

GENERAL TERMS AND CONDITIONS OF SALE OF TPEX INTERNATIONAL

CHAPTER I - GENERAL TERMS AND CONDITIONS OF SALE

Article 1. Definitions

In these general terms and conditions, the following definitions shall apply:

TPEX International: the trade name used to refer to the group of companies consisting of TPEX Holding, TPEX BV and TPEX International.

TPEX: referring to one of the 3 operating companies under TPEX International. Thereby TPEX BV is primarily focused on consultancy & advice and system integration & construction, while TPEX Infrastructures focuses on operational services. TPEX reserves the right to determine in which BV specific services are performed, whereby services may be settled between the operating companies

Client: the natural or legal person who enters into an agreement with TPEX.

Services: all building management, monitoring, automation and analysis services to be provided by TPEX.

Systems: all hardware, software and infrastructure provided or managed by TPEX.

VCA: Video Content Analysis.

ESG: Environmental, Social & Governance monitoring and reporting: The systematic collection, analysis and reporting of Environmental, Social and Governance performance indicators in line with international standards.

SLA: Service Level Agreement.

Cybersecurity: Protecting systems, networks, programmes, devices and data from digital attacks, unauthorised access and other digital threats.

RfC: Request for Change.

BMS: Building Management System.

Agreement: the agreement between TPEX and client regarding the Services

Article 2. Applicability

- 2.1 These conditions apply to all offers made by TPEX and to all agreements entered into by TPEX to provide services, monitoring, advice, licensing of software, building management, or of any other nature.
- 2.2 Conditions deviating from and/or supplementary to these conditions only apply if they have been accepted by us, TPEX, in writing and only apply to the agreement in which they have been stipulated.
- 2.3 Verbal agreements and/or undertakings by us shall be valid only if and insofar as confirmed by us in writing.
- 2.4 The applicability of any purchase or other conditions of the client is expressly rejected.
- 2.5 If one or more provisions in these general terms and conditions are at any time wholly or partially void or annulled, the other provisions of these general terms and conditions shall remain fully applicable.
- 2.6 In case of inconsistencies between different documents, the following order of priority from high to low applies:
 - a) the specific Agreement
 - b) these general terms and conditions
 - c) other annexes to the agreement
 - d) implementation documents and descriptions prepared prior to implementation
- 2.7 All offers made by TPEX to the Client are valid for 30 days, unless otherwise indicated.

Article 3. Offers; formation of agreement

- 3.1 All offers are without obligation. An agreement with TPEX comes into effect only after we have accepted or confirmed the order in writing.
- 3.2 Illustrations, descriptions in offers, prospectus, drawings, dimensional drawings, data visualisations, monitoring data, analysis results and other data provided by us are as accurate as possible but are not binding. The said documents remain our property and may not be made available to third parties, reproduced or published. At our first request, the said documents must be returned.
- 3.3 However, TPEX is not obliged to go beyond a global review of data, calculations and specifications provided by or on behalf of the client.
- 3.4 If the acceptance (whether or not on minor points) deviates from the offer included in the quotation, TPEX is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless TPEX indicates otherwise.

Article 4. Prices

- 4.1 All prices are exclusive of VAT and other government levies.
- 4.2 The prices have been calculated on the basis of the tariffs, third party costs, labour costs, energy costs, licence fees, exchange rates or other price-determining factors applicable at the time the Agreement was concluded. If at the time of delivery or performance of the Services these or other price-determining factors have increased, TPEX is entitled to increase the prices accordingly.
- 4.3 Costs associated with inspections, certifications or compliance audits shall be borne by the Principal.
- 4.4 Additional costs associated with operations taking place outside normal working hours at the client's request will be charged separately by TPEX.
- 4.5 Additional costs arising from waiting times at the monitoring site or at TPEX's site, outside TPEX's sphere of influence, will be charged by us separately.
- 4.6 The following provisions apply to the settlement of more/less work:
 - a) additional/additional works are only applicable if agreed in writing
 - b) changes in the scope of monitoring or automation are considered as additional work
 - c) extension of parameters to be monitored or reporting frequency counts as additional work
- 4.7 A standard rate of €150 per hour applies for work outside the scope of the agreement, unless otherwise agreed in writing.
- 4.8 The hourly rate for work outside regular office hours (06:00 - 08:00 and 18:00 - 22:00) is subject to a surcharge of 50%. The hourly rate for night, weekend and public holidays applies a 100% mark-up.
- 4.9 The smallest unit of time for performing work is 1 hour.
- 4.10 TPEX charges a 15% mark-up for coordinating third-party work. TPEX charges an 8% mark-up for executing CAPEX projects and a 5% surveillance services mark-up for administrative processing.
- 4.11 Rates for maintenance and management will be indexed annually according to the CBS business services index (SRI), unless otherwise agreed.

Article 5. Payments

- 5.1 Payment must be made within **thirty days** of the invoice date. The payment obligation shall not be deemed fulfilled until the amount due has been credited to our bank account.
- 5.2 If the term of payment is exceeded, the client shall be in default by operation of law, without any summons or notice of default being required, and shall owe interest of 1.5% per month from the due date.
- 5.3 All collection costs shall be borne by the client. The extrajudicial costs are 15% of the outstanding amount with a minimum of €250.
- 5.4 Payments made by the client always serve firstly to settle all interest and costs due, and secondly to settle payable invoices that have been outstanding the longest.
- 5.5 Client is not entitled to set off a claim on his part against a claim of TPEX, unless this is granted to him on the basis of a final judicial or arbitral decision.
- 5.6 TPEX has the right to have the payments made by the client go first of all to reduce the costs, then to reduce the interest falling due and finally to reduce the principal sum and the current interest.
- 5.7 Objections to the amount of an invoice must be notified in writing within 20 working days from the invoice date, without suspending the payment obligation.

