

1. PERFORMANCE BY SUPPLIER

- 1.1 Supplier shall fulfil its obligations on the agreed dates and within the agreed timelines as set forth in the Agreement. With respect to such dates and timelines, time is of the essence (“fatale termijnen”).
- 1.2 Supplier shall notify NN immediately in writing once Supplier is unable, or expects to be unable, to (timely) fulfil any of its obligations under the Agreement.
- 1.3 If Supplier fails to (timely) fulfil any of its obligations under the Agreement, NN shall, without prejudice to any other right NN may have, be entitled to have those obligations fulfilled by a third party. In such case, Supplier shall assist NN in transferring all necessary information to that third party in order to achieve a smooth transfer.
- 1.4 Supplier shall ensure the continuous provision of the Services, including in case of failure by any Subcontractor to meet its Service Levels or any other contractual obligations.

2. EXCUSED PERFORMANCE - HARDSHIP

- 2.1 Once Supplier becomes aware of a(n) (actual or likely future) failure by NN to perform any of its obligations under the Agreement which may reasonably be expected to impact Supplier's performance of its obligations under the Agreement, Supplier shall immediately notify NN thereof in writing setting out the relevant failure by NN and the (expected) impact on Supplier's performance and costs.
- 2.2 Only in the event of a timely notification by Supplier in accordance with clause 2.1 above and subject to Supplier's continued compliance with its obligations to the extent possible, the time of performance by Supplier of the affected obligations shall be extended by the period of delay caused by NN's failure.
- 2.3 Notwithstanding NN's failure to perform any of its obligations under the Agreement, Supplier shall use reasonable efforts to avoid or mitigate the consequences of such failure and continue to perform its obligations in accordance with the terms and conditions as set forth in the Agreement.
- 2.4 Unless Supplier complies with the procedure of notification as set forth under clause 2.1 above, Supplier shall not use any of the circumstances referred to under clause 2.1 above to excuse any delay or additional cost in performing its obligations under the Agreement.
- 2.5 The Parties expressly waive the provisions of article 5.74 of the Belgian Civil Code enabling a debtor to request its creditor to renegotiate a contract in case of a change in circumstances that would make the performance of the contract excessively onerous for the debtor (hardship), and each Party hereby expressly and irrevocably waives any rights that it may have under article 5.74 of the Belgian Civil Code and agrees not to make any claim under article 5.74 of the Belgian Civil Code.

3. SUBCONTRACTING

- 3.1 If Supplier wishes to engage a (new) Subcontractor in the performance of the Agreement, Supplier shall timely, but no later than one (1) month before such desired engagement, obtain NN's prior written approval, which approval will not be unreasonably withheld nor delayed.
- 3.2 Supplier shall remain fully responsible and liable for the performance of its obligations by a Subcontractor and Supplier warrants that each Subcontractor shall be bound by terms and conditions no less restrictive than the relevant terms and conditions as set forth in the Agreement.
- 3.3 Parties shall mention and include each Subcontractor, including any (agreed upon) changes thereto, in the Schedule “Approved Subcontractors” to the Agreement, including a clear description of the obligations to be performed by such Subcontractor.
- 3.4. Supplier shall not allow its Subcontractors to subcontract any part of its obligations under the Agreement to another subcontractor and/or any other third party, except after prior written approval of NN.

4. PRE-EMPLOYMENT SCREENING

- 4.1 Supplier shall comply with all applicable rules and regulations regarding the identification and screening of its new and existing Supplier Employees and shall continue to do so for at least the term of the Agreement.
- 4.2 Supplier shall, to the extent applicable, comply with all pre-employment screening requirements as agreed upon between the Parties in the Schedule “Pre-Employment Screening”. NN shall provide Supplier with the applicable procedures regarding pre-employment screening.
- 4.3 Supplier warrants that Subcontractor's personnel engaged in the performance of the Agreement shall be subject to at least the same pre-employment screening requirements as agreed upon between the Parties.

5. SUPPLIER ACCESS TO NN PREMISES

- 5.1 After prior written approval of NN, NN shall grant relevant Supplier Employees access to NN Premises as may be necessary for the inspection thereof and for the delivery of the Products and/or Services and/or Deliverables, provided that NN always has the right to refuse to admit to, or to remove from, NN Premises any Supplier Employee who, in the reasonable opinion of NN, is not a reliable person to be on NN Premises. In such case,

- Supplier shall not be relieved from its obligations under the Agreement.
- 5.2 Parties shall agree upon the time and duration that Supplier Employees are allowed access to NN Premises. Supplier shall use all reasonable endeavors not to interfere with NN operations, NN's employees or any other supplier present on NN Premises.
 - 5.3 Supplier shall ensure that all Supplier Employees carry valid proof of identity while on NN Premises.
 - 5.4 Supplier shall be responsible for the delivery to, unloading of and removal from NN Premises, at its own risk and expenses, of all equipment necessary for the delivery of the Products and/or Services and/or Deliverables to NN.
 - 5.5 All equipment as referred to under clause 5.4 above shall remain the sole responsibility of Supplier and Supplier shall remain fully responsible for the care, safety and storage thereof. Supplier shall remove all equipment at the end of each visit and leave NN Premises in a clean, tidy and safe condition.

6. FINANCES

Prices and fees

- 6.1 The prices and fees are fixed during the term of the Agreement. All costs associated with Supplier's performance of the Agreement are deemed to be included in the prices and fees.
- 6.2 Prices and fees include any and all expenses (including, but not limited to, commuting costs, travel and accommodation expenses, travel time and visa costs).
- 6.3 Costs of quotations, samples, trial shipments, trial licenses and specimen materials shall be borne by Supplier.

