

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS OR SERVICES TO CLIMATE-KIC (STANDARD TERMS & CONDITIONS)

1 INTERPRETATION

In these Standard Terms & Conditions the following words have the following meanings:

Background IPR means any and all Intellectual Property Rights which were already in possession of a party before the starting date of the agreement and/or which were generated by a party outside the scope of the Services.

Climate-KIC means Climate-KIC Holding B.V. (or the applicable identified subsidiary) purchasing the Goods or acquiring Services from the Supplier.

Contract means the agreement between Climate-KIC and the Supplier comprising: (i) the Commercial Terms, (ii) these Standard Terms & Conditions, (iii) the Ethical Standards for Climate-KIC Contractual Counterparties available at <https://www.climate-kic.org/policies> and (iv) if applicable and listed in the Commercial Terms, the FPA/SGA Pass Through Terms for EIT Funded Suppliers to Climate-KIC available at <https://www.climate-kic.org/policies>

Employment Liabilities means all claims, demands, losses, liabilities, actions, proceedings, damages, compensation, awards, judgements, fines, costs (including legal and professional costs) and expenses.

Fees means the fees specified in the Contract as payable in exchange for the Services.

Foreground IPR means any invention or discovery (whether patentable or not), copyright, trademark, design right or confidential know-how conceived, produced or reduced to practice by the Supplier in carrying out its Services under the Contract.

Goods means any goods (or any part or parts thereof) agreed in the Contract to be purchased by Climate-KIC from the Supplier.

Services means the services agreed to be provided by the Supplier to Climate-KIC under the terms of the Contract.

Supplier means the individual or organisation who accepts or agrees the Contract.

TUPE means the transfer of undertakings as per Council Directive 2001/23/EC, any local legislation implementing such Directive or any local legislation to a similar effect or covering the same topic as the Directive, and in each case, as such law may be amended, supplemented or replaced from time to time.

In these Standard Terms & Conditions, references to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced, and references to the singular include the plural and vice versa as the context admits or requires.

2 APPLICATION OF TERMS & CONDITIONS

These Standard Terms & Conditions shall govern the Contract to the entire exclusion of the Supplier's terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, proposal, acknowledgement or

acceptance of a purchase order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

Climate-KIC's rights under these Standard Terms & Conditions are in addition to the statutory terms implied by other applicable laws in relation to the sale of goods and supply of goods and services.

3 ACCEPTANCE & PRECEDENCE

These Standard Terms & Conditions are an offer by Climate-KIC to buy from the Supplier and become part of the binding Contract on the terms set forth herein when accepted by the Supplier by the commencement of performance or such earlier act evidencing agreement such as execution of the Commercial Terms.

Notwithstanding the foregoing, in the event of a conflict between these Standard Terms & Conditions and the Commercial Terms or any other documents specified in the Commercial Terms, these Standard Terms & Conditions shall prevail.

4 INDEPENDENCE & EMPLOYMENT LIABILITIES

The Supplier shall perform the Services independently, at its discretion and without supervision or guidance of Climate-KIC. Climate-KIC is however entitled to provide the Supplier with directions and instructions concerning the outcome of the Services.

Nothing in the Contract shall prevent the Supplier from entering into other agreements for services during the term of the Contract provided always that such other agreements do not impose restrictions on the Supplier's ability to perform the Services properly and effectively and in accordance with the Contract, nor place the Supplier in a position of conflict of interest with Climate-KIC.

The Supplier shall indemnify Climate-KIC against all Employment Liabilities relating to claims that the Supplier, or any individual associated with the Supplier's provision of the Services, has become an employee or worker of the Company by operation of TUPE as a result, of any of the events contemplated by this Contract.

5 SUPPLY OF SERVICES/PROVISION OF GOODS

The Supplier will provide the Goods or Services to Climate-KIC from the specified date in accordance with the Contract.

The Supplier will meet any performance dates for the Goods or Services specified by Climate-KIC and time is of the essence in relation to all specified performance dates.