Article 6. Liability

- 6.1 TPEX is only liable for direct damage caused by an attributable failure in the fulfilment of any of its essential obligations towards the client.
- 6.2 Direct damage is exclusively understood as the reasonable costs incurred to determine the cause and extent of the damage, the reasonable costs incurred to have the defective performance comply with the agreement, as well as reasonable costs incurred to prevent or limit damage.
- 6.3 TPEX's liability is limited to the amount paid out under its business liability insurance in the case in question, plus the excess.
- 6.4 TPEX is never liable for indirect damage, consequential damage or trading loss. This includes lost profit, missed savings, damage due to business stagnation, damage to buildings or installations and loss of data or data.
- 6.5 TPEX is liable for mutilation, destruction or loss of data or documents, unless the client or its facility manager is solely responsible for this.
- 6.6 TPEX confirms that it has purchased professional liability insurance that provides coverage for damages arising from professional errors, omissions or other failures in its obligations under this agreement. Upon the client's written request, TPEX will provide proof of such insurance coverage.
- 6.7 The liability of TPEX, including the conduct of its representatives and auxiliary persons, for breach of its contractual obligations and for torts is unlimited in cases of gross negligence and intent. In cases of ordinary negligence, TPEX is only liable for breach of essential or typical contractual obligations (so-called cardinal duties). Cardinal duties are duties that are essential for the performance of the obligations under the Agreement.
- 6.8 TPEX is not liable for failures or damage caused by:
 - a) flawed infrastructure of the client;
 - b) systems or suppliers prescribed by the client;
 - c) delays or errors caused by third parties engaged directly by the client.
- 6.9 If TPEX performs work to remedy such failures, they will be considered additional work and invoiced separately.

- 6.10 Terms of delivery are indicative and do not constitute deadlines. In case of default, the client must give TPEX written notice of default and offer a reasonable time for recovery.
- 6.11 In case of a deficiency, TPEX is entitled to a recovery period of 5 working days after written notification by the client.
- 6.12 If a dispute is not resolved within the recovery period, the parties will escalate the dispute according to the dispute resolution clause in these terms and conditions.

Article 7. Force majeure

- 7.1 Force majeure means: every circumstance independent of the will of the parties as a result of which fulfilment of the agreement can no longer reasonably be demanded of TPEX by the principal.
- 7.2 Force majeure includes in any case restrictive government measures, epidemics and pandemics, power and internet disruptions, cybersecurity incidents, natural disasters, terrorist attacks and war situations. This enumeration is not exhaustive.
- 7.3 In case of force majeure, TPEX has the right to suspend the execution of the Agreement or to rescind the Agreement in whole or in part. TPEX also retains the right to claim payment for performances already rendered.

Article 8. Intellectual property

- 8.1 All intellectual property rights relating to the materials developed or made available by TPEX remain exclusively with TPEX or its licensors. This includes all software, analyses, designs, documentation, reports, quotations, algorithms and methodologies developed by TPEX.
- 8.2 The client is not allowed to remove or change any indication concerning copyrights, brands, trade names or other intellectual property rights from the materials.

Article 9. Confidentiality

- 9.1 The parties will, both during and after the expiry of this agreement, maintain strict confidentiality regarding all information, documentation and data related to the services, the agreement (including attachments), and/or the other party, unless:
 - the information is common knowledge;
 - disclosure is required by law;
 - disclosure reasonably necessary within the context of legal proceedings;
 - or the other party has given its consent in writing, which consent will not be unreasonably withheld.
- 9.2 The parties guarantee that their employees and engaged third parties are bound by a similar confidentiality obligation as described in this agreement.
- 9.3 Information, documentation and data may only be provided to third parties and employees to the extent necessary for the performance of the agreed services or if permitted under the agreement.
- 9.4 The parties are prohibited from providing information to the press or making public announcements about the contents of this agreement without the prior written consent of the other party.

Article 10. Applicable law and disputes

- 10.1 All legal relationships to which TPEX is a party are exclusively governed by Dutch law.

- 10.2 The court in the domicile of TPEX is exclusively competent to take cognisance of disputes, unless the law imperatively prescribes otherwise.
- 10.3 The parties will only resort to court after making every effort to settle a dispute by mutual agreement.
- 10.4 If either party imputably fails to fulfil any obligation under the law and/or this agreement and the other party is forced to take judicial and/or extrajudicial measures, all resulting costs shall be borne by the failing party.
- 10.5 The defaulting party will first be placed in default by the other party by means of a written notice of default, after which the defaulting party will have a period of 30 working days to still fulfil its obligations.
- 10.6 Whether a default exists cannot be decided by one party but must be agreed by both parties or determined by the court.
- 10.7 Amendment or supplementation of this agreement is possible only by means of a document signed and dated by both parties.

Article 11. Cybersecurity and risk management

- 11.1 TPEX implements advanced cyber security measures, including access controls, encryption and monitoring of data flows, to ensure the security of systems.
- 11.2 TPEX conducts annual audits and establishes a documented incident response plan.
- 11.3 In the event of a data breach, TPEX will notify the client within 24 hours, provide full transparency on the extent of the leak and take immediate action.
- 11.4 TPEX ensures AVG compliance by protecting personal data in accordance with the General Data Protection Regulation (AVG) and relevant regulations.

Article 12. Integrity and ethics

- 12.1 TPEX maintains strict standards of integrity and expects the same from its clients and partners. The company aims to create an environment where ethical conduct is central and where employees and representatives are aware of their responsibilities at all times. In doing so, it is expressly forbidden to offer or accept undue benefits, create situations of conflict of interest or use or share confidential information in an unauthorised manner.
- 12.2 All TPEX employees are bound by a detailed code of conduct that makes transparency the highest principle. This code of conduct aims to safeguard the organisation's independence and encourage ethical conduct. The code provides clear guidelines for honest business conduct, recognising and avoiding potential integrity issues and taking responsibility for professional and ethical actions.
- 12.3 In case of alleged integrity violations, TPEX is entitled to take immediate measures, including termination of the agreement.
- 12.4 The parties guarantee that no staff member will be approached for the purpose of securing unauthorised commitments or actions.

Article 13. Exit scheme

- 13.1 On termination of service, TPEX will make all data available in common format, provide reasonable migration support, disable access to systems in a controlled manner, transfer configuration documentation,

implement the exit plan, perform data destruction as agreed, prepare a final report and request formal discharge.