Invoicing and payment

- 6.4 Supplier shall only submit itemized invoices in accordance with the requirements regarding invoicing as set forth in the Agreement, including appropriate supporting documentation if reasonably requested by NN.
- 6.5 NN shall pay undisputed invoices within thirty (30) calendar days of receipt by NN at NN's central billing address. NN's records shall serve as proof of the date of receipt, subject to evidence to the contrary adduced by Supplier.
- 6.6 If NN withholds or delays payment of an invoice on grounds of a breach of the Agreement by Supplier, or otherwise disputes any charge or amount on any invoice, NN shall notify Supplier thereof in writing as soon as possible including the reasons for such dispute. If such dispute cannot be resolved promptly through good faith discussions between the Parties, NN shall pay the amounts due less the disputed amount, and the Parties shall proceed in good faith to promptly resolve such dispute. Failure by NN to pay any disputed invoice shall not constitute a Material Breach of the Agreement by NN and Supplier shall continue to perform its obligations under the Agreement.
- 6.7 If NN wrongfully withholds or delays payment of an undisputed invoice amount, Supplier shall inform NN in writing thereof. If NN continues to wrongfully withhold or delay payment of an undisputed invoice amount for thirty (30) calendar days as of the date of receipt of the aforementioned notification, Supplier shall be entitled to a late-payment interest set forth in this Agreement.
- 6.8 In the event Supplier is entitled to a late-payment interest under this Agreement or Applicable Law, an interest rate of 2% on a yearly basis shall apply over the wrongfully withheld invoice amount calculated from the due date for payment.
- 6.9 A delay in payment or non-payment of an invoice by NN does not entitle Supplier to suspend the performance of its obligations under the Agreement, unless such invoice is undisputed and payment has been withheld or delayed over ninety (90) calendar days past the invoice due date. Supplier is not entitled to set off any amounts payable to NN against any claim it may have on NN.
- 6.10 Supplier shall invoice NN no later than six (6) months after the end of the period to which such prices and/or fees correspond. NN shall not be obliged to pay any invoice submitted by Supplier after such term.
- 6.11 Payment of an invoice does not constitute Acceptance of the Products and/or Services and/or Deliverables.
- 6.12 To the extent that the Products and/or Services and/or Deliverables are or are deemed to be delivered to NN or an Associated Company of NN vested in Belgium, the Products and/or Services and/or Deliverables will be subject to Belgian VAT.
- 6.13 To the extent that the Products and/or Services and/or Deliverables are or are deemed to be delivered to NN or an Associated Company of NN outside of Belgium, for VAT purposes such Associated Company of NN is vested in the country in which that Associated Company of NN has its corporate seat, pursuant to the terms of the applicable EU VAT Directive. Accordingly, no Belgian VAT shall be charged by Supplier but, where applicable, a VAT reverse charge will be applied.
- 6.14 Supplier shall adhere to NN's ordering and invoicing instructions, available on NN's website (<https://www.nn.be/en/suppliers>). Invoices and credit notes submitted by Supplier which do not comply with NN's requirements may be rejected and returned to Supplier. This also implies that the payment of such invoices may be delayed and that no late payment interests or fees will be accepted.

7. CONFIDENTIALITY

- 7.1 A Party will not disclose Confidential Information to a third party without the prior written approval of the other Party. This obligation shall apply during the term of the Agreement and for three (3) years thereafter.
- 7.2 A Party that receives or is in possession of Confidential Information shall:
- take all reasonable measures to ensure safe custody and use of the Confidential Information; and
 - not use Confidential Information for any other purpose than for which it has been communicated; and
 - not retain Confidential Information longer than is reasonably necessary for the fulfilment of its obligations towards the other Party, and, in any case upon termination of the Agreement, (i) either return the Confidential Information (including NN Data where applicable) to the other Party in the requested format, including any copies thereof, immediately after the fulfilment of all the aforementioned obligations or, (ii) after having obtained the other Party's prior written approval, permanently destroy the Confidential Information (including NN Data where applicable) and ensure the deletion of Confidential Information processed by its Subcontractors. At the first written request of the disclosing Party, such destruction shall be certified and confirmed by the receiving Party.
- 7.3 Notwithstanding the above, a Party may disclose Confidential Information of the other Party on a need to know basis to its respective employees, agents, current suppliers and potential incoming new suppliers, subcontractors, consultants and Associated Companies, or, in case of a (potential) transaction of the disclosing Party with a third party to acquire equity in the disclosing Party or to obtain another form of financing, to that respective third party (or its representatives), provided that:
- the disclosing Party shall remain fully liable for any unauthorised disclosure; and
 - such (natural) person or entity is under non-disclosure obligations no less restrictive than the non-disclosure obligations as set forth in this clause.
- 7.4 A Party is under no obligation to maintain confidentiality with respect to Confidential Information if:
- such Confidential Information was already in its possession on a non-confidential basis; or
 - such Confidential Information has lawfully come into the possession of that Party independently of the disclosing Party; or
 - that Party is required by law to disclose such Confidential Information to a judicial or administrative authority, provided such Party will notify the other Party in advance of such required disclosure so that the other Party has a reasonable opportunity to object to such disclosure.

