

General Terms and Conditions of Mactwin Security B.V.

These are the general terms and conditions of Mactwin Security B.V., operating under the private company Mactwin Security, hereinafter referred to as 'Mactwin'. The general terms and conditions can be accessed on Mactwin's website, www.mactwin.nl, and will be sent by Mactwin free of charge upon request.

I. Definitions

In these General Terms and Conditions, the following definitions apply:

- Mactwin: the private company Mactwin Security B.V., being the company that has entered into a contract agreement with the Principal.
- Principal: the legal entity or natural person, whether or not acting in the exercise of a profession or business, that has entered into a contract with Mactwin for the execution of work and/or delivery of goods and/or performance of maintenance.
- Assignment: the agreed work between Mactwin and the Principal, which may include consulting, carrying out installations, performing maintenance, providing services, or managing projects, and/or the materials and/or products to be delivered by Mactwin to the Principal.

2. Applicability

These general terms and conditions apply to all offers made by Mactwin and contracts concluded between Mactwin and the Principal. They also apply to all obligations arising from agreements subsequently concluded by Mactwin and the Principal. The application of any general terms and conditions invoked or used by the Principal is expressly rejected.

3. Offer

3.1 Every offer from Mactwin is made in writing or electronically. The offer is non-binding and can be revoked by Mactwin immediately after being accepted.

3.2 The offer includes a complete and accurate description of the assignment. The offer provides insight into the price and pricing method used (contracting, target price, or time and materials) and specifies the method of payment.

3.3 The documents forming part of the offer, including drawings and technical descriptions, are as accurate as possible but not binding. These documents remain the

property of Mactwin and may not be used, made available to third parties, copied, or publicly disclosed in any other way without its written consent.

3.4 The offer is accompanied, either in writing or electronically, by a copy of these general terms and conditions and highlights their applicability and availability.

3.5 In the event of non-acceptance of the offer, the offer and the related documents must be returned to Mactwin.

3.6 Mactwin is entitled to charge for the costs associated with submitting the offer, provided it has pointed out these costs before making the offer.

4. Formation of the Agreement

4.1 The agreement is established by the acceptance of the offer by the Principal.

4.2 If the offer is made electronically, the agreement is not concluded until Mactwin has confirmed receipt of the acceptance and the Principal has received this confirmation.

5. Obligations of Mactwin

5.1 Mactwin is obligated to cover its liability risk by taking out corporate liability insurance (CLI policy), with an insured amount of 500,000 euros per incident, where a series of related incidents is considered one incident. Upon the Principal's request, Mactwin will provide documentation showing the existence of the insurance it has taken out and provide insight into the conditions of this insurance agreement.

5.2 Mactwin will execute the work assigned to it properly and according to the provisions of the agreement. When executing the work, Mactwin will observe the applicable regulations, as they are or will be in force at the time of execution of the work.

5.3 In applicable cases, Mactwin informs and instructs the Principal or the person(s) appointed by the Principal on the commissioning and maintenance of the work delivered by Mactwin. The scope and method of this information and instruction are reasonably determined by Mactwin.

6. Obligations of the Principal

6.1 The Principal allows Mactwin the opportunity to perform the agreed work during Mactwin's standard working hours and under conditions that comply with legal safety requirements and other governmental regulations.

6.2 The Principal ensures that Mactwin can timely access the necessary approvals for the work (such as permits and exemptions) and data to be provided by the Principal. Mactwin gives instructions on this within its field of expertise.

6.3 The Principal provides available connection options for the energy needed for the work. The necessary electricity, gas, and water are at the expense of the Principal.

6.4 The Principal is responsible for applying for the connection of the installations to the relevant utility company's network or the public transmission networks. The connection costs are at the expense of the Principal. Mactwin provides instructions on this within its field.

6.5 The Principal must ensure that the work to be carried out by third parties and/or supplies that do not belong to Mactwin's work are performed so timely that the execution of the work is not delayed. If a delay as intended in this article occurs, the Principal must immediately notify Mactwin.

6.6 The Principal ensures the timely availability of adequate and safe auxiliary tools for the horizontal and vertical movement of heavy parts needed for the work and the accessibility of the workplace.