Article 14. General final provisions

- 14.1 This agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all previous proposals, agreements and arrangements, unless explicitly stated otherwise in this agreement or its annexes.
- 14.2 Additions or amendments to this agreement shall be valid only if agreed in writing and signed by both parties, unless a specific amendment process, such as a Request for Change (RfC), is set out in this agreement or its annexes.
- 14.3 If changes are made through an established process such as an RFC, all other provisions of this agreement will remain in force unchanged unless otherwise agreed.

CHAPTER II - PROVISIONS CONCERNING THE FORMATION OF AN AGREEMENT

Article 1. Commencement of service

- 1.1 Services shall commence after we have confirmed or accepted the order in writing, and after we have received all data, documents, accesses, required permits and technical specifications that we require for the performance of the agreement, as well as any securities stipulated at the conclusion of the agreement.
- 1.2 We are only obliged to perform additional services insofar as this has been expressly agreed, whereby the provisions set out in this chapter apply.
- 1.3 Our obligation to provide services shall be deemed fulfilled at the time when the agreed services have been performed or the agreed period has expired. We are entitled to perform the services in parts

Article 2. Warranty

- 2.1 We guarantee the services provided by us against defects proven to have arisen within 12 months from the commencement of the service as a result of faulty performance under the following conditions.
- 2.2 TPEX cannot provide a guarantee if the service is hampered by circumstances beyond its direct control. This includes situations involving faulty infrastructure, insufficient provision of information or access by the client, failures arising from external factors or changes made by the client itself to monitoring or systems.
- 2.3 Also, normal wear and tear and ageing, as well as failures caused by factors beyond TPEX's control, fall outside the warranty provisions.
- 2.4 In case of detected defects, TPEX reserves the right to repair or reperform the service at its own discretion in order to meet the agreed specifications and quality standards.
- 2.5 For on-site repairs, the travel and accommodation costs to be incurred by us shall be borne by the client.
- 2.6 The warranty expressly applies only to the services provided by us and does not guarantee against consequential damage to buildings, installations or other items.
- 2.7 TPEX's liability is at all times limited to the repair or replacement of the systems and/or services it delivered within the warranty period. For any damage caused by non-functioning systems or exceeding delivery times,

TPEX is not liable, unless there is intent or gross negligence.

Article 3. Project planning, reporting and documentation

- 3.1 TPEX informs the client periodically about the performance of the services in the agreed manner. This provision of information is done via online dashboards and periodic reports, providing analyses, advice, status updates and, where necessary, alerts and alarms.
- 3.2 TPEX will prepare a detailed project plan before the commencement of services, which will be attached to the Agreement.
- 3.3 The estimated duration of the project is described in the project schedule
- 3.4 The project plan forms a comprehensive blueprint for the service delivery and includes a detailed milestone schedule, clear specification of deliverables, unambiguous assignment of responsibilities, structured communication protocols, a detailed risk management plan and quality assurance mechanisms. The plan thus ensures structured, transparent and controlled execution of the agreed work.
- 3.5 The client shall provide all information necessary for the provision of services in a timely manner and in the agreed manner. This information includes, inter alia, changes in building use, changes in installations, reporting of relevant incidents, information on planned works and the communication of changed requirements or wishes.
- 3.6 TPEX's reports and advice are based on actual measurement data, identifying deviations and analysing trends. TPEX makes improvement proposals and, where possible, applies benchmarking to provide insight into performance.
- 3.7 Annexes are an integral part of the Agreement and have the same legal status as the Agreement.

Article 4. Stakeholder management

- 4.1 TPEX recognises the importance of close coordination with service stakeholders. In projects, the interests and perspectives of all relevant stakeholders are represented, including but not limited to: the client, energy suppliers, facility managers, technical partners and end users.
- 4.2 For each service, TPEX will carry out a stakeholder analysis identifying the specific interests, expectations and potential risks of each of the stakeholders. This analysis forms the basis for further coordination and communication.
- 4.3 TPEX will at all times communicate transparently with stakeholders, inform them of relevant developments in a timely manner and take their input into account in decision-making around service delivery.
- 4.4 If maintenance or installation work is to be carried out in rooms used by third parties, such as tenants, the client shall ensure that the necessary permission is obtained from these third parties prior to the work.

Article 5. Completion and acceptance

- 5.1 The services are considered accepted when the agreed acceptance test has been successfully completed, the client has put the services into use, the agreed period has elapsed without notification of substantial defects, or any defects according to the agreement do not prevent acceptance.

- 5.2 After delivery of the services, the client has a period of up to 2 months to inspect and test them for functionality, as specified in the agreement and attachments.
- 5.3 If the client does not report defects within this period, the delivered services are considered accepted.
- 5.4 Minor defects that do not prevent operational use will not be a reason to refuse acceptance. TPEX will remedy such defects within a reasonable period of time.
- 5.5 The client may request TPEX to assist in the underwriting work, at the agreed rates.

Article 6. Impracticability of the work

- 6.1 If after the conclusion of the agreement it appears that the execution of the work is difficult or impossible due to circumstances beyond TPEX's control, TPEX reserves the right to:
 - require modification of the contract to ensure enforceability, or
 - terminate all or part of the agreement, while retaining the right to compensation for work already carried out and costs incurred.
- 6.2 Impracticability includes:
 - a) Lack of necessary access to installation sites;
 - b) Technical incompatibility of systems;
 - c) Missing or insufficient infrastructure, such as power supply or network connections;
 - d) Security risks or limitations in compliance with legal and compliance requirements.
 - e) Failure to make available information such as invoice information, consumption information or any other information that TPEX needs for the execution of the order.
- 6.3 If the order is modified to remove impracticability, the resulting additional or reduced costs will be passed on to the client.

Article 7. Planning and evaluation

- 7.1 Management and maintenance activities are evaluated annually based on various factors. This evaluation includes assessing system performance, analysing failure history and processing user experiences. It also includes technical developments, compliance requirements and security risks, as well as energy performance and cost efficiency.
- 7.2 A maintenance plan is drawn up for the following year, defining preventive maintenance activities and planned updates and upgrades. The plan also describes the calibrations and calibrations to be performed, safety inspections and performance optimisations. System audits, training and instruction and documentation updates are also scheduled.

Article 8. Duration and extension

- 8.1 TPEX will perform the management and maintenance work during the agreed period. In the absence of an indicated period, a period of one year shall apply.
- 8.2 The agreement is tacitly renewed each time for the original period unless a party gives written notice of termination no later than three months before the end.