8. INTELLECTUAL PROPERTY

- 8.1 NN and Supplier shall each retain all Intellectual Property Rights developed by each of them prior to, or independently from, the Agreement. Neither Party shall use trademark(s), trade name(s), logos and or any other intellectual property rights of the other Party without prior written consent of the other Party.
- 8.2 NN shall have any and all rights (including Intellectual Property Rights) and/or title with respect to NN Data and is exclusively entitled to have and take full control over NN Data. In relation to the NN Data, NN has all rights and remedies available under Applicable law, regardless of whether such rights and remedies are explicitly set out in the Agreement, including that Supplier and its Subcontractors will only use the NN Data if and to the extent required for the provision of the Services to NN (except if and to the extent otherwise agreed in the Agreement), and Supplier will delete and/or provide the NN Data in an easily accessible format in whole or in part at NN's first written request thereto.
- 8.3 Supplier hereby grants NN a non-exclusive, perpetual, worldwide and irrevocable license to use intellectual property in and to:
- the Products and/or Services and/or Deliverables; and
 - all materials related to the Products and/or Services and/or Deliverables in order to enable NN to enjoy the full benefit of the Products and/or Services and/or Deliverables, including any Documentation.
- 8.4 If Supplier develops Products and/or Services and/or Deliverables specifically for and/or on behalf of NN, such as, but not limited to Bespoke Software, Supplier shall assign to NN all intellectual property rights in and to such Products and/or Services and/or Deliverables by entering into the Agreement, which assignment NN hereby accepts.
- 8.5 In case of a transfer of intellectual property rights in and to Products and/or Services and/or Deliverables, Supplier:
- hereby expressly waives its right to oppose to any modification and/or alteration by NN to any of such Products and/or Services and/or Deliverables; and
 - shall unconditionally and fully co-operate with NN in any (legal) procedure and shall perform all acts required to effect such transfer; and
 - shall ensure that all agreements Supplier concludes with Supplier Employees and Subcontractors stipulate

- that all intellectual property rights arising from the performance of such agreements shall vest into Supplier; and
- d) in case of Bespoke Software, at first written request of NN, shall hand over the up to date source code to NN.
- 8.6 Supplier warrants the Products and/or Services and/or Deliverables do not infringe Intellectual Property Rights of third parties. Supplier shall indemnify NN against, and hold NN harmless from, all third party claims for infringement of any intellectual property rights of such third party. NN shall notify Supplier of such claim in writing as soon as possible.
- 8.7 If, as a result of a court decision or a settlement, NN shall not be able or allowed to use the Products and/or Services and/or Deliverables, Supplier shall, at its own costs and expenses, either:
- secure the right for NN to continue using the Product and/or Services and/or Deliverables; or
 - replace the Products and/or Services and/or Deliverables with an equivalent that does not infringe upon any third party rights; or
 - modify the Product and/or Services and/or Deliverables in such a way they no longer infringe such third party rights.
- 8.8 The remedies as set forth above are without prejudice to any other right NN may have, such as, but not limited to, the right to claim damages.

9. LIABILITY

- 9.1 In the event of a breach of the Agreement by one of the Parties, the Party in breach shall be liable to compensate the other Party for actually sustained direct damages arising from the breach.
- 9.2 For the purposes of clause 9.1 above, direct damages may include, inter alia:
- all reasonable costs to determine the actual cause and scope of, mitigate and remedy the damages;
 - all costs resulting from loss of data, data files and/or data configuration;
 - all reasonable costs as a consequence of the non or non-timely delivery;
 - damages to software systems, hardware equipment and any other (third party) proprietary, including replacement thereof;
 - fines imposed by Regulators;
 - all reasonable costs for legal fees.
- 9.3 Neither Party shall be liable towards the other Party for indirect damages. For the purposes of this clause 9.3, indirect damages shall mean loss of profits, revenue, turnover, goodwill or business opportunity.
- 9.4 Any restrictions or limitations on liability as set forth in the Agreement do not apply to (i) any of Supplier's obligations to indemnify NN; (ii) Supplier's confidentiality obligations; (iii) Supplier's liability in case of fraud, willful misconduct or gross negligence of Supplier or its directors, employees or Subcontractors; (iv) Supplier's liability in case of personal injury or death and (v) ESG related losses as described in clause 15.13.
- 9.5 Payment of a penalty by a Party to the other Party are without prejudice to any other right the other Party may have, including, but not limited to, the right to claim damages.
- 9.6 No responsibility, duty of care or liability whatsoever (whether in contract, tort or otherwise including, but not limited to, negligence) is or will be accepted by NN's directors, officers, members, employees, agents, consultants, affiliates or representatives towards Supplier and Supplier agrees not to bring any action or claim against any such persons under or in connection with this Agreement.

10. NN ASSOCIATED COMPANIES

NN Associated Companies' use of the Agreement

- 10.1 Any Associated Company of NN is entitled to receive Products and/or Services and/or Deliverables under the Agreement, provided NN shall be liable for any breach of the terms and conditions of this Agreement by any of its NN Associated Companies. If desired by such Associated Company of NN, it can enter into an agreement with Supplier under the same terms and conditions as set forth in the Agreement. Each NN Associated Company executing an own agreement with Supplier shall be solely responsible for its obligations pursuant to such agreement as well as for the obligations to be performed pursuant to such agreement and the liabilities arising out of that agreement.

Assignment to NN Associated Companies

- 10.2 NN may, subject to prior written notification to Supplier and at no additional costs to NN, assign its rights and/or obligations under the Agreement wholly or partially to any Associated Company of NN, provided that such Associated Company confirms in writing acceptance of the terms and conditions as set forth in the Agreement.
- 10.3 Supplier shall cooperate with NN in order to enable NN in exercising its right as set forth under clause 10.2 above.
- 10.4 NN's (remaining) rights and obligations under the Agreement shall not be adversely affected by NN's exercise of any of its right as set forth under clause 10.2 above.