6.7 The Principal is obliged, at Mactwin's request, to provide data or make provisions necessary for the maintenance of the proper functioning of the products and services supplied by Mactwin.

6.8 The Principal bears the risk of damage caused by:

- a. Defects or unsuitability of items supplied or prescribed by the Principal or required to be sourced from a prescribed supplier;
- b. Non-delivery or late delivery of items referred to under sub a;
- c. Errors or defects in drawings, calculations, constructions, specifications, and execution instructions provided by the Principal;
- d. Poor performance of the agreement caused by or attributable to the helpers prescribed by the Principal;
- e. Unlawful acts or attributable failures of subcontractors and their helpers;
- f. Damage and/or loss of materials, parts, or tools delivered to the work site if and in so far as the Principal is responsible for their security;
- g. Insufficient maintenance of the product;
- h. Use of the product in violation of Mactwin's instructions.

6.9 The Principal permits Mactwin to place branding and/or advertising on the worksite or work.

6.10 The Principal is not entitled to use assistants engaged by Mactwin during the execution of the work for tasks unrelated to the work.

6.11 During the term of a maintenance or management contract, the Principal shall refrain from having Mactwin's supplied system or any part thereof repaired or serviced without Mactwin's written consent. As the implied and/or explicit licensee of the usage right of the software and/or system programming introduced by Mactwin in the installation, the Principal is prohibited from editing, copying, removing, or otherwise utilizing these Mactwin properties for purposes other than their intended use. The Principal is liable for all

infringements perpetrated by or on behalf of him on Mactwin's ownership rights concerning the software and/or system programming provided by Mactwin.

6.12 The Principal ensures compliance with any safety instructions given by Mactwin for the maintenance and proper use of the product provided by Mactwin.

7. Additional and Reduced Work

7.1 Settlement of additional and reduced work takes place:

- a. In case of changes in the specifications, the work, or the conditions of the execution of the work;
- b. In case of deviations from the amounts of provisional sums, estimated budgets, and from billable and/or estimated quantities;
- c. In the cases further determined in the agreement concluded between Mactwin and the Principal, including these terms.

Settlement of additional work takes place once with the appearance of the next payment term. If no term payment has been agreed, the settlement of additional work occurs upon completion of the work. Settlement of reduced work takes place once upon final settlement.

7.2 The absence of a written order for the execution of additional work does not affect Mactwin's claims for additional work compensation.

7.3 If cost-increasing circumstances arise during the execution of the work, Mactwin will notify the Principal as soon as possible. Cost-increasing circumstances not attributable to Mactwin are settled as additional work.

8. Delivery

8.1 The delivery period and/or delivery date agreed between Mactwin and the Principal is not considered a strict deadline and/or date. Mactwin shall inform the Principal in time if a fixed agreed period will be exceeded, after which the parties will make further arrangements about the consequences of this exceedance.

8.2 The work is considered delivered:

- When Mactwin has informed the Principal that the work is completed, tested, and operational, and the Principal has approved or accepted the work;
- When at least eight days have passed since Mactwin has declared in writing to the Principal that the work is completed, tested, and operational, and the Principal has failed to approve or accept the work within that period;
- When the Principal takes the work (prematurely) into use, with the understanding that by (premature) use of part of the work, that part is considered delivered.

8.3 Delivery releases Mactwin from all liability for defects the Principal should have reasonably discovered at the time of delivery.

8.4 Minor defects that can be rectified within the warranty periods and do not affect the functioning of the work do not prevent delivery.

8.5 As a result of delivery, the risk for the work transfers from Mactwin to the Principal.

9. Payment and Retention of Title

9.1 Mactwin is entitled to request (further) security from the Principal at any time after concluding the agreement for the proper fulfillment of its payment obligations to Mactwin. In case Mactwin has reasonable grounds to fear that the Principal will not meet its payment obligations, Mactwin is entitled to suspend the execution of the work if the Principal refuses or is unable to provide payment security upon Mactwin's request.

9.2 Payment for invoices issued by Mactwin to the Principal must be made within the period specified on the invoice. If no payment term is stated on the invoice, payment must be made within 14 days of the invoice date. If the parties have agreed on an advance payment, this advance payment must be made within seven days of the establishment of the agreement.

