

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF VESPER B.V.

1 Applicability

These Terms and Conditions, as may be amended by Vesper from time to time, apply to all its services, directly or indirectly made available online, through any mobile device, by email or by telephone. By accessing, browsing and using the Vesper (mobile) website or any of its applications through whatever platform and/or by subscription to the Tool, the User acknowledges and agrees to have read, understood and agreed to the terms and conditions set out below (including the Privacy Statement).

The Website, the content and infrastructure of the Website, and the online services provided by Vesper through the Website are owned, operated and provided by Vesper, subject to the terms and conditions set out below. Vesper's relationships with providers of data are governed by separate terms and conditions.

2 Definitions

In these Terms and Conditions, the following terms are defined as set out below:

Agreement or Agreements means any agreement for the provision of Services by Vesper to the User;

Business Day means any day (other than a Saturday, Sunday or public holiday) on which banks are open for normal business (other than internet banking services only) in the Netherlands;

Confidential Information means the information provided to the User via and by the Tool and disclosure and all confidential or proprietary information from and/or relating to the Tool or Vesper;

Employee Account means an employee account subscribed for by the User in the event the User wishes to make use of the Tool with more than one natural person. The Employee Account is made available by the User to one of its employee's or officers. The User receives separate log ins for these employee accounts;

Intellectual Property Rights means all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, neighbouring rights, patent rights and rights to know-how;

Office Hours means the time between 9:00 to 18:00 (CET) on Monday to Friday, excluding official Dutch holidays;

Parties or Party means either the User, Vesper or both;

Privacy Statement means the privacy statement of Vesper made available on the Website <https://vespertool.com>;

Services means the provision of the Tool by Vesper to the User in accordance with the Agreement, which includes the provision and maintenance of the Tool and the provision of Support of training with regard to the Tool;

Software means the computer software used by Vesper for its the Website and made available through the Website;

Support means any alteration of the Tool, alteration of the content or settings with regard to the Tool, rendering of advice with regard to using the Tool, provision of training for the use of the Tool or maintenance of the Tool;

Terms and Conditions means these general terms and conditions, including any changes made thereto by Vesper from time to time, filed with the Trade Register of the Dutch Chamber of Commerce and published on the Website;

Tool means the dashboard provided by Vesper on its Website, including the Software, forecast (excluding the methodology of the forecast), calculations, futures, news and documentation, and any other applications available through the Website;

Trade Secret means any trade secret as defined in the Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use;

User means the natural person or the legal entity that registers for or uses the Services;

Vesper means Vesper B.V., a limited liability company incorporated under the laws of the Netherlands, having its registered address at Vijzelstraat 79 B, 1017HG Amsterdam, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 72497254;

Website means the website made available by Vesper via www.vespertool.com.

3 General

3.1 These Terms and Conditions apply to all Agreements pursuant to which Vesper provides Services of any nature whatsoever and under whatever name to the User.

3.2 Vesper reserves the right to update the Terms and Conditions at any time and without prior notice to a User. Such updated Terms and Conditions will be available for the Users at any time via the Website.

3.3 The applicability of the User's general terms and conditions is specifically excluded.

3.4 Vesper is at all times authorized to engage third parties in the execution of the Agreement and to transfer any rights or obligations resulting from the Agreement and/or these Terms and Conditions to a third party.

3.5 Any communication between Vesper and the User may take place electronically, either via the Website or via e-mail. Electronic communication is deemed to have been received on the day of sending, unless proven otherwise by the User. If the User has not received the communications sent by Vesper due to delivery and/or accessibility issues related to his e-mail box, this is for risk of the User.

3.6 The Tool does not provide and should not be regarded as to provide recommendations or endorsements of any investment decision of the User.

3.7 When rendering the Service and making the Tool available, the information disclosed by Vesper is based on the information provided to Vesper by public sources and information providers contracted by Vesper. Although Vesper will use its reasonable skills and care in performing the Service, Vesper cannot guarantee that all information is accurate, complete or correct, nor can Vesper be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of the Tool or otherwise), inaccurate, misleading or untrue information or non-delivery of information. The use of Information issued by Vesper shall always be at the User's own risk.