The Supplier will:

- cooperate with Climate-KIC in all matters relating to the Goods or Services and comply with all instructions of Climate-KIC,
- perform the Services or provide the Goods with reasonable skill and care and in accordance with industry best practice prevailing in the relevant sector from time to time and the laws and regulations in the relevant jurisdiction(s) applicable to the Services,
- use suitably skilled and experienced personnel to deliver the Services or provide the Goods,

- ensure that all the Supplier's personnel who access Climate-KIC's physical premises or virtual environment comply with those of the Climate-KIC's policies that apply to persons who are allowed such access,
- use the best quality goods, materials, standards and techniques in providing the Goods or Services and ensure that all goods and materials supplied and used in the Services or transferred to Climate-KIC will be free from defects in workmanship, installation and design,
- ensure that the Goods or Services conform with all descriptions and specifications provided by Climate-KIC and are fit for any purpose that Climate-KIC explicitly or implicitly makes known to the Supplier,
- obtain and maintain all licences and consents which may be required for provision of the Goods or Services, and
- not do or omit to do anything which may cause Climate-KIC to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business comply with all applicable laws, regulations, policies, guidelines or industry codes, and with the specific requirements applicable to this relationship as specified in the Contract.

6 FEES, PAYMENT TERMS & TAX

In consideration for satisfactory delivery of the Services, the Customer agrees to pay the Supplier the Fees in accordance with the Contract.

Unless otherwise specified in the Commercial Terms, the Supplier shall invoice Climate-KIC for the Fees monthly in arrears with payment of undisputed amounts due no later than 45 days after the date of receipt of invoice by Climate-KIC.

Fees are exclusive of any value added tax or any other locally applicable equivalent transaction taxes (including sales tax, excise tax, goods and services tax, consumption tax, business tax or similar taxes) (VAT), all of which is payable by the Customer at the rate and in the manner from time to time prescribed by law.

7 WARRANTIES & REPRESENTATIONS

The Supplier represents, warrants and undertakes that any Goods and Services comply with applicable laws and regulations of the country/ies of origin and destination, including those relating to manufacture, labelling, transportation, importation, exportation and licensing.

The Supplier warrants and undertakes that they will observe all health and safety rules and regulations and any other security requirements that apply at any place where the Goods or Services are delivered.

The Supplier represents, warrants and undertakes that they:

- will accept this Contract and operate their business in compliance with all applicable laws and regulations,
- have read and will comply with the Ethical Standards for Climate-KIC Contractual Counterparties available at <https://www.climate-kic.org/policies> and if applicable and listed in the Commercial Terms, the

FPA/SGA Pass Through Terms for EIT Funded Suppliers to Climate-KIC available at <https://www.climate-kic.org/policies>

- will not take any action that will cause Climate-KIC to be in breach of any applicable laws or its own policies as available at <https://www.climate-kic.org/policies> including those for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism and in relation to conflicts of interests and gifts,
- have taken reasonable steps to ensure that there is no modern slavery or human trafficking in their supply chain or in any other part of their business and have implemented due diligence procedures to that effect,
- have not nor have nor any of their officers, employees or other persons associated with the Supplier:
 - been convicted of any offence involving slavery and human trafficking, or
 - been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking,
- will not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and will not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of Climate-KIC, and
- will ensure that they and their affiliated companies, suppliers and subcontractors performing Services with Climate-KIC operate their business in compliance with all applicable laws and in a manner consistent with the principles above.

The Supplier represents, warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of this Contract will not violate applicable embargo regulations. Climate-KIC has the right to conduct screening checks of the Supplier, including verification of the Supplier's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that the Supplier is an international sanctioned party or is in violation of embargo regulations, Climate-KIC may immediately terminate this Contract for material breach as below.

8 CONFIDENTIALITY

Confidential Information means any information relating to a party's services, operations, plans or intentions, service information, design rights, trade secrets, market opportunities and business affairs or those of its clients or affiliates, whether or not marked or indicated as confidential and howsoever disclosed to the receiving party, for as long as that information is not in the public domain (except where in the public domain by reason of a breach by the receiving party), except where the

receiving party receives it independently of the disclosing party either from a third party or where it was in the receiving party's possession prior to the date of the Contract.

