

GENERAL TERMS AND CONDITIONS LEGISYS B.V.

Article 1 – Definitions

In these general terms and conditions, the following terms (used with an initial capital letter, both singular and plural) the meaning defined below:

- **Terms and Conditions:** These general terms and conditions of Legisys, including any amendments thereto.
- **Services:** All services Legisys performs for Customer, including (if applicable) results of services.
- **IP rights:** All intellectual property and related rights, such as copyright (including rights concerning source codes, software rights, database rights and neighboring rights), trademark and trade name rights, trade secrets and rights to know-how (including underlying datasets, internal business processes, unpublished algorithms and training, fine-tuning and optimization methods of AI models), trademark rights, design rights, patent rights (including those relating to algorithms and training methods) and all other rights to intellectual property recognized under Dutch law, the European Union or any international law, now existing or in the future.
- **Legisys:** Legisys B.V., located at Stationsplein 45 in (3013 AK) Rotterdam, registered with the Chamber of under number 95252096.
- **Customer:** The natural person or legal entity using Legisys' Services.
- **Agreement:** The written agreement between Legisys and Customer setting forth the provision of Services.
- **Parties:** Legisys and Customer.
- **Personal data:** Any data relating to an identified or identifiable natural person, as referred to in Article 1(a) of the Personal Data Protection Act.

Article 2 – General

1. These General Terms and Conditions apply to (and form an inseparable part of) all offers and quotations of Legisys, Agreements and all other possible related legal acts (including follow-up assignments, modified assignments and/or additional assignments) between Legisys and the Customer or the Customer's legal successor.
2. Once these General Terms and Conditions have been applicable to a legal relationship between Legisys and Customer, Customer shall be deemed to have agreed in advance to the applicability of these General Terms and Conditions to Agreements entered into and to be entered into thereafter.
3. Legisys is entitled to amend these General Terms and Conditions from time to time. The most recent version of the General Terms and Conditions is published on the Legisys website (www.legisys.ai). Customer hereby accepts in advance the applicability of such amendments to existing and future legal relationships between Parties.
4. Where these General Terms and Conditions stipulate that an action must be performed in writing, this also means by email.
5. General terms and conditions other than these General Terms and Conditions, such as those of the Customer, are hereby expressly rejected and are, therefore, not applicable.
6. If and insofar as any provision of the General Terms and Conditions is declared void or is nullified, the other provisions of the General Terms and Conditions shall remain in full force and effect. In that case the Parties will determine in consultation a new provision to replace the void/annulled provision, whereby the scope of the void/annulled provision will be respected as much as possible.
7. In case of conflict between provisions of an Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail.
8. In case of difference between the English text and the Dutch text of these General Terms and Conditions, the Dutch text shall be binding.

Article 3 – Offers and formation of Agreement

1. Quotes and other offers by Legisys are without obligation and are to be considered an invitation to make an offer to enter into an Agreement, unless otherwise indicated in writing by Legisys.
2. Offers and tenders shall lose their validity after expiration of 30 (in words: thirty) days from their date, unless otherwise stated in writing.

3. Customer warrants the accuracy and completeness of the data provided by or on behalf of it to Legisys on which Legisys bases its offer. If such data prove to be incorrect or incomplete, Legisys has the right to modify the offer.
4. An Agreement is established by Customer's written confirmation of an unmodified, valid quotation and/or offer from Legisys.