9.3 The Principal is in default after the expiration of the payment term specified on the invoice. Mactwin is then authorized to proceed with the collection of the amount owed without further notice of default. All costs associated with this collection are at the expense of the Principal.

9.4 For the period during which the Principal is in default with payment of the amounts due, it owes Mactwin interest equal to the applicable statutory interest increased by 2%.

9.5 All payments made by the Principal are first applied to reduce costs and interest due by the Principal and then to the oldest unpaid invoices, even if the Principal states at the time of payment that the payment relates to other invoices.

9.6 As long as the Principal has not fulfilled its payment obligations under the agreement, including any amounts the Principal may owe due to its default, Mactwin remains the owner of all items delivered to the Principal, including materials and products.

9.7 All prices quoted by Mactwin are in Euros and exclude VAT.

9.8 Mactwin is entitled to adjust prices and wages due to price increases, including those resulting from introduced or increased taxes, import duties, or other levies by the government, as well as currency exchange rate fluctuations or changes in raw material prices, after notifying the Principal. The Principal has the right to dissolve the agreement if Mactwin increases the price by more than 15%, after reimbursing the costs already incurred by Mactwin to execute the agreement.

10. Warranty

10.1 During a period of six months after delivery, Mactwin guarantees that it will rectify any defects unless the respective defect is not a result of the performed work.

10.2 Mactwin's warranty obligation only applies to defects that were not reasonably detectable at the time of delivery and that occur under normal operating conditions and proper use of the work. It does not extend to defects resulting from insufficient maintenance by the Principal, changes made without Mactwin's written consent, repairs performed by the Principal, normal wear and tear, or defects for which the Principal is liable.

10.3 Mactwin's warranty obligation lapses if:

- Defects in the work are not reported to Mactwin as soon as possible after they are discovered or should have been reasonably discovered;
- The Principal does not demonstrate that the defects are attributable to the inferior quality or defective execution of the work, or if the work's design originated from Mactwin, are the direct result of a culpable error by Mactwin;
- The defect is a result of insufficient maintenance by the Principal;
- The Principal does not provide Mactwin with all cooperation necessary to enable it to rectify the defects within a reasonable period;
- The Principal, during the warranty period and without Mactwin's written consent, commissions a third party to make provisions to the work, or when the Principal himself makes such provisions;
- No necessary periodic maintenance is performed on the work during the warranty period;
- The Principal has not fulfilled its payment obligations to Mactwin.

10.4 The Principal is obliged to deliver to Mactwin's location all products covered by Mactwin's warranty obligation needing repair. Parts replaced by Mactwin under the warranty obligation remain Mactwin's property.

10.5 To fulfill warranty obligations within the Assignment, Mactwin makes provisions at the Principal's location, such as installing a router, to enable remote problem analysis and resolution. The Principal will cooperate in remotely accessing the delivered systems and will provide (internet) access for this purpose. If the Principal does not permit or cooperate in making the systems remotely accessible, Mactwin is entitled to charge the extra costs incurred for fulfilling warranty obligations to the Principal.

10.6 If, in Mactwin's opinion, the repair costs are disproportionate to the Principal's interest in the repair, Mactwin has the option to compensate the Principal for the damage suffered as a result of the defect instead of repairing it.

II. Liability

11.1 Unless there is intent or gross negligence by Mactwin, Mactwin is not liable to the Principal for any damages incurred, including all direct and indirect damages, such as personal injury, consequential or business damages. Thus, Mactwin is not liable for:

- Damage caused by not or not timely fulfilling any obligation due to circumstances not attributable to Mactwin;
- Damage caused as a result of normal wear and tear;
- Damage that is unavoidable with a correct execution of the Assignment or results from the urgency required by circumstances;
- Damage as a result of any shortcomings of the delivered product;
- Damage as a result of inaccuracies in the data provided by or on behalf of the Principal.

11.2 Mactwin is not liable for damage caused by following instructions from the Principal or by working with items, employees, and/or assistants of the Principal.

11.3 Mactwin is not liable for damage resulting from alterations made to or work performed on the work or services delivered by Mactwin by the Principal themselves and/or if the Principal uses these works and/or services for purposes other than normal business purposes.