CHAPTER III - PROVISIONS RELATING TO CONSULTANCY & ADVICE

Article 1. Scope of application

- 1.1 This chapter applies to all of TPEX's consultancy and advisory services, including but not limited to energy consultancy, sustainability consultancy, technical consultancy, management consultancy, project management, process optimisation and strategy development.
- 1.2 The provisions in this chapter supplement the general provisions in Chapter I and prevail in case of conflict.
- 1.3 Consultancy and advisory services mean all activities in which TPEX deploys knowledge, expertise and experience to advise the client, without TPEX being responsible for the implementation or execution of the advised measures, unless explicitly agreed.

Article 2. Advisory work

- 2.1 TPEX will perform consultancy work based on the information provided by the client. Client guarantees the accuracy, completeness and reliability of this information.
- 2.2 TPEX shall perform the consultancy work to the best of its knowledge and ability, in accordance with the requirements of good workmanship. The obligation has the character of a best-efforts obligation, unless explicitly agreed otherwise.
- 2.3 Advice is given in writing, unless the urgency of the situation necessitates oral advice. In that case, TPEX will confirm the advice in writing as soon as possible.
- 2.4 The client has the right to have the advice adjusted once free of charge if it does not meet the agreed specifications. Further adjustments will be considered additional work and invoiced separately.
- 2.5 The client itself is responsible for decisions taken on the basis of advice provided by TPEX.

Article 3. Optimisation and advice

- 3.1 TPEX provides advice on energy-saving opportunities, comfort optimisation, safety improvements, efficiency increases, sustainability measures, cost reduction, system improvements and process optimisation.
- 3.2 Optimisation proposals are substantiated with metrics and analyses, cost-benefit analyses, ROI calculations, impact assessments, benchmark comparisons, best practices, practical examples and technical specifications.

Article 4. Performance monitoring and analyses

- 4.1 TPEX carries out continuous monitoring of technical systems and installations, energy consumption and performance, indoor climate and comfort, occupancy and usage, security and access, maintenance status, faults and incidents, as well as system performance.
- 4.2 Analyses are performed on historical data and trends, real-time measurements, predictive models, benchmark data, performance indicators, usage patterns, incident data and compliance data.

Article 5. ESG and sustainability

- 5.1 TPEX monitors and reports on energy consumption and efficiency, CO2 emissions and carbon footprint, water consumption and management, waste streams and recycling, sustainability scores, climate impact, social indicators and governance metrics.
- 5.2 ESG reports comply with EU taxonomy requirements, CSRD standards, GRI guidelines, GRESB criteria,

- BREEAM standards, industry standards, investor guidelines and certification requirements.
- 5.3 ESG reports should demonstrably meet the most up-to-date requirements of the EU Taxonomy, CSRD standards, GRI guidelines and sector-specific benchmarks. TPEX will ensure transparent and auditable reporting methodology.
- 5.4 Mandatory reporting elements include quantified carbon reduction targets, detailed energy efficiency measurements, qualitative and quantitative social impact indicators and transparent governance metrics that provide insight into organisational decision-making and ethical standards.
- 5.5 TPEX is committed to facilitating independent verification of ESG data, ensuring full transparency in reporting methodology and periodically conducting in-depth reviews of ESG performance to ensure continuous improvement.
- 5.6 Recognised measurement methods are used to carry out ESG monitoring and sustainability analyses, following common standards. TPEX uses current standard values, respects certification requirements and ensures compliance with relevant regulations.

CHAPTER IV - PROVISIONS ON SYSTEM INTEGRATION AND CONSTRUCTION

Article 1. Scope of application

- 1.1 This chapter applies to all TPEX's system integration and construction activities, including but not limited to the design, installation, configuration, testing and commissioning of technical systems, building automation, monitoring systems and all related activities.
- 1.2 The provisions in this chapter supplement the general provisions in Chapter I and prevail in case of conflict.
- 1.3 System integration and construction means any work in which TPEX is responsible for the implementation, integration or installation of systems or components, whether or not in combination with consultancy services provided by TPEX

Article 2. BMS adjustments

- 2.1 Prior to changes to the building management system (BMS), TPEX will back up the current BMS setup.
- 2.2 TPEX will prepare a Request for Change (RfC) and submit it to relevant stakeholders for approval before implementing any changes.
- 2.3 All changes to the BMS are documented in a Project Initiation Document (PID) and evaluated for impact and functionality.
- 2.4 If changes result in a noticeable deterioration of users' comfort, TPEX will make adjustments or remedial measures in consultation with stakeholders.

Article 3. Change management

- 3.1 TPEX will prepare a Request for Change (RfC) for any proposed change in systems, services or configurations. The RfC shall include:
 - a) A detailed description of the change;
 - b) the technical impact;
 - c) a risk assessment;
 - d) the stakeholders involved;
 - e) an implementation schedule.
- 3.2 Changes are made only after written approval from the client and relevant stakeholders.

- 3.3 Minor changes that do not substantially affect functionality can be carried out by TPEX without prior approval, provided this is reported to the client.

Article 4. Technical integration and migration

- 4.1 TPEX ensures compatibility with the existing infrastructure and carefully documents all integration and migration steps.
- 4.2 Prior to changes in systems or configurations, TPEX will back up the current setup and prepare a detailed migration plan.
- 4.3 If site visits are necessary, the client should provide access to technical rooms and relevant infrastructure.
- 4.4 TPEX reserves the right to charge additional fees for work outside office hours or delays caused by the client.

Article 5. Additional costs, more and less work

- 5.1 TPEX is entitled to charge additional costs if work cannot be performed normally due to causes beyond its control.
- 5.2 Additional work includes modifications to the system, adding additional functionality, and configuration or integration changes.
- 5.3 Additional and less work shall be processed and invoiced after consultation with the client within one month of submission of the relevant invoice.

