

ACTINIUS B.V. SERVICES GENERAL TERMS AND CONDITIONS

Actinius B.V., established in Amsterdam, Chamber of Commerce no. 82897700

1. General

- 1.1. These Services General Terms and Conditions (“Terms”) shall apply to all offers and quotations made by Actinius B.V. (“Actinius”) and to all development, manufacturing-on-contract, maintenance, and consultancy services agreements between Actinius and any (potential) client (hereinafter: “Client”).
- 1.2. No modification, alteration or adjustment of these Terms is valid and binding unless and insofar in writing and agreed upon between Actinius and Client.
- 1.3. The acceptance of an order is limited to and made conditional upon the acceptance of these Terms.
- 1.4. General terms and conditions stipulated by the Client are rejected and will be of no force or effect unless formally accepted by Actinius in writing.
- 1.5. Actinius also publishes Products General Terms and Conditions (the “Product Terms”) which apply to sales of off-the-shelf hardware, software, and other products by Actinius, including via the Actinius webshop. These *Terms* apply to development, manufacturing-on-contract, maintenance, and consultancy services. In the event of any conflict between these Terms and the Product Terms, the Product Terms shall prevail for product sales, and these Terms shall prevail for services.

2. Scope of Contract

- 2.1. Actinius shall perform development, manufacturing-on-contract, maintenance, and consultancy services for hardware and/or software (hereinafter: “Services”) in accordance with the requirements, descriptions and specifications as laid down in the agreement between Actinius and the Client (hereinafter: “Specs”). These Terms do not apply to sales of off-the-shelf products by Actinius, which are governed by the Product Terms.
- 2.2. Client shall inform Actinius of its objectives and requirements and shall provide all information about these in a timely manner.

3. Execution of Orders

- 3.1. Actinius shall covenant a time and work schedule with milestones and deliverables together with the Client and adjust it from time to time in close consultation with the Client.
- 3.2. Actinius shall provide the Client regularly with information reports regarding project progress and interim results.
- 3.3. Client shall examine all progress and interim results information. The reports and results shall be deemed to have been approved by the Client if the latter has not commented in writing within 5 (five) working days of receipt of the information. Approved results shall be binding.
- 3.4. If, during execution, Client requests Actinius to undertake any modification of the agreed upon Specs, Actinius is entitled to an appropriate adjustment of the agreed time and work schedule and compensation. Each modification and adjustment must be agreed upon by Actinius and the Client in writing.

4. Delivery and Delay

- 4.1. Partial deliveries and partial Services are permitted, provided the Client will not be unreasonably burdened thereby.
- 4.2. Delivery times and dates shall be binding only if explicitly so agreed upon in writing and provided that the extent of the Services is adequately and clearly defined in writing.
- 4.3. If Actinius for reasons beyond its control does not receive correct or timely service or cooperation from subcontractors or suppliers, Actinius shall be entitled to withdraw from the agreement, provided that Actinius has informed the Client about the non-availability of that service or cooperation without undue delay.
- 4.4. In case of any unforeseen events and force majeure, Actinius is entitled to push back the delivery for the duration of the cause of the delay and a reasonable start-up time.
- 4.5. If delivery is delayed, the Client is entitled to set Actinius a reasonable (new) delivery deadline in writing. If Actinius has not delivered the Services in question by this new deadline, then the Client is entitled to withdraw from (the respective parts of) the agreement, provided that Client has given Actinius a reasonable period for fulfilling the agreement.

5. Cancellation

- 5.1. Client may cancel an order for Services upon written notice to Actinius.
- 5.2. In such case Actinius is entitled to compensation from the Client for the Services provided, including all costs incurred by Actinius prior to the cancellation.

6. Delivery and Acceptance

- 6.1. Client shall examine the results of the Services provided by Actinius and confirm their acceptance if they meet the finally agreed Specs.
- 6.2. From the moment of delivery starts an acceptance test period for the duration as laid down in the agreement.
- 6.3. Client shall be deemed to have accepted the results of the Services if Client does not notify Actinius in writing within 2 (two) weeks after the end of the agreed acceptance test period of any substantial problems in the functioning of the hardware and/or software and of the ways it does not conform with the Specs.
- 6.4. Actinius shall, upon receiving such notice as meant under article 6.3, make all reasonable efforts to solve these problems and correct any non-conformity.