11.4 Mactwin is also not liable for inaccuracies or omissions arising while transmitting or sending data, delays or errors in the transmission of data, communication disruptions, problems reaching the people designated by the Principal, (the consequences of) computer, pager, telephone, or fax malfunctions, programming errors, outages, or disconnections of a fixed line connection, caused anywhere.

11.5 The Principal indemnifies Mactwin against all claims from third parties regarding damages that remain the responsibility of the Principal under these terms, including damages resulting from infringements on intellectual and industrial property rights. Thus, the Principal indemnifies Mactwin against third party claims, including for:

- Business damage suffered by the Principal and/or a third party in any form caused by damage, malfunction, loss, or failure of the work or product;
- Damage to movable or immovable property or individuals of the Principal or third parties;
- Damage as a result of not complying with legal or other government requirements;
- Damage caused by a third party engaged by the consent of the Principal by Mactwin.

11.6 The Principal bears the risk of damage caused by errors or defects in drawings, calculations, constructions, specifications, and execution instructions provided by him, as well as the risk of damage caused by errors or defects in designs approved by him from Mactwin.

11.7 The Principal is obliged to fully insure its property. Mactwin is not liable for uninsured or uninsurable material damage.

11.8 If Mactwin is liable for any reason, this liability is limited to the amount paid in the context of Mactwin's corporate liability insurance for the relevant case. If and to the extent that no payout takes place for any reason whatsoever under said insurance, any liability is limited to an amount of 25,000 euros.

12. Force Majeure

Force majeure refers to circumstances that Mactwin could not reasonably have taken into account when entering into the agreement and which he did not know. These include:

- Terrorism, malicious contamination, as well as government and/or third-party measures to avert the impending danger of terrorism and/or malicious contamination, or if this danger has been realized, to limit its consequences;
- Strikes, to the extent they limit Mactwin's services, import or trade bans;
- Non-compliance by Mactwin's suppliers with their obligations, including not continuously (correctly) functioning telephone and network connections;
- Extreme weather and traffic conditions.

13. Suspension, Dissolution, and Termination

13.1 In the case of force majeure, Mactwin is entitled, without judicial intervention, to suspend the execution of the work for up to six months or to terminate the work in an unfinished state without being liable for any compensation. All costs incurred by Mactwin up to that point are immediately and fully payable.

13.2 The Principal is not allowed to offset any amount owed by him with amounts that Mactwin may owe him. The Principal is also not entitled to suspend payment under the agreement in connection with any other agreements concluded by the Principal.

13.3 If the Principal fails to fulfill one or more of its obligations arising from the agreement, whether on time or properly, Mactwin is entitled to suspend without further notice and judicial intervention, without being obligated to any compensation, the delivery of goods and/or services, and/or dissolve the agreement with immediate effect by means of a written notice to the Principal, notwithstanding all other rights available to Mactwin.

13.4 In addition to the other rights available to Mactwin, Mactwin can always dissolve the agreement with the Principal without further notice or judicial intervention or liability towards the Principal by means of a written notice if the Principal leaves its payable obligations unpaid, if the Principal becomes insolvent, is declared bankrupt, applies for suspension of payments, invokes the Debt Restructuring Act for Natural Persons, transfers or substantially changes its business operations, or if an attachment is levied on it that is not lifted within 30 days of the date of attachment.

13.5 If Mactwin and the Principal have entered into a fixed-term agreement, the Principal is obliged to cancel this agreement at least three months before the expiration of the agreed

term, failing which the agreement will be deemed to have been tacitly extended for a period of one year.

14. Intellectual Property

14.1. Mactwin remains the owner of any images, drawings, calculations, explanations, samples, diagrams, models, advice or other documentation provided in an offer made by Mactwin or an agreement with Mactwin. These images, drawings, calculations, etc., must be returned to Mactwin upon first request.

14.2. All intellectual and industrial property rights on the Product, instructions for use, etc., and the documentation referred to in paragraph 1 of this article, rest exclusively with and are exclusively for Mactwin.

14.3. The Principal is presumed to be aware that the manufacture of the Product may involve the use of patents. The Principal shall refrain from any act that infringes one or more of these patents. The Principal will promptly and specifically notify Mactwin if it becomes aware in any way of an infringement of any kind on one or more of Mactwin's patents. The Principal also indemnifies Mactwin against claims arising from any infringement on the aforementioned (patent) rights and will compensate Mactwin for all damages resulting from any infringement. In the event of a (alleged) infringement, Mactwin is, without further action, entitled to suspend the execution of the agreement wholly or partly or to terminate the agreement.