4 Conclusion of Agreement

4.1 Any quotation or other offer made by Vesper on its Website is non-binding.

4.2 A quotation is based on information provided by the User. The User guarantees that the information that it has provided or that has been provided on its behalf to Vesper and on which Vesper bases its offer is accurate and complete.

4.3 The Agreement is concluded by way of a subscription by the User for the Services and the Tool through the Website. Oral and written subscriptions from the User are only binding if confirmed by Vesper, by sending a written acceptance to the User. The written acceptance of a subscription by Vesper constitutes an Agreement between the Parties.

4.4 The User may subscribe for multiple Employee Accounts for the Tool.

4.5 Insofar as the User is represented and the representative therefore does not enter into an Agreement with Vesper in its own name, the representative must demonstrate its authority to subscribe for the Services on behalf of the User.

5 Term

5.1 The Agreement is concluded for an indefinite period, unless agreed otherwise between Parties. By entering into the Agreement the User has the right to use the Services and the Tool for the term of the Agreement.

5.2 Either Party may terminate the Agreement in writing taking into account a notice period of one calendar month. Vesper is never obliged to pay any compensation due to termination of the Agreement.

5.3 Parties may not terminate an Agreement that has been entered into for a definite period of time, unless otherwise agreed in writing.

6 Price and Payment

6.1 All prices are excluding VAT (BTW) and other duties, levies and/or any other surcharges, all of which shall be for the account of the User. All prices stated by Vesper are in Euros and the User must make all payments in Euros.

6.2 Vesper shall be entitled to adjust the applicable prices and rates by giving written notice to the User, and in accordance with the price index or other standard included in the Agreement. If the User does not agree with such adjustment, the User shall be entitled to terminate the Agreement in writing within 30 Business Days following the notice of the adjustment. Termination shall become effective on the date on which the new prices and/or rates would become effective.

6.3 Payment is made by automatic debit collection from the payment method chosen by the User at the time of subscription for the Services, unless the Parties have explicitly agreed otherwise.

6.4 In the event the automatic debit collection is refused or cancelled, the User shall be in default without the need for further notice. Without prejudice to Vesper's right of payment, Vesper is entitled to limit or block

access to the Services until all outstanding amounts have been paid in full. Vesper is not liable for any damage as a result thereof.

6.5 If the User fails to timely make any payment, Vesper may suspend User's subscription until all the payments are settled or terminate the agreement.

6.6 Vesper has the right to charge interest at the rate of 2% per month on any late payments, or the highest applicable local statutory interest rate.

7 E-commerce payment & subscription management

7.1 The agreement is concluded for an indefinite period. By entering into this agreement the User has the right to use the Services and the Tool for the term of the Agreement.

7.2 Vesper offers to receive payments in different currencies, converting it from the subscription price that is communicated in Euro on Vesper. Conversion is handled by a third party provider.

7.3 Vesper does not process or store personal payment details of the User, this is handled through a third-party partner.

7.4 The User can set the billing period to monthly/annual payments, depending on the User's preference. A new payment is automatically charged after every subsequent period.

7.5 If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and the User does not cancel his account, Vesper may suspend access of the User to the service until a valid payment has been charged successfully.

7.6 The User can update the preferred payment method and period by contacting Customer Success through email or phone, as provided on Vesper's platform.

7.7 The User can cancel its Agreement at any time, and will continue to have access to the service through the end of the billing period. Vesper upholds a termination period of one month.

7.8 Cancelling the Agreement can be done by providing information on the preferred end date of the subscription and accompanying User details via email or telephone to Customer Success. The User will receive a written electronic confirmation of the termination of the Agreement by Vesper.

7.9 Payments are non-refundable and Vesper does not provide refunds or credits for any partial membership periods or unused content.

8 Availability and maintenance

8.1 Vesper strives for optimal availability of and access to the Website and the Tool (availability 'as is').

8.2 Vesper is authorized to temporarily exclude access to the Tool without prior notification to User or to limit the Tool's use for maintenance work or to perform adjustments or improvements to one or more Services. Vesper seeks to limit this to a minimum and to inform, if possible, the User in advance and maintenance will, where possible, be carried out when average use of the Tool is low. Emergency maintenance however can be carried out at any moment and without prior notice.