Article 6. Continuity

- 6.1 TPEX will endeavour to ensure continuous availability of services by performing preventive maintenance, continuous monitoring of systems, providing adequate back-up facilities and implementing appropriate security measures. Where agreed, redundant systems will also be deployed.
- 6.2 Upon termination of the service provision, TPEX will ensure a controlled transfer. This includes making all relevant data and documentation available, providing the necessary knowledge transfer and, if agreed, providing support for migration to a new service provider.
- 6.3 The principal bears full responsibility for all auxiliary persons, subcontractors or ancillary contractors and suppliers prescribed or engaged by him. This responsibility extends to all components supplied or already present by the client, including software or systems prescribed by the client, existing building management systems, sensors and measuring equipment present, installed network equipment and third-party security systems.
- 6.4 The primary objective of the service is to save energy without compromising the comfort of tenants and building users. The secondary objective is to align all technologies in the building to transform it into an adaptive high-performance building.
- 6.5 Client is himself responsible for the management, installation and maintenance of all components in his network, with the exception of equipment installed and managed by TPEX that is necessary for the performance of the services. Warranties from TPEX apply only to equipment installed by TPEX.
- 6.6 The components mentioned in the previous paragraph include PCs, printers, print servers, network components other than those used for the network, telephony and telephone exchanges and other components. These

components are excluded from the service as described in this agreement.

- 6.7 Subcontractors providing services to the client are obliged to inform TPEX in good time about planned maintenance work that may affect TPEX's services.

CHAPTER V - PROVISIONS RELATING TO OPERATION AND 24/7 SERVICES

Article 1. Applicability and definitions

- 1.1 This chapter applies specifically to TPEX's services concerning building automation management, video content analysis (VCA), compliance monitoring, security monitoring, energy efficiency monitoring and smart building solutions.
- 1.2 The provisions of this chapter are inseparable from the provisions of the General chapter. In case of conflict between the provisions, this chapter shall prevail.
- 1.3 Failures are defined as a sudden unexpected interruption or deterioration in the performance of systems. This may include monitoring systems, sensors and measurement equipment, analytical tools and software, reporting systems, automation systems, data links, dashboards and security systems.
- 1.4 Faults and problems will be solved if necessary in cooperation with employees or subcontractors of the client on site. TPEX will perform the work from its own location as much as possible.

Article 2. Building automation management

- 2.1 TPEX provides automated management of building installations, including climate control and HVAC systems, lighting systems and controls, access control and security, energy management and monitoring, fire alarm and evacuation systems, lifts and escalators, building installations and technical infrastructure.
- 2.2 Automation services include performing real-time monitoring of systems and automatic control and regulation. In addition, TPEX provides alarms and notifications, performs performance analyses and prepares reports. TPEX provides optimisation advice and takes care of predictive maintenance, energy management and comfort monitoring. All these services are aimed at ensuring optimal operation of building automation.
- 2.3 The client remains responsible for the physical maintenance of installations, user instructions and training, access policies and authorisations, contingency plans and procedures, legal compliance, insurance, safety protocols and building-related certifications.

Article 3. Video content analysis (VCA)

- 3.1 SCC services may include motion detection and analysis, object recognition and classification, behavioural analysis and patterns, counts and occupancy, anomaly detection and alerts, heat mapping and route analysis, face recognition (where allowed) and incident detection.
- 3.2 TPEX guarantees confidential handling of visual material in accordance with AVG/GDPR legislation, industry guidelines, company protocols, security standards, NEN standards, ISO certifications, local legislation and specific regulations.
- 3.3 Analysis methods are regularly updated with the aim of improving accuracy, new functionality, optimal

performance, current compliance, better detection, faster processing, more comprehensive analyses and new use cases.

- 3.4 Regarding privacy governance, TPEX will obtain explicit consent for image capture at all times. Anonymisation mechanisms will be consistently applied, limiting the retention period of image material to a maximum of 30 days. Processing will only take place in accordance with the bases of the General Data Protection Regulation.
- 3.5 Technical security measures include encrypted storage of footage, controlled and logged access rights, and automated deletion protocols. TPEX will periodically conduct privacy impact assessments to test the effectiveness of these measures.
- 3.6 To ensure full compliance, TPEX will have independent audits of the SCC systems conducted annually. Full transparency on treatment processes will be guaranteed, and mechanisms will be set up for individual objection procedures.
- 3.7 At SCC, TPEX ensures privacy compliance according to AVG/GDPR and provides secure storage of imagery. Access to analytics is controlled, algorithms are reviewed periodically and all analytics methods are documented.

Article 4. Alerts and notifications

- 4.1 TPEX provides alerts for technical failures, limit violations, security incidents, compliance issues, performance problems, system failure, security incidents and emergencies.
- 4.2 Notifications are sent via e-mail, SMS, push messages, phone notifications, dashboard alerts, Whatsapp (if agreed), API webhooks and technical links.

Article 5. Failures and response

- 5.1 Faults will be remedied within the agreed response times. In the absence of specific agreements, the following guidelines apply:
 - For critical failures where the system is not functional, an initial response within 2 hours, start of operations within 4 hours and 24/7 availability applies.
 - In case of major failures with limited functionality, an initial response is given within 4 hours, work starts within 8 hours and this during office hours.
 - For regular breakdowns (minor problems), an initial response within 8 hours, start of work within 24 hours, also during office hours.
 - For non-critical issues, response follows within 48 hours, scheduling is agreed upon and work takes place during office hours.

Article 6. Corrective work

- 6.1 Corrective work falls outside regular maintenance work and is charged separately when it results from specific causes. External factors include power failures, network problems, climatic conditions and physical damage. Use-related causes include improper use, incorrect settings, failure to follow procedures and unauthorised changes. Security-related incidents include cybersecurity attacks, viruses and malware, unauthorised access and data loss. System-related causes include capacity issues, compatibility issues, obsolete components and configuration errors.

Article 7. Access and facilities

- 7.1 The client must provide TPEX with access to all relevant parts of the service. This concerns, first of all, physical locations including technical rooms, server rooms, installation locations and workstations. In addition, access must be granted to systems such as building management systems, monitoring platforms, network equipment and security systems. All relevant information should also be made available, including system documentation, user manuals, configuration data and log files. Finally, adequate support should be provided by contact persons, key holders, IT support and the facilities department.