Article 4 – Execution of the Agreement

1. Legisys shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the state of science and technology known at that time. The Agreement to be concluded between Legisys and the Customer shall have the nature of an obligation to perform to the best of one's abilities, unless Legisys has explicitly promised a result in the written Agreement and the result in question has also been described with sufficient certainty in the Agreement.
2. The parties determine in the Agreement the delivery dates and deadlines, as well as the place and manner in which the Services will be delivered or completed. The lead time of an assignment depends on various factors and circumstances, such as the quality of the data and information provided by the Customer and the cooperation of the Customer and relevant third parties. Mentioned delivery deadlines are, therefore, not to be considered deadlines, unless the Parties have expressly agreed otherwise in writing. In the event of an (impending) exceeding of a (delivery) date or term, Parties shall consult with each other as soon as possible in order to take appropriate measures.
3. If the Parties have agreed that the Agreement will be performed in phases, Legisys has the right to postpone the commencement of the Services belonging to a subsequent phase until the Customer has approved in writing the results of the preceding phase.
4. Legisys is not obliged to follow instructions that modify or supplement the content or scope of the agreed Services. If such instructions are nevertheless followed, the work involved shall be compensated in accordance with Legisys' usual rates and Legisys shall notify the Customer accordingly.
5. Legisys shall have the right to have the Agreement executed in whole or in part by third parties in the name of and at the expense and risk of the Customer (or at least to engage third parties in the execution of the Agreement in the name of and at the expense and risk of the Customer), without any further acts by the Customer (such as the granting of powers of attorney) being required. The Customer hereby grants Legisys permission to disclose information known to Legisys about the Customer to third parties engaged by Legisys for whom knowledge of such information is useful in connection with the handling of the assignment. Legisys shall not be liable for any acts or omissions of third parties, notwithstanding article 6:76 of the Dutch Civil Code.
6. Services shall be deemed accepted between the Parties, if the Customer has not substantiated in writing (and in detail) why the Services are not accepted within 5 (in words: five) days after delivery or completion of the Services in question. If the comments fit within the Agreement, Legisys shall replace or modify the Services within a reasonable period of time. If the Customer again does not accept the Services, the Parties will go through the acceptance procedure again. This procedure will be repeated each time if, during the renewed acceptance test(s), the Customer again provides timely, written (and detailed) justification as to why the Services are not accepted.
7. The risk of loss, theft, embezzlement or damage to items, products, information/data, documents or programs created or used in the performance of the Agreement shall pass to the Customer at the time they are placed in the actual control of the Customer (or an auxiliary of the Customer).

Article 5 – Modification of the assignment and additional work

1. Customer accepts that the time schedule of the Agreement may be affected, if the scope of the Agreement is extended and/or changed in the interim. If the interim change affects the agreed fee, Legisys will notify the Customer as soon as possible.

2. If Legisys must perform additional work pursuant to an amendment of the Agreement as a result of additional requests or wishes of the Customer (additional work), such work shall be charged to the Customer on a post-calculation basis at Legisys' then customary rates, unless otherwise expressly agreed in writing.
3. Legisys shall be entitled to carry out such additional work without the Customer's consent, to the extent that the costs involved in such additional work do not exceed 10% (say: ten percent) of the originally agreed total fee. If the costs for additional work amount to more than 10% (in words: ten percent) of the originally agreed total fee, Legisys shall inform Customer thereof. Parties will then discuss by mutual agreement the measures to be taken.

Article 6 – Obligations of Customer

1. The Customer shall ensure that all data and/or information, which Legisys indicates to be necessary (or which the Customer should reasonably understand to be necessary) for the execution of the Agreement, including information with respect to legislation and regulations to be observed by Legisys that are specific to the Customer's industry, shall be provided to Legisys in a timely manner. Customer shall provide all cooperation required by Legisys in this regard. Quotes and offers by Legisys, as well as the Agreement concluded thereafter, are based on the information provided by the Customer.
2. If the Customer has not made timely preparations, deliveries and/or fulfilled other obligations to Legisys less than 1 (in words: one) month prior to the scheduled execution of the Agreement, Legisys shall have the right to suspend the execution of the Agreement and/or to charge the Customer for the additional costs resulting from the delay according to Legisys' then-current customary rates.
3. Insofar as Legisys provides user names and/or passwords as part of the Agreement, the Customer is responsible for these user names and/or passwords and the Customer is fully and independently liable for any misuse that may be made of the user names and/or passwords, unless such misuse is the result of (to be proven by the Customer) intentional act or gross negligence on the part of Legisys. Insofar as Legisys provides user names and/or passwords as part of the Agreement, the Customer shall not be permitted to provide such user names and/or passwords to third parties without Legisys' prior written consent.
4. If Customer has sent messages to Legisys (and/or third parties engaged by Legisys in connection with the order), Customer shall verify that such messages have reached the addressee(s) in a timely and undamaged manner. Messages shall be sent unencrypted, unless expressly agreed otherwise.

