreement will be submitted exclusively to the District Court of Midden-Nederland, Utrecht location.