Article 8. Remote monitoring and access

- 8.1 For the purposes of remote monitoring, security, support and for configuration and version control, TPEX will establish a secure connection (VPN) to the network, using the existing infrastructure.
- 8.2 For remote access, TPEX will comply with the General Data Protection Regulation (AVG), specific security requirements of the client, industry-specific norms and standards, as well as relevant ISO certifications.
- 8.3 The client should ensure timely provision of access to relevant locations, obtaining necessary permissions from tenants or users, availability of contact persons and up-to-date documentation of systems.
- 8.4 Loose materials such as cables are for the client's account. TPEX can deliver these materials and charge afterwards.

Article 9. Scope and implementation

- 9.1 Maintenance and management will be carried out only on the monitoring systems and sensors specifically named in the agreement. This includes the analysis platforms and software, automation systems, network components, cameras and VCA systems, ESG monitoring equipment, reporting tools and data storage systems.
- 9.2 TPEX can perform remote management and maintenance activities via a secure connection to the systems. Here, access is strictly controlled and all activities are logged. Work is performed according to established security protocols, ensuring data integrity and privacy. Careful backup procedures are used, all changes are documented and performance is continuously monitored.

Article 10. Work and responsibilities

- 10.1 TPEX provides support in the installation and configuration of monitoring and automation systems. This includes:
 - a) Configuration of software and integration with existing systems;
 - b) Placement and installation of sensors, measuring instruments and network equipment;
 - c) Maintenance and optimisation of already installed systems.
- 10.2 Work that is not the responsibility of TPEX, unless explicitly agreed, includes:
 - a) Building modifications and physical infrastructure works (such as cabling, electricity, or foundations);
 - b) Supply of utilities such as electricity and internet;
 - c) Repairing damage to equipment or systems not supplied by TPEX.

10.3 If TPEX performs electrical work, the client must ensure compliance with NEN 3140 standards for work and installation responsibility.

CHAPTER VI - PROVISIONS GOVERNING THE USE OF SOFTWARE LICENCES

Article 1. Right of use

- 1.1 By entering into a licence agreement regarding software, unless otherwise agreed, the client is granted the non-exclusive right to use this software indefinitely. This includes the use of building management software, monitoring platforms, analysis tools and dashboard applications, as well as reporting systems, VCA software, ESG monitoring tools and automation software.
- 1.2 Client will only use the software on the agreed locations and systems. In case of failure, the software can, in consultation with TPEX, be used temporarily on a replacement configuration.
- 1.3 The number of users, locations and access points will be defined in the agreement. Expansion of this requires prior written consent from TPEX.
- 1.4 The client is not allowed to copy the software other than for backup purposes or to make it available to third parties. It is also not permitted to decompile or reverse engineer the software, remove safeguards or technical limitations, or remove copyright indications. The software may not be used for other buildings or locations than agreed, the source code may not be changed or adapted, and the software may not be rented out or given on loan.
- 1.5 For a fee to be agreed upon, the client can obtain the right of use of extensions and additions under otherwise identical conditions. This includes updates and new versions, expansion of functionality, additional modules or components and additional analyses or reports. It also includes expansion of the number of users, additional locations or buildings, integrations with other systems and customer-specific developed functionality.
- 1.6 The source code of the software will not be made available to the client.
- 1.7 In case of non-compliance with these terms of use, TPEX is authorised without judicial intervention to terminate all rights of use with immediate effect and to demand restitution or destruction of the software. TPEX may also block access to systems, claim damages and pursue other available remedies.

Article 2. Ownership and protection

- 2.1 Ownership of and all industrial and intellectual property rights relating to the software remain at all times with TPEX or its licensors. This includes the software and source code, user interface, algorithms and analysis models, as well as dashboard layouts and visualisations. It also includes reporting formats and templates, documentation and manuals, configurations and settings, and data analyses and models.
- 2.2 To protect the rights referred to in paragraph 1, the client shall ensure that any indications of ownership rights remain intact and that confidentiality is maintained. The principal shall maintain security measures, prevent unauthorised use and instruct employees on correct use. In addition, access security should be maintained, logging of use should be kept and incidents should be reported immediately.

2.3 TPEX or its licensors are free to build technical protection measures into the software. These may include access controls, user authentication and licence verification, supplemented by usage monitoring, copy protection, data encryption, watermarking and activity logging.

Article 3. Guarantee regarding industrial and intellectual property rights

- 3.1 If a claim is brought against the client based on an alleged infringement of an intellectual property right through the use of the software, TPEX will conduct the defence against this claim and bear the costs of defence. TPEX will indemnify the client against damages, provide replacement software if necessary and modify the software to end the infringement. Where necessary, alternative solutions will be offered, negotiations will be conducted with rights holders or licences from third parties will be acquired.
- 3.2 The preceding paragraph only applies if the principal informs TPEX in writing about the claim without delay and leaves the handling of the case to TPEX. The client must fully cooperate, refrain from acknowledging the claim and use the software in accordance with TPEX's instructions. Also, the client may not enter into settlements without TPEX's consent, must make relevant information accessible and not make any commitments to third parties.

Article 4. Warranty regarding imperfections

- 4.1 During a warranty period of 12 months after commissioning, TPEX will take care of the repair of detected errors in the software and correct deviations from specifications. Where necessary, documentation will be updated and workarounds will be offered if immediate repair is not possible. TPEX provides troubleshooting assistance, investigates and fixes performance issues, corrects bugs in analyses and calculations and fixes disruptions in data links.
- 4.2 The guarantee does not apply to problems caused by incorrect use, malfunctions in the client's infrastructure or adjustments made by the client. Also excluded are problems when used in combination with non-approved systems, normal wear and tear or ageing, problems caused by external factors, damage by viruses or hacking and performance issues due to insufficient system capacity.
- 4.3 The client should report identified errors in writing within 5 working days with a detailed description of the problem and the circumstances under which the error occurs. This notification should be accompanied by relevant log files and screenshots, information on the impact on business operations, a description of any emergency measures taken, priority and urgency, contact persons and steps already taken.
- 4.4 The warranty is void if the client makes changes without our consent or if maintenance is not carried out in accordance with our instructions. The warranty also lapses if the software is used outside the specifications or if problems are caused by external factors. The same applies if payment obligations have not been met, the terms of use are violated, unauthorised persons gain access to the software or security measures are circumvented.
- 4.5 In the event of repair under guarantee, various costs will be borne by the client. These include transport and travel costs, costs of data conversion and recovery of lost data.