14.4. If the Principal acts contrary to the provisions of this article, it will incur an immediately payable fine of €100,000 for each violation to Mactwin, notwithstanding Mactwin's other rights.

15. Applicable Law and Disputes

15.1 All offers and agreements of Mactwin are exclusively governed by Dutch law.

15.2 Every dispute between Mactwin and the Principal will be resolved exclusively by the Arbitration Council for the Metal Industry and Trade, except that Mactwin is authorized to submit the dispute to the ordinary court; in that case, the dispute will be submitted to the competent court in Arnhem.

16. Final Provision

16.1 If any provision of these General Terms and Conditions is invalid or nullified, the validity of the remaining provisions will not be affected. Instead of the invalid and/or nullified provision, a provision shall be considered to have been agreed, which, within the legal possibilities, most closely reflects the intent and spirit of the invalid and/or nullified provision.

16.2 Mactwin is entitled to change these General Terms and Conditions in the future. Mactwin will notify the Principal of any changes.

Management & Maintenance Terms

Maintenance

1. Mactwin will inform the Principal at least two days in advance about the date and time of the maintenance work. The Principal must notify any potential hindrance at least 24 hours before the start of the work; otherwise, the resulting costs will be charged.
2. The maintenance work will be carried out on working days between 8:00 a.m. and 5:00 p.m. If maintenance starts during these hours and it is considered necessary to continue the work outside these hours, the Principal will be requested to cooperate. No additional costs will be charged.
3. If a signaling system with a silent alarm notification is involved, the Principal must ensure that the control room is informed in time about the scope, start time, and duration of the work to prevent unnecessary alarms.
4. Mactwin will record all performed maintenance work in a logbook. Any detected defects in the installation will be immediately reported by you.
5. To extend the maintenance contract, it must be checked whether a technical overhaul is necessary. The costs for this overhaul are at the expense of the Principal. After revision, the current agreement can be continued based on newly established conditions for a certain period.
6. The cleaning of smoke detectors is not included.
7. If a fire detection system is involved and the design of the emergency power supply is based on an emergency power supply of 24, 12, or 6 hours, any malfunction in the power supply must be repaired within 24, 12, or 6 hours.
8. The Principal must provide adequate and approved climbing equipment.
9. As a fire detection and evacuation maintenance company and BORG electronic security company, maintenance work will be conducted by Mactwin under certification. For inspection, representatives from or on behalf of the certification and accreditation bodies who wish to observe the activities of the certification body must have access to the location(s) where the work is conducted or has been conducted.

Terms for Monitoring Services Private Alarm Center

10. The Principal provides, according to the desired procedure, the control room in writing with all necessary information and data needed for the proper execution of the agreement. The Principal is responsible for the timely provision of this information and its accuracy.
11. Changes in the response procedure must be timely communicated in writing by the Principal to the control room. Costs are based on a maximum of 20 changes per year. If this number is exceeded, costs may be charged.
12. After connecting the Principal's alarm equipment to the Control Room, a test period of 14 days is observed. During this period, action is only taken towards key holders upon

receiving an alarm notification, not to the police or fire brigade. This test period aims to familiarize users with the operation of the alarm equipment. Regular human errors causing unnecessary alarms can negatively affect police, and fire brigade response. If unnecessary alarms or malfunctions occur during the test period, the aforementioned period is extended by 14 days from the time of these unnecessary alarms or malfunctions. The test period remains anyhow until the signed service agreement is returned.

13. One-time administrative, reporting, and possible phone costs are not included in the contract price and will be charged separately.
14. The costs for the monitoring services may be adjusted if the number of actual treated phone or interference signals significantly deviates from previous years.
15. If more than 10 repeated unnecessary alarms per year are caused by the Principal or employees of the Principal, Mactwin is entitled to charge an amount per unnecessary alarm.
16. Mactwin reserves the right to temporarily suspend monitoring services without the Principal having any rights to claim any form of compensation if the number of unnecessary alarms justifies it. If this is the case, the Principal will be informed by phone and in writing. The contract will only be restored after the Principal has demonstrated that unnecessary alarm notifications will be prevented.
17. If due to force majeure, understood to include: war or a similar situation, riots, sabotage, fire, lightning strike, explosion, flooding, and any event beyond the control of Mactwin or the control room that reasonably makes the performance of the agreed monitoring services impossible, the control room cannot perform the agreed monitoring services for a period of up to thirty consecutive days, the parties have the right to terminate the agreement concerning the monitoring services with immediate effect.