Enforcement by NN Associated Companies

10.5 A NN Associated Company may enforce the terms of the Agreement directly against Supplier, subject to the following provisions:

- a) NN will bring any legal action, suit, claim or proceeding which that NN Associated Company would otherwise have if it were a party to the Agreement (each an “NN Associated Company Claim”) directly against Supplier on behalf of such NN Associated Company, except where the Applicable Laws and/or Data Protection Laws to which the relevant NN Associated Company is subject require that the NN Associated Company itself brings or be party to such NN Associated Company Claim; and
- b) for the purpose of any NN Associated Company Claim brought directly against Supplier by NN on behalf of such NN Associated Company in accordance with this article, any losses suffered by the relevant NN Associated Company may be deemed to be losses suffered by NN.

Local law requirements

10.6 Depending on the NN Associated Company making use of the Agreement and/or executing its own agreement with Supplier, local law requirements may apply. Supplier shall comply with all local law requirements delivered by NN to Supplier in writing, if any. In the event of a conflict with the terms of the main body of this Agreement, the local law requirements will prevail.

11. DIVESTMENT

11.1 If NN divests an Associated Company of NN, or part of NN’s business or that of an Associated Company (the “Divested Entity”), such Associated Company shall keep all acquired rights with respect to the Products and/or Services and/or Deliverables received under the Agreement and NN shall be entitled to, subject to prior written notification and at no additional costs to NN:

- a) terminate the Agreement wholly or partially; or
- b) assign (its rights and/or obligations under) the Agreement wholly or partially to the Divested Entity, provided that such Divested Entity confirms in writing acceptance of the terms and conditions as set forth in the Agreement; or
- c) sublicense its (license) rights under the Agreement wholly or partially to the Divested Entity; or
- d) provide certain services to the Divested Entity using the (license) rights under the Agreement; or
- e) within 12 months after the date of a divestment, have the Agreement (wholly/ partially) duplicated for the Divested Entity.

11.2 Supplier shall cooperate with NN in order to enable NN in exercising any of its rights as set forth under clause 11.1 above, including e.g. transferring the assets that are required to run the business of the Divested Entity.

11.3 NN’s (remaining) rights and obligations under the Agreement shall not be adversely affected by NN’s exercise of any of its right as set forth under clause 11.1 above.

12. THIRD PARTY SERVICE PROVIDER

12.1 Where NN or an Associated Company of NN outsources certain activities to an independent third party service provider (“Third Party Service Provider”) with the purpose to deliver such activities to NN or to an Associated Company of NN, NN or the respective Associated Company of NN may, subject to prior written notification to Supplier and at no additional costs to NN:

- a) assign its rights and/or obligations under the Agreement wholly or partially to the Third Party Service Provider, provided that such Third Party Service Provider confirms in writing acceptance of the terms and conditions as set forth in the Agreement;
- b) sublicense its (license) rights under the Agreement wholly or partially to the Third Party Service Provider.

12.2 Supplier shall cooperate with NN in order to enable NN in exercising its rights as set forth under clause 12.1 above.

12.3 NN’s (remaining) rights and obligations under the Agreement shall not be adversely affected by NN’s exercise of any of its right as set forth under clause 12.1 above.

13. TERMINATION FOR CAUSE

13.1 A Party is entitled to terminate (“opzeggen”/”résillier”) or rescind (“ontbinden”/”résoudre”) the Agreement with immediate effect by written notice to the other Party, without being liable for any cost(s) incurred and/or any damages suffered as a consequence thereof, in case of a breach by the other Party of Applicable Laws and/or the terms of the Agreement:

- a) which is remediable and the Party in breach has failed to remedy the breach within the reasonable period of time as specified in the notice of default (“ingebrekestelling”/”mise en demeure”) from the other Party providing full details of the breach and requiring it to be remedied; or

- b) which cannot be remedied;
 - c) provided that in each case such breach justifies the termination or rescission (“Material Breach”).
- 13.2 In addition to clause 13.1 above, a Party may terminate the Agreement with immediate effect by written notice, without being liable for any cost(s) incurred and/or any damages suffered as a consequence thereof, if one or more of the following situations arise:
- a) the other Party is declared insolvent or has been granted suspension of payment;
 - b) the other Party’s business is wound up or discontinued;
 - c) the other Party lost control of its assets, or parts thereof, due to receivership or otherwise and has not regained control thereof within thirty days;
 - d) the other Party has justifiably invoked force majeure (“overmacht”/“force majeure”, as defined in article 5.226 of the Belgian Civil Code) and the period of force majeure exceeds thirty (30) calendar days;
 - e) a Regulator requires termination of the Agreement.
- 13.3 In addition to clause 13.1 and 13.2 above, NN may terminate the Agreement with immediate effect by written notice, without being liable for any cost(s) incurred and/or any damages suffered as a consequence thereof, if one or more of the following situations arise:
- a) Supplier has influenced or attempted to influence the award of the Agreement by directly or indirectly offering and/or providing a personal inducement to one or more NN’s employees or to any person in any other form of relationship with NN, or behaves as such during the performance of the Agreement;
 - b) if a direct or indirect change of Control occurs in respect of Supplier that has an adverse effect on NN’s ability to comply with applicable laws and regulations, the overall ICT security and/or the ICT risk of the Services. Supplier shall inform NN about such direct or indirect change of Control ultimately within ten Working Days after the direct or indirect change of Control has been effected. Control meaning, with respect to the relevant entity: (i) the direct or indirect ownership or control of more than 50% (fifty per cent) of the (a) ownership interests or (b) voting power at the general meeting or a similar body of that entity, or (ii) the right or ability to (a) appoint or remove or (b) direct the appointment or removal of such number of the members of the management board or a similar body of that entity with the decisive voting power in such body;
 - c) Supplier is, or shall become, subject to any sanctions, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws and/or regulations of the European Union, United States of America, Belgium or the Netherlands;
 - d) in case it follows from inspections, audits and/or other monitoring activities that there are circumstances that could result in negatively affecting the performance of the Agreement, including material changes in circumstances that affect the Agreement and/or the ability of Supplier to comply with the Agreement;
 - e) in case of evidenced weakness of Supplier’s overall ICT risk management, including in the way Supplier ensures the availability, authenticity, integrity, and confidentiality of NN Data and/or NN Personal Data;
 - f) where the Regulator can no longer effectively supervise NN as a result of the conditions of, or circumstances related to, the Agreement.