Article 7 – Prices and terms of payment

1. All prices are exclusive of sales tax (VAT) and any other levies that may be imposed by the government.
2. Unless explicitly agreed otherwise in writing, price indications, budgets and/or pre-calculations by Legisys only have an indicative nature and no rights or expectations can be derived from them. Only if Parties have agreed in writing, Legisys is obliged to inform the Customer when a pre-calculation or budget is exceeded.
3. Customer shall pay invoices within 14 (in words: fourteen) days from the invoice date, unless otherwise agreed in the Agreement.
4. If the Customer fails to pay the amounts due (or fails to pay them on time), the Customer shall owe statutory interest on the outstanding amount, without any reminder or notice of default being required. If after a demand for payment or notice of default the Customer fails to pay the claim, Legisys may pass on the claim for collection, in which case the Customer shall, in addition to the total amount then due, also be obliged to pay all judicial and extrajudicial costs, including costs for external experts.
5. If Customer fails to meet its payment obligation (or fails to do so on time), Legisys has the right to suspend further Services and to retain Services still in Legisys' possession until Customer does meet its payment obligations, regardless of whether the payment arrears relate to the Services Legisys still retains.
6. Legisys has the right during the term of an Agreement to increase the prices for its Services annually, starting January 1,

in accordance with the price index figure for the previous calendar year, as published by the CBS (Consumer Price Index 'All Households'), increased by a maximum of 15% (in words: fifteen percent). Legisys shall be entitled to implement the cost increase at a later date, if it deems it desirable from an administrative point of view.

7. Customer may object to an invoice in writing to Legisys up to 14 (in words: fourteen) days after the date of an invoice. Such complaints do not suspend the obligation to pay. Failing such notification within that period, the invoice in question shall be deemed uncontested and approved.
8. Legisys shall have the right to invoice the Customer on an interim and/or advance basis, to set off and to require security for performance by the Customer.
9. Customer agrees to electronic billing by Legisys.

Article 8 – Termination

1. An Agreement commences on the date described in article 3 of these General Terms and Conditions, for the period as agreed between the Parties in writing, and terminates by operation of law on the date agreed between the Parties or when the provision of the Services has been completed.
2. Unless expressly agreed otherwise in writing, the Customer cannot terminate the Agreement prematurely.
3. Notwithstanding article 7:408 paragraph 2 of the Dutch Civil Code, Legisys is permitted to terminate an assignment at any time. Upon termination of the assignment, the Customer shall pay at least for all Services rendered up to the time of termination.
4. Each Party shall be entitled to dissolve the Agreement in whole or in part in the event of bankruptcy or suspension of payments of the other Party, as well as in the event of cessation or liquidation of the business of the other Party (other than for the purpose of restructuring or merging companies). Legisys shall have the right to dissolve the Agreement in whole or in part, if the decisive control of Customer changes.
5. In case of dissolution of the Agreement, there shall be no undoing of what Legisys has already performed (nor of the Customer's related payment obligation), unless the Customer proves that Legisys is in default with respect to the essential part of that performance. Amounts invoiced by Legisys before the dissolution in connection with what Legisys has already duly performed in execution of the Agreement shall, subject to the preceding sentence, remain due in full and shall become immediately payable at the time of dissolution.
6. In the event of dissolution of the Agreement by Legisys, all rights granted to Customer shall expire.
7. Articles in an Agreement and in these General Terms and Conditions which by their nature are intended to continue to apply after the end of the Agreement, shall remain in full force after the end of the Agreement.

Article 9 – IP rights

1. Unless otherwise expressly provided in the Agreement, all IP rights in connection with any Services provided under an Agreement (as well as in connection with any other materials or information made available by Legisys) shall be held exclusively by Legisys and/or its licensors.
2. Nothing in these General Terms and Conditions and/or any Agreement implies a transfer of IP rights. Customer only acquires the non-exclusive and non-transferable right to use the Services for the purposes and under the conditions set forth in the Agreement. If not expressly provided otherwise in writing, the right of use granted applies only to The Netherlands.
3. The Customer is not permitted to copy, modify, sell or otherwise make results of Services available to third parties without the prior written consent of Legisys. Nor is Customer permitted to remove and/or modify any indication of IP rights from results of Services.
4. Legisys expressly does not waive its personality rights mentioned in article 25 of the Dutch Copyright Act.
5. Legisys is permitted to use the Services and the materials used for the execution of the Agreement, such as software, (electronic) files and formats, for its own promotion and/or publicity, unless expressly provided otherwise in the Agreement.
6. Legisys reserves the right to implement technical protection measures in the Services. The Customer is not permitted to circumvent these technical protection measures or to offer means for that purpose.
7. To the extent that Legisys requires licenses or other authorizations from third parties in order to provide the Services, Customer warrants that an adequate license or authorization will be obtained from the relevant party for the purpose of providing the Services.