It also includes adjustments to links with other systems, extra reports, user training, adjustment of documentation and implementation with end users.

Article 5. Data management and security

- 5.1 TPEX implements technical and organisational measures to prevent data loss, including making periodic backups.
- 5.2 All data processed as part of the services remain the property of the client, unless otherwise agreed in writing.
- 5.3 TPEX processes data in accordance with the General Data Protection Regulation (AVG) and other applicable regulations.
- 5.4 In the event of a data breach, TPEX will inform the client without delay and take measures to limit further damage.
- 5.5 TPEX implements backup and recovery procedures to prevent data loss. Periodic backups are stored securely and remain accessible in accordance with the agreed retention period. The client retains ownership of all data processed as part of the service.

CHAPTER VII - ASP, SAAS AND HOSTING PROVISIONS

Article 1. Service levels

- 1.1 Service level agreements are agreed in writing only and may cover system availability, performance metrics, response times, resolution times, backup frequency, data capacity, user support and reporting frequency.
- 1.2 Measuring service levels does not take into account planned maintenance, force majeure situations, problems in external systems, user errors, client infrastructure problems, DDoS attacks, overloads due to improper use and pre-announced work.
- 1.3 TPEX applies differentiated response times to system failures, addressing critical systems within 2 hours, important systems within 4 hours and regular systems within 8 hours. A minimum system uptime of 99.5% per year is targeted.
- 1.4 Performance is evaluated periodically through quarterly reports of system performance and an annual in-depth analysis of service delivery. This allows for adjustment of service levels and continuous improvement of services.

Article 2. BMS hosting services

- 2.1 TPEX guarantees the availability of the hosting services in accordance with the agreed service levels, aiming for an availability of at least 99.5% on an annual basis, excluding scheduled maintenance moments.
- 2.2 Maintenance work is planned outside office hours whenever possible and announced at least 5 working days in advance, unless urgent maintenance is required due to security vulnerabilities.
- 2.3 TPEX provides daily backups of all hosting environments, with backups kept for a minimum of 30 days in geographically separate locations.
- 2.4 At the client's request, TPEX can restore backup data, the cost of this service being charged separately according to the rates in Section IX.
- 2.5 TPEX reserves the right to change or upgrade the technical infrastructure, provided this does not negatively impact the functionality, availability or security of the service.

Article 3. Data security and access

- 3.1 TPEX implements appropriate technical and organisational measures to secure the hosted data against unauthorised access, modification, disclosure or destruction.
- 3.2 Access to the hosting environment is strictly controlled through multi-factor authentication and role-based access control, with only authorised personnel having access to the systems.
- 3.3 All data traffic to and from the hosting environment is encrypted in accordance with current industry standards (at least TLS 1.2).
- 3.4 TPEX periodically conducts security tests, including penetration tests and vulnerability scans, to validate and, where necessary, improve the security of the hosting environment.
- 3.5 Client remains the owner of all data stored or processed within the hosting environment at all times and is entitled to export this data in a common format upon termination of the service.

CHAPTER VIII - DATA PROCESSOR AGREEMENT IN ACCORDANCE WITH AVG AND GDPR

Article 1: Definitions

Data subject: an identified or identifiable natural person to whom the personal data processed relates.

Processor: TPEX, which processes personal data on behalf of the controller.

Controller: the client, who determines the purpose of and means for processing personal data.

Processing: any operation or set of operations involving personal data, including collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, alignment, combination, blocking, erasure or destruction of data.

Personal data: any information relating to an identified or identifiable natural person.

Data breach: a breach of security leading accidentally or unlawfully to the destruction, loss, alteration, unauthorised disclosure of or unauthorised access to personal data transmitted, stored or otherwise processed.

AVG: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

Article 2. Processing of personal data

- 2.1 TPEX processes personal data exclusively on behalf of and in accordance with the client's written instructions, subject to differing legal obligations.
- 2.2 TPEX does not process personal data for its own purposes and will not process personal data for purposes other than those specified by the client.
- 2.3 The categories of personal data and data subjects processed by TPEX are specified in an annex to the agreement.
- 2.4 TPEX will not process or have personal data processed in countries outside the European Economic Area (EEA) without the client's prior written consent.

- 2.5 TPEX will not retain personal data for longer than necessary for the performance of services, unless otherwise required by law.
- 2.6 TPEX shall not engage sub-processors without the prior written consent of the client and shall impose the same obligations on sub-processors as set out in this agreement.

Article 3. Personal data security

- 3.1 TPEX shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the implementation costs, the nature, scope, context and purposes of the processing, as well as the risks to the rights and freedoms of data subjects.
- 3.2 The security measures taken by TPEX shall include at least: a) Encryption of personal data during transmission and storage b) Measures to ensure the confidentiality, integrity, availability and resilience of the systems c) Measures to ensure timely recovery of the systems and services in the event of an incident d) A procedure for regular testing and evaluation of the effectiveness of the security measures e) Access control and authentication for employees f) Regular backup procedures
- 3.3 TPEX ensures that those authorised to process personal data have committed themselves to confidentiality or are bound to confidentiality by an appropriate legal obligation.
- 3.4 TPEX documents all security measures taken and makes this documentation available to the client upon request.
- 3.5 TPEX conducts a risk assessment periodically (at least annually) to determine whether the security measures are still appropriate and adjusts them if necessary.

Article 4. Data breaches

- 4.1 TPEX shall inform the client of all breaches related to personal data (data breaches) without unreasonable delay, but at the latest within 24 hours of knowledge.
- 4.2 The notification to the principal shall include at least the following information: a) The nature of the data breach b) The categories and number of data subjects c) The categories and number of personal data records d) The likely consequences of the data breach e) The measures proposed or taken by TPEX to address the data breach and mitigate any adverse effects
- 4.3 TPEX shall document all data breaches, including the facts, consequences and remedial measures taken, and make this documentation available to the client upon request.
- 4.4 TPEX shall provide all reasonable cooperation to the client in order to comply with the obligation to report to the Personal Data Authority and the obligation to inform data subjects.
- 4.5 TPEX shall, at its own expense, take all reasonable measures to mitigate the consequences of the data breach and prevent further data breaches.