General

18. The annual fee for this contract is paid in advance based on an invoice. Payment of the fees must be made without any deduction and without costs to Mactwin within 30 days from the invoice date.
19. Cost increases resulting from changes in wages and prices are at the expense of the Principal.
20. If activities under this management & maintenance agreement are performed on a post-calculation basis, the Mactwin contract rates and travel costs apply. If no contract is concluded, Mactwin standard rates apply for hours and travel costs.
21. Mactwin may annually adjust maintenance costs and rates as of January 1 based on the service price index (SPI) of the previous third quarter, published by CBS. For software, the price may be adjusted due to a change in the software's catalog value. The maintenance amount for software applications is based on a percentage of the

software's catalog value. The costs are determined each year based on the new catalog value of the respective software.

22. This agreement can be extended by the Principal with a new system installed by Mactwin or an extension of an existing system. This expansion occurs and becomes effective when the Principal instructs Mactwin. If the new system is not installed by Mactwin, Mactwin reserves the right to assess and approve the system before it is added to this agreement. The expansion will be added to this agreement as a new version of appendix B or as an addition to appendix B as an addendum. The service obligation for the new or expanded system starts on the date specified in the new overview.
23. For activities performed outside normal working hours, the following surcharges apply:
 - On weekdays 5:00 p.m. – 11:00 p.m.: 35%
 - Between 11:00 p.m. – 8:00 a.m.: 100%
 - On Saturdays between 8:00 a.m. – 11:00 p.m.: 50%
 - On Sundays and public holidays: 100%

The management & maintenance agreement is valid for the period mentioned in the agreement and will be tacitly extended for a period of 1 year each time. This extension does not apply if one of the parties gives written notice that they intend to terminate the agreement. Termination must occur by registered mail, observing the stipulated notice period.

Subscription Terms ICT and Alarm Transmission Services

1. The following Subscription Terms apply to all subscriptions directly concluded between Mactwin and the Principal in the field of hosting services, ICT network connections, and alarm transmission services. These terms also apply to the hardware included in the subscription and are additional to the General Terms and Management & Maintenance Terms.
2. The provision of individual services is agreed upon for an indefinite period, with a minimum duration specified in the agreement, calculated from the date of availability.
3. Termination by the Principal of the agreement regarding the individual services can occur after the minimum term, with a notice period of 3 months for hosting and network connection services, and 6 months for alarm transmission services.
4. The Principal is liable for the agreed fee for a service from the date of availability of a network connection or service, regardless of the operational deployment of the network connection or service by connecting all necessary equipment.
5. The Principal is not allowed to make a service available to a third party unless the computer systems of those third parties are physically located on the Principal's

business premises. This prohibition does not affect the possibility of the Principal providing data or disk space on the Principal's computers to third parties via the service.

6. Alarm transmission services (Alarm over IP) will be carried out according to EN50136 (ATS1 to ATS6) and EN54-21 (Type 1 and Type 2).
7. To meet certification criteria for an applicable standard for alarm transmission services, the Principal will, at its own expense, make and maintain the necessary technical provisions indicated by Mactwin.
8. Mactwin is authorized to request alterations to the facilities mentioned in Article 7 of the Principal at any time within the execution of the agreement if these adjustments are necessary, according to Mactwin's insight, to continue to meet the certification requirements of the alarm transmission service.
9. Mactwin takes appropriate measures for the security of the service(s) to achieve an appropriate level of security. If a service with an Internet connection is chosen, the Principal is aware that Mactwin cannot reasonably provide full protection against security risks associated with an Internet connection.
10. The alarm transmission services, as mentioned, solely serve as a notification to the client or individuals to be designated by the client and do not guarantee the prevention of crime, fire, and other causes of damage.