7. Intellectual Property Rights

- 7.1. All intellectual property rights in relation with the Services provided by Actinius to the Client are owned and remain with Actinius, except for rights of third parties.
- 7.2. Actinius grants to the Client a non-exclusive, non-assignable right to use the results of the Services with no restrictions for the Client's own purposes, provided Actinius is holder of the respective right.

8. Compensation and Payment

- 8.1. Client shall compensate Actinius for the Services according to the remuneration system as agreed and laid down in writing in the agreement.

- 8.2. Travel expenses and other expenses shall only be charged if agreed and laid down in writing in the agreement.
- 8.3. All prices are exclusive of VAT.
- 8.4. Actinius shall invoice the Client monthly. In case the value of an order exceeds the amount of € 25,000, Actinius shall invoice 30% at the conclusion of the contract, 50% with delivery, and 20% with acceptance.
- 8.5. Payment of invoices is due in Euros within 30 days of the invoice date without any deduction.
- 8.6. In case of overdue payment, Actinius shall be entitled to charge statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code from the due date, without further notice of default being required, and to claim reimbursement of all reasonable costs of collection. Actinius's right to claim additional damages shall remain unaffected.
- 8.7. Actinius shall be entitled to make the delivery dependent upon concurrent payment (e.g., through cash on delivery or direct debit) or advance payment.
- 8.8. Actinius reserves the right to modify its prices appropriately if a period of more than 3 (three) months elapses between the signing of the agreement and the delivery and if the production costs have increased, in particular due to changes in wage costs or to changes in the price of materials. Actinius shall provide proof of such changes to the Client upon request.

9. Right of Retention

- 9.1. Until Actinius' Services are fully paid, including default interest and damages if any, Actinius shall retain title to all goods delivered to the Client under the agreement.
- 9.2. The Client shall not be allowed to sell, pledge and/or transfer as a security or otherwise dispose of the goods subjected to Actinius' retention of title until Actinius' prior written approval is obtained.

10. Confidentiality

- 10.1. Actinius and Client shall treat confidential information provided by the other party and shall not disclose such information to third parties without the other party's prior written consent. This obligation shall not be affected by the termination of the agreement. Confidential information will only be revealed to those employees or contractors who need to know such information for the carrying out of the Services.
- 10.2. Confidential information shall mean any information disclosed by one party to the other party, in any form including without limitation documents, business plans, source code, software, technical/financial/marketing/customer/business information, specifications, analysis, designs, drawings, data, computer programs, any information relating to the agreement between the parties and any information to personnel or affiliates of a party, and includes information disclosed by third parties at the direction of a disclosing party and marked as confidential within 15 days of such disclosure.
- 10.3. Confidential information shall however exclude any information which (i) is or was publicly known or comes into the public domain; (ii) is received by the receiving party from a third party without breach of the agreement; (iii) was already in the possession of the receiving party, without confidentiality restrictions, at the time of disclosure by the disclosing party; (iv) is permitted for disclosure by the disclosing party in writing; (v) is independently developed by the receiving party without use of confidential information; or (vi) is required to be disclosed by the receiving party pursuant to any

order or requirement from a court, administrative or governmental agency, provided that the receiving party shall give the disclosing party prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order.

- 10.4. The receiving party agrees not to use any confidential information for any purpose except for conducting business with the disclosing party, or otherwise as agreed in writing.

11. Limitation of Liability

- 11.1. Actinius will not be liable for indirect or consequential damages or loss of revenue or business profits, however caused, arising out of or in connection with the agreement between Actinius and Client.
- 11.2. No claim will be valid if presented to Actinius later than 3 (three) months after substantial completion of the Services or, if shorter, the applicable statute of limitations period.
- 11.3. In no event will the total liability of Actinius arising out of or in connection with the agreement exceed the total compensation received by Actinius under the agreement during the twelve (12) months preceding the event giving rise to the liability.
- 11.4. Actinius does not, and nothing in these Terms shall act to, exclude any liability which by applicable law may not be excluded or limited.