8.3 Vesper shall announce major updates and upgrades at least 10 Business Days in advance. Minor updates that, in the opinion of Vesper, do not affect the functionality of the Tool in a meaningful way and

emergency updates, will be made without prior notice.

8.4 Vesper may modify, terminate, suspend, or otherwise adjust any and all functions, features, calculations, options, utilities, tools or other aspects of the Services that, in the opinion of Vesper, do not affect the functionality of the Tool in a meaningful way at any time without prior notice to the User. Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to the Terms and Conditions. Suggestions and feedback of the User are welcome, but ultimately Vesper decides which functionality, if any, will be added or changed.

8.5 In the event of suspicion of misuse or improper use by the User, Vesper is authorized to restrict or block the access of the User to the Services without prior notice for an indefinite period of time. Vesper is not liable for damages that may arise as a result of exercising this right.

8.6 Vesper may take technical measures to protect equipment, data files, websites, software made available, software to which the User is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The User may not remove or bypass such technical measures or have such technical measures removed or bypassed.

8.7 Vesper may inform the User via the Tool about the possibilities of the Tool with the aim to improve the User's experience within the Tool and/or to increase the added value of the Tool.

9 Support

9.1 Vesper shall, if requested, via the Tool, by telephone or email provide advice on the use and functioning of the Tool. Vesper may set conditions with respect to the qualifications and the number of persons eligible for Support. The User is requested to consult the online documentation regarding the Tool via the Website before submitting a support request by e-mail or phone.

9.2 Vesper does not guarantee the accuracy, completeness or timeliness of replies or the Support offered.

9.3 Support services shall be performed on Business Days during Vesper's Office Hours. Vesper will use its best efforts to respond to requests as soon as possible. Vesper does not guarantee that all requests for support will be handled speedily.

10 Confidentiality and Announcements

10.1 Each Party must ensure that all information received from the other Party, of which it knows or should reasonably know it is confidential, is kept secret. The User may not provide information made available by Vesper to a third party or otherwise make Vesper's information and data provided by the Tool publicly available.

10.2 The Software originating from Vesper is confidential in nature and this Software contains Trade Secrets of Vesper.

10.3 Each Party represents and warrants that employees who have access to the Confidential Information are bound to confidentiality provisions that are at least as stringent as the confidentiality provisions contained in these Terms and Conditions.

10.4 Confidential Information will not be disclosed to third parties without the prior written consent of Vesper.

10.5 Confidential Information may be disclosed in response to a valid court or other governmental order, provided that (if permitted by such order) Vesper is notified as soon as possible after receipt of the order and given an opportunity to seek legal redress against such disclosure.

10.6 Information which would otherwise be Confidential Information shall not be deemed confidential to the extent that the User proves by written records that the information:

- (a) is lawfully obtained by the User from sources available to the general public such as newspapers, online databases or informative websites;
- (b) is lawfully obtained by the receiving Party from a third party, provided that the third party does not breach any confidentiality obligation towards the User;
- (c) was already in the possession of the User prior to the date on which it was provided by Vesper; or
- (d) was developed by the User independently and without the use of any information from Vesper.

10.7 Upon the first request of Vesper as well as directly after termination of the Agreement, the User shall destroy or delete all Confidential Information in its possession and confirm this to Vesper in writing.

10.8 The User may only use the Confidential Information for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by Vesper.

10.9 The obligation to keep the Confidential Information confidential, continues after termination of the Agreement for whatever reason, for as long as Vesper can reasonably claim the confidential nature of the Confidential Information.

10.10 Vesper shall have the right to make a public announcement, communication or circular (announcement) concerning the existence of the relationship between Vesper and the User (without revealing any commercial details) and in addition thereto User hereby grants Vesper the right to use User's name and logo for marketing and publicity purposes, including naming User as a user of the Services.

11 Data and privacy

11.1 The User is fully responsible for the data that it submits and processes in the context of using the Services of Vesper. The User guarantees to Vesper that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The User indemnifies Vesper against any claim of a third party instituted for whatever reason in connection with this data or the performance of the contract.