14. CONSEQUENCES OF TERMINATION

- 14.1 In case the Agreement expires, terminates, rescinds or otherwise ends, regardless of the grounds thereof and if so requested by NN, Supplier shall co-operate with NN on a smooth exit and/or transition of the delivery of the Products and/or Services and/or Deliverables (back) to NN or any third party or to ensure its effective resolution and restructuring, during which exit and/or transition the Supplier will continue providing the respective Services, with a view to reducing the risk of disruption at NN. NN shall reimburse Supplier for any pre-agreed reasonable cost incurred by Supplier, unless termination is a consequence of clause 13.1 and 13.3 above.
- 14.2 In the event of insolvency or resolution of Supplier, any form of discontinuation of Supplier’s business operations, or termination of the Agreement (regardless of the grounds thereof), Supplier shall promptly provide all NN Data to NN in an easily accessible format without undue delay in a manner that preserves the authenticity, integrity and confidentiality of the NN Data or by allowing continued access to and export of NN Data during the term of the Agreement and/or the exit and/or transition.

15. CORPORATE RESPONSIBILITY

- 15.1 Supplier warrants that it shall comply with all applicable laws and regulations concerning environmental, social and governance matters (“ESG”).
- 15.2 Supplier has taken note of NN’s supplier code of conduct and represents that it has either acknowledged this code of conduct or has in place a code of conduct of a similar nature.
- 15.3 Supplier shall, to the extent applicable, comply with all ESG-related requirements as agreed upon between the Parties in the ESG Schedule.

- 15.4 Supplier shall use reasonable efforts to do all such things that may be reasonably required to mitigate actual and potential negative environmental and social impact resulting from this Agreement.
- 15.5 Supplier shall prevent, or where unavoidable minimise, emissions to air, water and soil, and shall safely treat, store, transport, use and discharge or dispose of solid waste and by-products.
- 15.6 Supplier shall prevent, or where unavoidable minimise and mitigate, biodiversity loss, deforestation, degradation of land and resource depletion.
- 15.7 Supplier warrants that none of the Products and/or Services and/or Deliverables have been produced and/or supplied by making use of child labour and/or forced or compulsory labour practices, such in compliance with ILO standards.
- 15.8 Supplier warrants that the wages, benefits and work conditions represent just and fair remuneration, have transparent payment terms, are within the framework of government policies and are in compliance with applicable ILO standards.
- 15.9 Supplier shall allow its employees to exercise their freedom of association and collective bargaining rights. The supplier shall support the establishment of a workers council, where applicable.
- 15.10 If a Party needs information of the other Party in relation to ESG-related aspects, the other Party shall provide within reasonable time all information reasonably requested in relation to the ESG-related aspects of the Agreement, in such a format and level of detail that the requesting Party can use the information to comply with its obligations. The requesting Party shall limit the storage of the information to the minimum requirements of the relevant laws and regulations.
- 15.11 Parties acknowledge that laws and regulations may require them to perform ESG due diligence in relation to the Agreement, including taking appropriate measures to identify, prevent and/or mitigate actual and potential adverse human rights impacts and adverse environmental impacts resulting from their operations and value chains. To this effect, each Party shall:
- take appropriate measures to identify actual and potential adverse human rights impacts and adverse environmental impacts arising from its activities and those of its business partners in relation to the Agreement; and
 - in case of the identification of potential adverse impact: take appropriate measures to prevent or adequately mitigate the potential adverse impact; and
 - in case of the identification of actual adverse impact: take appropriate measures to bring the actual adverse impact to an end, or minimise the adverse impact in case it cannot be brought to an end; and
 - inform the other Party of each action in accordance with this paragraph in such a format and level of detail that the other Party can use the information to comply with its due diligence obligations.
- 15.12 Supplier warrants its contracts with Subcontractors shall contain ESG provisions similar to this clause.
- 15.13 Enforcement. If a Party does not comply with its obligations under clause 15.10, 15.11 and/or 15.12 after having been given a reasonable opportunity by the other Party to correct any non-compliance,
- it shall be liable for all losses incurred by the other Party as a result of that non-compliance, including any indirect or consequential damages resulting from the other Party not being able to comply with its reporting or due diligence obligations under laws and regulations; and
 - the other Party may terminate the Agreement with immediate effect and without any compensation (other than payment of any amounts outstanding at the moment of termination).