12. Warranties

- 12.1. Actinius warrants that it will perform the Services with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
- 12.2. Actinius makes no warranties relating to the staffing performance or costs of operation or practical implementation, nor makes any other warranties expressed or implied. All implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.
- 12.3. Client acknowledges and agrees that the only warranties afforded hereunder by Actinius are those expressly set forth in the agreement.
- 12.4. Actinius shall have no liability for errors or inaccuracies in the documentation attributable to the use of and/or reliance upon data, design criteria, drawings, specifications, reports or other information furnished by the Client, and Actinius does not warrant such process or the design associated therewith.

13. Deficiencies

- 13.1. In the event of deficiencies discovered in relation to the Services, the Client shall notify Actinius in writing of these deficiencies within a reasonable time since their discovery but not later than 30 days after acceptance of the results of the Services.
- 13.2. Actinius shall correct these deficiencies within a reasonable time.

14. Export Control and Sanctions Compliance

- 14.1. Client shall observe and comply with all applicable laws and regulations concerning export control, customs, and economic sanctions, including but not limited to those of the European Union, the United Nations, the United States, and the United Kingdom. Client shall not sell, export, re-export, transfer, or otherwise provide any goods,

hardware, software, or other items supplied by Actinius, including any deliverables resulting from the Services (hereinafter: "Deliverables"), to any person, entity, destination, or for any end-use that is prohibited or restricted under such laws. Client shall be responsible for obtaining any necessary licences or authorisations prior to any such transfer.

- 14.2. In particular, where any Deliverables, or any components incorporated therein, fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or Article 8g of Council Regulation (EC) No 765/2006, the Client shall not sell, export or re-export, directly or indirectly, such Deliverables to the Russian Federation or to Belarus, or for use in the Russian Federation or in Belarus.
- 14.3. The Client shall undertake its best efforts to ensure that the obligations under article 14.2 are not frustrated by any third parties further down the commercial chain, including possible resellers and end-customers. Where Deliverables are resold, transferred, or otherwise made available to third parties, the Client shall include in its contracts with such third parties obligations equivalent to those set out in articles 14.2 and 14.3, and shall require those third parties to impose equivalent obligations on their own customers further down the commercial chain.
- 14.4. Client shall immediately inform Actinius of any circumstance, problem, or third-party conduct that could frustrate the purpose of article 14.2, including any indications of suspected diversion. Upon written request by Actinius, the Client shall provide, within two (2) weeks, information and documentation evidencing compliance with the obligations under this section.
- 14.5. Actinius shall be entitled to verify the Client's compliance with this section, including by requesting documentation regarding the end-use and end-destination of the Deliverables. The Client shall cooperate in good faith with any such request. Where Actinius has reasonable grounds to suspect non-compliance, Actinius shall be entitled to suspend deliveries until the matter is resolved, without liability for delay or non-performance, save in the event of intent or gross negligence on the part of Actinius.
- 14.6. Any violation by the Client of articles 14.2 or 14.3 shall constitute a material breach of an essential element of the agreement. Without prejudice to any other rights or remedies available, Actinius shall be entitled to (i) terminate the agreement or any individual order with immediate effect; and (ii) claim compensation for any damages caused, in accordance with applicable law.

15. Termination

- 15.1. Either party may terminate the agreement upon sixty (60) days' notice to the other party.
- 15.2. Either party may terminate the agreement with immediate effect by written notice to the other party if the other party commits a material breach of the agreement and, where such breach is capable of remedy, fails to remedy it within thirty (30) days of receipt of written notice requiring it to do so.
- 15.3. Notwithstanding article 15.2, Actinius shall be entitled to terminate the agreement with immediate effect, without any cure period, in the event of a breach by the Client of article 14.2 or 14.3.
- 15.4. In case of termination, Actinius shall be paid for the Services provided on a pro-rata basis.
- 15.5. Provisions of these Terms which by their nature are intended to survive termination, including without limitation provisions on confidentiality, intellectual property, liability,

sanctions compliance, and governing law, shall remain in full force and effect after termination.

16. Applicable Law and Jurisdiction

- 16.1. Dutch Law shall exclusively apply in the relationship between Actinius and the Client, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2. Any disputes arising out of or in connection with the agreement shall be exclusively settled by the competent Courts of Amsterdam.

Version: April 2026