Each party agrees that it will only use the Confidential Information for the purposes of delivering or receiving the Goods or Services and will exercise no lesser security measures and degree of care in relation to the Confidential Information than it would apply to its own Confidential Information. Each party agrees not at any time during the term of these Conditions nor for 5 years after termination of the Contract to disclose Confidential Information except to its employees, officers, third party funders, representatives, subcontractors or agents (who it shall ensure are bound by obligations of confidentiality on terms no less onerous than those under the Contract), or as required by law.

9 DATA PROTECTION

The parties shall comply with applicable data protection legislation including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, in each case as amended, supplemented or replaced from time to time.

The Supplier warrants that it has obtained the informed, clear and explicit consent of any data subject whose personal data (within the meaning of applicable legislation) it transfers to Climate-KIC, including but not limited to onward processing and transfer by Climate-KIC in line with Climate-KIC's publicly available Privacy Policy at <https://www.climate-kic.org/policies/privacy-policy/> as updated from time to time.

The terms data controller, data processor, data subject and personal data shall have the same meaning as in Regulation (EU) 2016/679 as amended, supplemented or replaced from time to time. For the purposes of the Contract, both parties can be data controllers and processors.

The data processor shall process personal data only to the extent, and in such a manner, as is necessary for the performance of these Contract and shall not process the personal data for any other purpose nor beyond the term of the Contract.

The data processor shall promptly comply with any request from the data controller requiring the data processor to amend, transfer or delete the personal data and shall provide the data controller with full co-operation and assistance in relation to any request made by a data subject to have access to that person's personal data.

The data processor shall provide the data controller with full cooperation and assistance in meeting its obligations under the GDPR or any other data protection legislation, including but not limited to ensuring the security of processing and the conduct of data protection impact assessments.

The Supplier (or any subcontractor) must not transfer or otherwise process personal data outside the European Economic Area (EEA) unless the following conditions are met: (a) The Supplier is processing personal data in a territory which is subject to a current finding by the European Commission under the data protection legislation that the territory provides adequate protection for the privacy rights of individuals (EC Adequacy decisions at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en; as amended or replaced

from time to time). Specifically, there can be only an adequate level of data protection for an organisation in the USA if that organisation participates in the Privacy Shield Program; or (b) they can ensure that appropriate technical, organisational and security measures have been implemented in a way that the processing will meet the requirements of the data protection legislation and ensure an adequate level of protection with respect to the privacy rights of individuals as required by the General Data Protection Regulation ((EU) 2016/679); or (c) the data subject has explicitly consented to the transfer after having been informed of the possible risks of such a transfer.

The data processor shall promptly inform the data controller if any personal data is lost or destroyed or becomes damaged, corrupted, or unusable or if it becomes aware of any unauthorised or unlawful processing, or if it receives any request to act in a way which is incompatible with the GDPR and any other local data protection legislation.

The data processor warrants that:

- it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments,
- it will ensure that employees and other workers are subject to a duty of confidentiality in relation to personal data processed under these Conditions,
- it will not permit sub-processing of personal data under the Contract except as permitted herein, other than with the prior written consent of the data controller,
- it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data including, but not limited to, appropriate security measures, and
- on termination of the Contract, if requested by the data controller, it will delete or return all personal data in accordance with the data controller's instructions.

10. INTELLECTUAL PROPERTY

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Any and all Intellectual Property Rights which were already in possession of a party before the starting date of the Contract and/or which were generated by a party outside the scope of the services, hereinafter referred to as Background IPR, remain with that party. The Supplier acknowledges and agrees that (i) Climate-KIC shall retain exclusive rights to all Climate-KIC Background IPR; and (ii) Supplier has no right to use or license the Climate-KIC Background IPR, except as expressly set forth in this Contract.

Climate-KIC shall have ownership of the Foreground IPR and the Supplier grants a non-exclusive, royalty free, transferable, and perpetual license to Climate-KIC to use the Background IPR of Supplier for the purposes of the execution of the Contract, which may be sub-licensed to group companies, affiliates and partners of Climate-KIC for the same purpose. No royalty or other payment will be due from Climate-KIC in respect of such IPR and the Supplier will at Climate-KIC's request and expense, assign to Climate-KIC its title to any such IPR and to any patent applications made thereon, and will execute all instruments necessary for the filing and prosecution of patent applications in any country or any division, continuation or partial continuation thereof or for any reissue of any patent issued on any such application.