16. COMPLIANCE

- 16.1 Supplier shall comply with Applicable Laws applicable to Supplier and the subject matter of the Agreement.
- 16.2 Supplier shall deliver to NN all reasonable information and assistance requested by NN in order to enable NN to comply with all NN policies and Laws applicable to NN.
- 16.3 Supplier will, and Supplier shall ensure that its Subcontractors, obtain and maintain a valid Legal Entity Identifier (LEI). Supplier will provide an overview of the Legal Entity Identifiers of itself and its Subcontractors upon NN's first written request.
- 16.4 The Parties will negotiate in good faith any amendments to the terms and conditions as set forth in the Agreement which, in the reasonable opinion of NN and/or a Regulator, are necessary to comply with Applicable Laws and policies applicable to NN. If Parties cannot reach an agreement within a reasonable timeframe, NN may terminate the Agreement with immediate effect, without being liable for any cost(s) incurred and/or any damages suffered as a consequence hereof.

17. PERSONAL DATA

- 17.1 Each of the Parties shall duly observe their respective obligations under Data Protection Laws.
- 17.2 Supplier shall process Personal Data solely for the purpose and in accordance with the terms and conditions as

set forth in the Agreement and Data Protection Laws.

- 17.3 To the extent the Parties process Personal Data from the other Party with regard to (i) contact information, (ii) contract management, (iii) payment processing, and (iv) pre-employment screening, the Parties hereby agree that each Party shall act as an independent Data Controller with respect to such processing.

18. INFORMATION SECURITY

18.1 Supplier shall not:

- a) create any links or connections between NN's network(s) and/or (computer) systems and any external systems or devices, or try to obtain remote access to NN's network(s) and/or (computer)systems without NN's explicit prior written approval; and
- b) use any such approved link or connection for any other purpose than to fulfil its explicit obligations under an Agreement.

18.2 Supplier shall:

- a) take all appropriate measures to prevent Supplier Employees, former employees or any other persons using Supplier's resources from breaching Supplier's obligations as set forth under clause 17.1 above; and
- b) shall, to the extent applicable, comply with all information security requirements as agreed upon between the Parties.

- 18.3 In the event Supplier becomes aware of any issues that may impact the security of NN's networks, NN's (computer)systems and/or NN Data, Supplier shall immediately inform NN thereof.

19. AUDIT

NN audit

- 19.1 During the entire term of the Agreement and for one (1) year thereafter, NN has the right to perform audits, or have audits performed by an external auditor.

19.2 The audit right as set forth under clause 19.1 above includes:

- a) full and unrestricted rights of access to all relevant business premises (e.g. head offices and operation centres), including the full range of relevant devices, systems, networks, information and data used for providing the Services, including related financial information, personnel and the service provider's external auditors ('access and information rights'); and
- b) unrestricted rights of inspection and auditing related to the Agreement and the right to take copies of relevant documentation on-site if they are critical to the operations of Supplier, the effective exercise of which shall in no way be impeded or limited by any other contractual arrangements or implementation policies.

19.3 The audit rights as set forth under clauses 19.1 and 19.2 will be subject to the following conditions on scope, procedures to be followed and frequency:

- a) Inspections and audits by or on behalf of NN shall have the purpose to monitor the Services and verify compliance with the Agreement and Applicable Laws, and the scope thereof will be limited accordingly; and
- b) Unless NN determines that prior written notice would be detrimental to the purpose of an envisaged audit and inspection by or on behalf of NN, NN shall notify Supplier with at least one (1) month prior written notice accompanied with a description of the subject matter of the audit, providing sufficient information to enable Supplier to prepare for the audit and inspection (including the scope, duration and start date); and
- c) NN shall take reasonable precautions to limit disruption of the normal business operations of Supplier while still achieving an acceptable and timely level of examination. If deemed sufficient by NN, an audit may (initially) consist of the examination of written evidence on specific topics raised by NN.
- d) If and to the extent the rights of Supplier's other clients would negatively be affected in the exercise of NN's rights under articles 19.1 and 19.2, Supplier shall have the right to propose alternative ways to provide similar levels of assurance and that are compliant with all Applicable Laws.
- e) The frequency of inspections and audits by or on behalf of NN shall be limited to one per calendar year, unless NN has reasonable grounds to believe that Supplier does not comply with Applicable Laws and/or the terms and conditions of this Agreement.
- f) Each Party shall bear its own costs and expenses of inspections and audits by or on behalf of NN or the Regulator, provided that Supplier shall bear all costs if an inspection and audit relates to ICT-incidents attributable to Supplier and/or reveals a Material Breach of this Agreement and/or Applicable Laws by Supplier.
- g) Any information and/or documentation in the performance of inspections and audits shall constitute confidential information of Supplier in accordance with the Agreement.

19.4 NN shall provide Supplier with a full report detailing the findings of the audit on the agreed timelines as set forth

in the terms of reference related to the audit. Supplier shall investigate and agree to a course of action with NN to correct any material deviations to the Agreement identified by NN or its external auditors and Supplier shall perform all actions agreed with NN within the agreed upon timeframes at Supplier's cost and expense.

19.5 NN shall ensure all persons engaged in the performance of an audit shall be subject to appropriate confidentiality obligations acceptable to Supplier.

19.6 In addition to NN's right to audit set forth in Clause 19.2, NN may, at its discretion, participate in a pooled audit with other parties who have similar rights to perform audits with Supplier. The results of the pooled audit shall be shared with all the parties involved.