Article 5. Rights of data subjects

- 5.1 TPEX shall provide the client with all reasonable assistance in fulfilling its duty to respond to requests from data subjects in relation to their rights under the AVG, including the right to access, rectification, data erasure, restriction of processing, portability of data and objection to processing.

- 5.2 If a data subject makes a request directly to TPEX, TPEX will forward the request to the client and inform the data subject accordingly, unless otherwise required by law.
- 5.3 At the client's request, TPEX shall provide all information necessary to demonstrate compliance with the obligations under the AVG.
- 5.4 TPEX shall allow the client to conduct or have conducted inspections or audits by a independent third party to verify compliance with this processor agreement.
- 5.5 TPEX will inform the client immediately if, in its opinion, an instruction violates the AVG or other applicable law.

Article 6. Confidentiality

- 6.1 TPEX treats all personal data as strictly confidential and ensures that its employees and engaged third parties who have access to the personal data comply with the same duty of confidentiality.
- 6.2 The duty of confidentiality shall remain in full force even after termination of this agreement.
- 6.3 TPEX does not provide personal data to third parties, unless this is necessary for the performance of the agreement, if the client has given prior written consent, or if a legal obligation requires it.
- 6.4 If TPEX has to provide personal data on the basis of a legal obligation, it will inform the client in advance, unless this is prohibited by law.
- 6.5 Upon termination of services, TPEX will, at the client's option, erase or return all personal data and delete existing copies, unless storage is required by law.

CHAPTER IX - CHARGES FOR SERVICES

Article 1. Rates and provisions for advice and consultancy services

1.1 Standard hourly rates Advice and

- a) Senior consultant/advisor: € 150 per hour
- b) Medior consultant/advisor: €135 per hour
- c) Junior consultant/advisor: € 110 per hour
- d) Project manager: € 150 per hour
- e) Specialist: €165 per hour

1.2 Fixed prices for specific services

- a) Quick scan energy savings: upon request, based on size and complexity of the building
- b) Comprehensive energy audit: upon request, based on size and complexity of the building
ESG report (basic module): from €3,500 per report
- c) ESG reporting (comprehensive): from €7,500 per report
- d) Sustainability consultancy: from €5,000 per consultancy project

1.3 Supplement

- a) Work outside office hours (06:00-08:00 and 18:00-22:00): 50% surcharge
- b) Work during night hours, weekends and public holidays: 100% surcharge
- c) Urgent orders (execution within 48 hours): 25% surcharge

1.4 Travel costs and time

- a) Travel expenses: €0.29 per kilometre
- b) Travel time: 50% of the applicable hourly rate

1.5 Minimum

The minimum order for consultancy work is 4 hours per assignment.

Article 2. Rates and provisions for integration and construction services

2.1 Hourly rates system integration and

- a) Senior system architect: €165 per hour
- b) System integrator: € 150 per hour
- c) Technical specialist: € 150 per hour
- d) Programmer/developer: €135 per hour
- e) Installer: € 120 per hour
- f) Project leader: € 150 per hour

2.2 Fixed prices for standard system

- a) Recommissioning projects: from €50,000, depending on size and complexity
- b) BMS upgrades: price on request, depending on current situation and desired functionality
- c) Dashboard layout: from €7,500 per dashboard
- d) Integration of sensors: based on actual costs plus 15% coordination surcharge

2.3 Material costs and parts allowance

- a) Material costs are passed on with a surcharge of 15%
- b) Small parts are subject to a fixed fee according to the current price list

2.4 Project management and coordination

- a) Project management: included in project price or at hourly rate of € 150
- b) Coordination of third-party work: 15% mark-up
- c) Implementation of CAPEX projects: 8% mark-up
- d) Administrative processing surveillance services: 5% surcharge

2.5 Supplements

- a) Work outside office hours (06:00-08:00 and 18:00-22:00): 50% surcharge
- b) Work during night hours, weekends and public holidays: 100% surcharge
- c) Emergency installations: 35% surcharge

Article 3. Tariffs and provisions for the provision of operational services

3.1 Subscription rates operational services

- a) Building Operations / Building Performance Management: € 1.00 per m² GLA per
- b) Digital Building Operations services: fixed price based on building size, from € 25,000 per year

- c) Premium monitoring and operational support: price on request, based on building size and complexity
- d) 24/7 monitoring and alarm follow-up: 25% surcharge on basic subscription

3.2 Hourly rates for operational support

- a) Failure technician: € 150 per
- b) System administrator: € 150 per hour
- c) Monitoring specialist: € 150 per hour
- d) Data analyst: € 150 per hour

3.3 Rates for specific operational services

- a) Building automation management: based on subscription model according to article 3.1
- b) SCC services (basic): on request, depending on number of cameras and desired analysis functions
- c) ESG monitoring and reporting: on request, depending on desired parameters and reporting frequency
- d) Alarm follow-up: included in basic subscription or € 75 per report outside subscription

3.4 Breakdown service and interventions

- a) Intervention during office hours: € 150 per hour, minimum 1 hour per intervention
- b) Intervention outside office hours: surcharge in accordance with article 3.6
- c) 24/7 breakdown service: included in premium subscriptions or 25% surcharge on basic subscription
- d) Failure analysis and reporting: included in subscription or € 750 per analysis outside subscription

3.5 Corrective work and repairs

- a) Corrective work is charged according to established hourly rates
- b) For repairs requiring materials, the material costs will be charged with a surcharge of 15%
- c) For repairs by external parties, a coordination surcharge of 15% applies

3.6 Supplements

- a) Work outside office hours (06:00-08:00 and 18:00-22:00): 50% surcharge
- b) Work during night hours, weekends and public holidays: 100% surcharge
- c) Priority interventions (within 2 hours): 75% surcharge

3.7 Indexing

All rates are indexed annually according to the CBS Business Services Index (SRI), unless otherwise agreed.

3.8 Billin

- a) Fixed costs are invoiced quarterly in advance

- b) Variable costs are billed monthly in arrears
- c) One-off project costs are invoiced according to specific agreement (50% at start, 50% at completion)
- d) Payment term is 30 days from invoice date

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