If any work is commissioned or ordered for Climate-KIC from any third party, the Supplier will ensure that all IPR in that work is assigned or transferred to Climate-KIC in accordance with this clause. The Supplier will obtain or procure the obtaining for Climate-KIC of all necessary permissions, consents and releases including waiver of moral rights from authors, artists, photographers, models and any other persons and IPR holders as may be required in connection with the Contract. The Supplier represents, warrants and undertakes that Climate-KIC's use and possession of any materials generated by or obtained from the Supplier under the Contract, shall not infringe any third party's IPR.

The Supplier will indemnify Climate-KIC in respect of all claims and liabilities, damages and expenses incurred by Climate-KIC as a result of or in connection with any actual or alleged infringement of the intellectual property or other rights of any third party, in connection with the use or supply of the Services or provision of Goods.

11 LIABILITY AND INSURANCE

To the extent permitted by law, the Supplier will be liable for all liabilities, costs, expenses, damages or losses suffered or incurred by Climate-KIC (or any of its affiliates) to the extent that they are directly or indirectly caused by the Supplier.

The Supplier shall maintain in force insurance policies, against all risks that would normally be insured against by a prudent person in connection with this Contract and produce to Climate-KIC on request of that insurance.

12 TERMINATION

Unless a different termination by notice right is specified in the Commercial Terms, Climate-KIC may terminate the Contract at any time by giving 7 days' written notice in advance.

Either party may terminate the Contract by giving written notice to the other party if:

- the other party fails to pay any amount due under the Contract and remains in default for 60 days after being notified in writing to make such payment,
- the other party commits a material breach of the Contract, this includes but is not limited to the warranties and representations as mentioned under Article 7 of these Standard Terms and Conditions,
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or (being a company or limited liability partnership) is deemed unable to pay its debts or has been declared insolvent or similar steps have been taken under any applicable law.

Termination of the Contract, however arising, will be without prejudice to the rights of Climate-KIC accrued prior to termination.

Notwithstanding expiry or termination of the Contract in accordance with its terms, the obligations in Sections 7 to 11 inclusive and Section 18 shall remain in full force and effect.

13 ASSIGNMENT, SUBCONTRACTING AND THIRD-PARTY RIGHTS

The Supplier shall not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without Climate-KIC's prior written consent. Notwithstanding the appointment of any subcontractor, the Supplier shall remain liable for all acts or omissions of its subcontractors, as if the Supplier had performed (or, as the case may be, failed to perform) them itself.

Climate-KIC shall have the right, without such written consent of the Supplier, to assign, delegate, contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any Climate-KIC subsidiary, branch or affiliate or any non-profit entity incorporated by Climate-KIC.

The Contract will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this clause shall be void and of no effect.

Subject to this clause, under no other circumstances shall a term of the Contract be enforceable by a person who is not a party to this Contract.

14 RECORD KEEPING

The Supplier shall in accordance with professional audit and accountancy practices, maintain an audit trail of the Services provided and the financial and non-financial transactions resulting from the Contract.

15 FORCE MAJEURE

Climate-KIC reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Climate-KIC including, without limitation, acts of god, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

16 VARIATION

The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

17 MISCELLANEOUS

The Contract comprises the whole agreement between the parties concerning the Goods and/or Services and superseding all prior written and oral exchanges.

This Contract may be executed via PDF or other electronic means in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

No provision of the Contract creates a partnership between the parties. Except to the extent expressly provided herein (and subject always to the limitations on the authority stated in the Contract, as applicable), neither party may act as the agent of the other party.

The invalidity or unenforceability of any provision in the Contract shall not affect the validity of the remaining provisions.

18 GOVERNING LAW AND DISPUTE RESOLUTION

These Contract will be governed by the laws of the Netherlands. The Parties submit to the exclusive jurisdiction of the District Court of Amsterdam without prejudice to Climate-KIC's right to have the dispute settled before the competent court in the district where the Supplier is based.