Regulatory audit

19.7 To the extent required by regulations and/or applicable mandatory law, Regulators (such as, but not limited to, the National Bank of Belgium ("Nationale Bank van België"/"Banque Nationale de Belgique"), the Financial Services and Markets Authority ("Autoriteit voor Financiële Diensten en Markten" / "Autorité des Services et Marchés Financiers"), , are entitled to perform audits to verify Supplier's compliance with the terms and conditions as set forth in the Agreement, supervisory regulations and/or applicable mandatory law. Supplier shall inform NN as soon as possible once it becomes aware of such audit, unless Supplier is prohibited to do so.

Supplier cooperation

19.8 Supplier shall, at its own costs and expenses, fully co-operate with the Regulator, NN or an appointed third party, including any persons appointed by any of them, and audits as set forth in this clause by (amongst others) providing any auditor with sufficient resources to facilitate the audit.

Subcontractors

19.9 Supplier warrants that its Subcontractors shall grant the same contractual rights of access and audit to NN and the Regulator as those set forth in this clause 19.

20. GOVERNING LAW AND DISPUTES

20.1 This Agreement is exclusively governed by and construed in accordance with the laws of Belgium.

20.2 Parties shall attempt to amicably resolve, and negotiate in good faith, any dispute that may arise between them in connection with the Agreement in order to achieve a result acceptable to both Parties.

20.3 Disputes between the Parties which could not be resolved amicably shall be adjudicated exclusively by the competent court in Brussels, Belgium.

20.4 The United Nations Convention on Contracts for the International Sale of Goods ("Weens Koopverdrag"/"Convention de Vienne") does not apply.

21. MISCELLANEOUS

Amendments

21.1 The Agreement can only be amended by means of a written document signed by two authorised representatives of both Parties.

Notices

21.2 A notice or any other communication under the Agreement shall be in writing and sent by courier, mail or email to the relevant contact person, using the contact information as specified in the Agreement.

Severability

21.3 If a provision of the Agreement is or becomes illegal, invalid, void or unenforceable, this shall not affect the validity or enforceability of any other provision of the Agreement. In such case, Parties shall agree upon a new provision with the same purpose, on the condition that the spirit of the original provision of the Agreement is affected as little as possible.

Survival

21.4 Any provisions of the Agreement that by their nature extend beyond the termination of the Agreement for whatever reason, remain in effect until fulfilled, including provisions regarding confidentiality, governing law and disputes, processing of NN Data, warranty, indemnification, intellectual property rights, liability, inspection, audits and survival, notwithstanding any obligations to undo as a result of rescission.

Non-assignment

21.5 Supplier may not assign or transfer its rights and duties under this Agreement (in whole or in part) to any party without the prior written consent of NN, which consent will not be unreasonably withheld and/or delayed, or made subject to unreasonable conditions.

No Waiver

21.6 No failure of a Party to exercise any right under this Agreement shall operate as a waiver of such right. Any waiver of, or approval to deviate from, the terms and conditions as set forth in the Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the instance and for the purpose for which it

has been given.

NN Supplier qualification and due diligence process

21.7 Supplier shall, at its own costs and expenses, fully cooperate with all requirements as part of NN's supplier qualification and due diligence process, including any changes thereto during the term of the Agreement.

Publicity

21.8 Supplier shall not issue any communication (e.g. a reference on a website or press release) in relation to NN, any Associated Company of NN or (the existence of) the Agreement without prior written approval of NN.

Insurance

21.9 Supplier shall at all times maintain insurance policies which sufficiently cover the relevant risks in relation to (Supplier's performance of) the Agreement, which will be on terms that are customary in the relevant insurance market. Upon NN's first written request, Supplier shall provide proof of such insurance policies.

Recovery and Resolution

21.10 Supplier acknowledges and agrees, that NN, or any Associated Company of NN, may become subject to a resolution event as set forth under applicable legislation with respect to the recovery and resolution of financial institutions (such as, but not limited to, the Bank Recovery and Resolution Directive (EU) 2014/59). In case of such a resolution event, Supplier (i) acknowledges and agrees, that a Regulator may execute certain resolution powers and (ii) subject to payment of all applicable fees by NN or the Regulator, shall comply with any of such resolution powers and continue to deliver the Products and/or Services and/or Deliverables to NN until further notice by the Regulator.

ANNEX “DEFINITIONS”