Article 10 – Privacy

1. If the provision of the Services requires the processing by Legisys of Personal Data of customers of Customer, Legisys shall be considered a “processor” within the meaning of the Dutch Personal Data Protection Act and Customer shall be considered a “controller” within the meaning of that act.
2. The Customer warrants to Legisys that the Personal Data are not unlawful and do not infringe on the rights of third parties. Customer shall indemnify Legisys against any (legal) claim by third parties (including regulators and data subjects), on any grounds whatsoever, in connection with the processing of such data in the context of the Agreement.
3. Customer has obligations towards third parties under the legislation concerning the processing of Personal Data (such as the Dutch Personal Data Protection Act), such as the obligation to provide information, as well as to allow inspection, correction and deletion of Personal Data of data subjects. The responsibility for compliance with these obligations rests entirely and exclusively with Customer. Legisys shall cooperate, to the extent technically possible, with the obligations to be fulfilled by Customer, including by forwarding to Customer requests from third parties in the context of Customer’s obligations. The costs associated with this cooperation shall be borne entirely by the Customer.
4. Legisys shall take, maintain and if necessary adapt appropriate technical and organizational measures to secure the Personal Data it processes on behalf of the Customer in order to prevent unlawful processing. Legisys shall not process Personal Data obtained from the Customer for its own purposes.
5. Legisys shall discuss with Customer the appropriate technical and organizational measures to be taken in order to secure Personal Data against loss or against any (other) form of unlawful processing.
6. The Customer acknowledges that it has full knowledge of the technical and organizational measures to be implemented by Legisys and hereby declares that such measures (taking into account the state of science and technology known at the time, as well as the costs of implementation) guarantee an appropriate level of security, given the risks involved in the processing and the nature of the data to be protected.
7. If, despite the fact that Legisys has implemented the agreed appropriate measures, a security incident should occur involving: (i) the destruction; (ii) the loss; (iii) the falsification; (iv) the unauthorized dissemination of or access to; and/or (v) any other form of unlawful processing of Personal Data; then Customer shall not hold Legisys liable for any damage suffered by Customer as a result thereof.
8. If the Customer expressly requests measures that, in Legisys’ opinion, cannot be considered appropriate technical and organizational measures, the implementation of these measures shall take place entirely at the expense and risk of the Customer and Legisys shall not accept any liability for any damage suffered by the Customer or third parties.
9. Customer shall fully indemnify Legisys against all claims by third parties, including (but not limited to) fines imposed by regulatory authorities, which fines are in any way based on the assertion that the technical and organizational measures taken by Legisys as referred to in paragraph 8 of this article are not appropriate and/or otherwise inadequate.

Article 11 – Confidentiality

1. The parties shall consider all information they obtain from each other in any form (written, oral, electronic or tangible), including (but not limited to) software, (source) codes, programs, applications, customer data, know-how, technical specifications and documentation, as “**Confidential Information**” and shall treat such Confidential Information as strictly confidential and keep it secret.
2. Parties shall only use Confidential Information for the purposes for which it is provided and, in doing so, they shall observe at least the same duty of care and safeguards that apply to their own internal Confidential Information. Parties shall only provide Confidential Information to employees to the extent necessary in the context of the (performance of the) Agreement.
3. The obligation of keeping Confidential Information confidential shall not apply to the extent that the Party receiving the information can demonstrate that the information in question:

(i) was already known to it at the time of its receipt; (ii) was already publicly known at the time of its receipt; (iii) became publicly known after its receipt, without being imputable to the receiving Party; (iv) was lawfully received from a third party together with the right to disclose it free of any obligation of confidentiality; (v) is required to be disclosed by law or regulation, or pursuant to a court order; or (vi) was disclosed after prior written approval of the providing Party.