Acceptance	NN’s written acceptance of the Products and/or Services and/or Deliverables after successful execution of the Acceptance Test, such to the sole discretion of NN.
Acceptance Test	The acceptance test to be executed by NN enabling NN to determine whether the Products and/or Services and/or Deliverables meet the agreed Specifications.
Agreement	The written agreement entered into between NN and Supplier, including its Schedules and the NNTC 2024, as well as any other document expressly mentioned therein to be part of that agreement.
Applicable Law(s)	Belgian law, including all laws, statutes, rules, regulations, orders, judgments, injunctions and/or ordinances of any governmental and/or supervisory authority, including Regulators. In relation to NN, Applicable Laws shall also include ‘ <i>inter alia</i> ’ any guidelines, recommendations and best practices issued by governmental and/or supervisory authority, including Regulators, such as EIOPA, EBA (European Banking Authority), NBB (National Bank of Belgium) and FSMA (“Autoriteit voor Financiële Diensten en Markten” / “Autorité des services et marchés financiers”).
Associated Company	<u>Of NN</u> : Every business or legal entity in which NN Group N.V. has a direct or indirect interest of at least 50%. <u>Of Supplier</u> : Every business or legal entity in which Supplier has a direct or indirect interest of at least 50%.
Bespoke Software	The software specifically developed and/or built by Supplier on behalf of NN as described in the Agreement.
Confidential Information	a. Any information about a Party that is or may come into possession of the other Party during a request for quotation, information or proposal process; and b. Any information about a Party that is or may come into the possession of the other Party during the negotiation, preparation or performance of an agreement, including the existence and substance of the Agreement itself; and c. Any information about or received from a Party that is indicated by that Party as confidential; and d. Any information about or received from a Party that can reasonably be expected by the other Party to be confidential. e. NN Data
Data Controller	The meaning as given thereto in the General Data Protection Regulation (EU) 2016/679.
Data Processor	The meaning as given thereto in the General Data Protection Regulation (EU) 2016/679.
Data Protection Laws	All laws and regulations that are applicable to the processing of Personal Data under the Agreement, including the General Data Protection Regulation (EU) 2016/679 and guidelines, recommendations and best practices issued by the European Data Protection Board.
Data Subjects	The meaning as given thereto in the General Data Protection Regulation (EU) 2016/679.
Deliverable	The result of the Services as described in the Agreement.
Documentation	All user, operating and/or technical manuals, flow charts, logic diagrams and listings and any other relevant document to be delivered by Supplier free of charge to NN necessary for the effective installation, operation, comprehension, use and/or maintenance of the Products and/or Services and/or Deliverables in the language as agreed upon in the Agreement.
Error	The (partial) failure of the Products and/or Services and/or Deliverables to meet the Specifications and any other properties as described in the Agreement.
Escrow Agreement	An agreement between NN, Supplier and an escrow agent in which the deposition of the source code, listings (documents necessary to render source code useable) and documentation relevant to the Standard Software is regulated, including the conditions under which NN is entitled to receive such deposition.
Goods	The tangible goods (including any embedded software) as described in the Agreement.
Intellectual Property Rights	Any patents, trademarks, designs, utility models, copyright, database rights, design rights, topography rights, service marks, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, and any research effort relating to any of the foregoing, business names whether registrable or not, and any other intellectual property rights of any nature whatsoever in any part of the world (whether registered or unregistered and including all applications and rights to apply for the same in any part of the world).
Key Person	Any person named specifically in the Agreement who, due to his or her knowledge and experience, is of great importance for the fulfilment of Supplier’s obligations under the Agreement and will not be removed and/or reassigned by Supplier without prior written approval of NN.
Material Breach	A breach of the Agreement as described in Section 13.1 NNTC.
NN Data	a. NN Personal Data; and b. All data provided by NN to Supplier to be processed by Supplier as part of the delivery of the Products and/or Services and/or Deliverables to NN; and

	<p>c. All data, results, instructions, reports, documentation and other information, which have been, or will be, produced by Supplier, or its Subcontractors, as part of the delivery of the Products and/or Services and/or Deliverables to NN; and</p> <p>d. All data derived from the data as set forth under a) and b) above and data about the characteristics of this data ('meta-data').</p>
NN Personal Data	Personal Data provided by NN to Supplier in order to be processed by Supplier as part of the delivery of the Products and/or Services and/or Deliverables to NN.
NN Premises	The physical location as set forth in the Agreement where Supplier shall deliver to NN the Products and/or Services and/or Deliverables.
NNTC 2024	The NN Terms and Conditions 2024.
Personal Data	As defined in the General Data Protection Regulation (EU) 2016/679.
Products	The Goods and/or Software.
Regulator	The national or supra-national institutions and competent authorities, including the resolution authorities, established in conformance with treaties and/or statutes, which control and/or regulate the businesses and/or business operations of NN and/or an Associated Company of NN.
SaaS	The Software to be remotely made available by Supplier to NN as a Service.
Schedule	A schedule to the Agreement which forms an integral part of the Agreement, containing the terms and conditions with respect to a specific subject.
Security Breach	The occurrence of any actual or suspected breach of security which will likely lead to, leads to or that may have led to, accidental or unlawful destruction, loss, alteration, compromise, disclosure of, or access to NN Data, stored, transmitted or otherwise processed by or on behalf of Supplier in connection with the delivery of the Products and/or Services and/or Deliverables.
Service Credit	A credit to the prices and fees NN is entitled to receive in the event Supplier fails to meet the Service Levels.
Service Level	The service levels applicable to the delivery of the Services and/or SaaS as described in the Agreement.
Services	The services as described in the Agreement.
Software	The Standard Software and/or Bespoke Software.
Specifications	The agreed functional and/or technical specifications and/or any other requirements the Products and/or Services and/or Deliverables must meet.
Standard Software	The generally available software as described in the Agreement.
Subcontractor	Any natural person, Supplier Employees excluded, or legal entity, Supplier Associated Companies included, contracted by Supplier in the performance of the Agreement, including any sub-processors as defined in the General Data Protection Regulation (EU) 2016/679.
Supplier Employee	Any natural person employed or hired by Supplier and engaged by Supplier in the performance of the Agreement.
Update	A new version of the Software consisting of, amongst others, (i) patches, (ii) bug fixes (iii) correction of Errors and/or (iv) minor enhancements to the functionalities of the Software.
Upgrade	A new version of the Software consisting of significant changes to or major improvements of the (functionalities of the) previous version of the Software, including all Updates in relation to the previous versions.
Virus	Any malicious programming code, programming instruction or set of instructions as part of the Software that has been constructed with the ability to damage, interfere with, disable and/or adversely affect the functioning and/or operating of the Software or otherwise negatively impacts the business and/or business operations of NN or NN data, such as but not limited to, computer viruses, worms and trojan horses.
Working Day	Monday - Friday from 6:00 a.m. to 9:00 p.m. CET, generally recognized holidays excepted.