Article 12 – Liability

1. Any liability of Legisys shall be limited to the compensation of direct damage suffered by the Customer up to a total maximum of EUR 10,000 (in words: ten thousand Euros) or limited, insofar as this amounts to a lower amount, to the total fee charged by Legisys to the Customer in the full last year of its Services to the Customer.
2. Direct damage means exclusively: (i) reasonable costs which the Customer would have to incur to have Legisys’ performance comply with the Agreement (however, such substitute damage shall not be compensated, if the Agreement is rescinded by or at the request of the Customer); (ii) reasonable costs incurred by the Customer for keeping its old system(s) and related facilities operational longer out of necessity because Legisys failed to deliver on a final delivery date binding to it, less any savings resulting from the delayed delivery; (iii) reasonable costs incurred to determine the cause and extent of the damage, to the extent that the determination relates to direct damage within the meaning of this Agreement; (iv) reasonable costs incurred to prevent or limit damage, to the extent that the Customer demonstrates that these costs have resulted in limiting direct damage within the meaning of this Agreement.
3. Any liability of Legisys for other than direct damages, including (but not limited to) consequential damages, loss and/or damage to data, loss of profits and loss of sales, is excluded.
4. The limitations mentioned in the preceding paragraphs of this article shall lapse if and insofar as the damage is the result of (to be proven by the Customer) intentional act or gross negligence on the part of Legisys or its executives.
5. Legisys’ liability for any attributable shortcoming in the fulfillment of an Agreement shall in all cases only arise, if the Customer has given Legisys immediate and proper notice of default in writing, whereby a reasonable term for curing the attributable shortcoming has been set and Legisys has failed imputably in the fulfillment of its obligations even after that term, except in the case of a permanent attributable shortcoming. The notice of default must contain a description of the shortcoming, as complete and detailed as possible, so that Legisys is able to respond adequately.
6. Condition for the arising of any right to compensation is always that the Customer reports the damage in writing to Legisys as soon as possible after its occurrence. Any claim for (or entitlement to) compensation for damages against Legisys shall in all cases expire by the mere lapse of 12 (in words: twelve) months after the claim (or entitlement) arose, or at least after the work to which the claim (or entitlement) relates has been performed, all this unless any rights of the Customer in accordance with the law have already expired at an earlier time.
7. Customer’s use of the Services is entirely at Customer’s own risk and responsibility. Legisys accepts no liability for the use made by Customer of the Services, or for any consequences for the Services resulting from changes in the way third parties (such as publishers) offer their content. Customer shall indemnify Legisys against any third party claims arising from Customer’s use of the Services.
8. Legisys provides informational support only and cannot give legal advice. Although Legisys strives for complete, accurate, and relevant AI-generated output, it remains the responsibility of the Customer at all times to check that output and to seek professional legal advice for that purpose. Legisys accepts no liability for (the consequences of) decisions made on the basis of output obtained through Legisys.

Article 13 – Force majeure

1. An attributable failure to perform an Agreement shall not be at issue, if there is a Force Majeure.
2. In these General Terms and Conditions, “**Force Majeure**” shall mean: any circumstance beyond Legisys’ control, as a result of which Legisys cannot reasonably be required to perform. Force

Majeure includes in any case: interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, pandemics, floods, shortcomings of suppliers of Parties, shortcomings of third parties engaged by Parties, cyber-attacks, failures in connection with the internet, hardware malfunctions and other technical malfunctions, failures in (telecommunications) networks, legal restrictions and (other) unforeseen circumstances.

3. In case of Force Majeure, Legisys shall be entitled to suspend its obligations. If the Force Majeure has continued for at least 30 (in words: thirty) days, both Parties shall be entitled to dissolve the Agreement, without being obliged to compensate any damage, undoing or compensation in respect of such dissolution.
4. If at the time of the Force Majeure, Legisys can still partially perform, or has performed, it shall be entitled to execute this performance and invoice it separately, as if it were a separate Agreement.

Article 14 – Transfer of rights and obligations

Parties may (sub)license and/or transfer the rights and obligations under an Agreement to third parties only with the prior written approval of the other Party.

Article 15 – Law and venue

1. These General Terms and Conditions and Agreements between the Parties are governed exclusively by Dutch law.
2. The applicability of the Vienna Sales Convention is excluded.
3. Disputes which may arise between Legisys and the Customer within the framework of (or in connection with) these General Terms and Conditions and/or Agreements between the Parties shall be submitted exclusively to the competent court in Rotterdam, The Netherlands.

June 2026