11.2 Insofar as the data that the User has submitted through the Tool contain personal data, Vesper will process this personal data lawfully and in accordance with the provisions of the General Data Protection Regulation and the General Data Protection (Implementation) Act (Uitvoeringswet Algemene Verordening Gegevensbescherming) and the Privacy Statement

11.3 The User indemnifies Vesper for all claims from third parties that may be brought against Vesper for violation of the General Data Protection Regulation and/or or other legislation concerning the processing of personal data by the User through the Tool.

11.4 After termination of the Agreement, the User will no longer have access to the Tool and its data.

11.5 The User is aware that under Vesper Subscription, the User's activity on the platform, including but not limited to data points as number of logins and pages visited, will be shared with User's own company upon the company's request.

12 Intellectual property

12.1 All intellectual property rights in relation to the Tool, Software, Website, data files, as well as other materials such as analyses, calculations, methods, designs, documentation, reports and offers, including preparatory materials made available to the User by the Tool are owned exclusively by Vesper, its licensors or its suppliers. The User shall have the rights of use expressly granted under the Terms and Conditions, the Agreement and the Law. All rights accorded to the User are non-exclusive and may not be transferred, pledged or sublicensed.

12.2 Subject to applicable laws, Vesper shall have the right to use, combine, split, transfer, modify and/or process any data and/or other materials made available by the User to Vesper via the Tool, Software, Website or in any other way at its sole discretion and free of charge. User acknowledges and accepts that the data may be used, aggregated and combined by Vesper with other data to create price indices, offer its Services (to other Users) and/or for internal purposes and User shall have no further rights in respect of (the use of) any derivative data following from the data made available to Vesper.

12.3 The User shall immediately alert Vesper in writing if it becomes aware that a third party infringes or threatens to infringe any intellectual property right of Vesper, or if third parties should be of the view that any Services infringe their own intellectual property rights or know how.

13 Licences

The User acquires no rights or licenses in or to the Services, the Tool and/or the Software other than the limited right to utilize the Services, the Tool and/or Software in accordance with these Terms and Conditions. Should the User choose to download or otherwise save content from the Tool, the User must do so in accordance with the Terms and Conditions. Such downloaded content is licensed to the User by Vesper ONLY for the User's own personal use during the term of the Agreement in accordance with the Terms and Conditions and does not transfer any other rights to the User.

14 Warranty

14.1 The Services offered by Vesper are provided 'as is' and 'as available', without express or implied warranties of any kind. Vesper makes no representation and disclaims any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, non-infringement or conformity to any law, regulation or standard. Vesper does not warrant that the Service is free of malware or other harmful components.

14.2 Although Vesper pays the utmost attention to ensure that the data on its website/platform is reliable and up to date, inaccuracies or omissions cannot always be prevented. Vesper cannot guarantee the accuracy or completeness of the information.

14.3 Vesper does not guarantee that the Tool and the Software shall be adapted to changes in relevant legislation and regulations on time.

14.4 No advice or information whether oral or in writing obtained by the User from Vesper shall constitute any warranty with regard to the Services or the Tool.

15 Liability

15.1 In all cases in which Vesper is obliged to pay damages, these shall be limited per calendar year to an amount equal to 50% of the total value of the invoices (excluding VAT) paid by the User under an Agreement for the particular type of Services in such calendar year, but in any event to an aggregate maximum of EUR 2,500.000 (two million fivehundred thousand Euro) per calendar year for all and any claims against Vesper.

15.2 Vesper cannot be held liable for any (direct or indirect) damage as a result of the Tool and/or the Website not working properly or being unavailable for reasons reasonably beyond the control of Vesper, for inaccuracies in, omissions, incompleteness or incorrectness of the information offered or non-delivery of information, nor for any damage resulting from problems caused by the Tool and/or the Website malfunctioning or by interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of the Tool or otherwise), errors including manifest and typographical errors or delays in the Tool and/or the Website.

15.3 Vesper shall in no event be liable for any loss of income or profits, loss of business or clients, loss of goodwill, loss of use, increased cost of working, penalties, fines, punitive damages, damage resulting from late delivery, damage to reputation, or any other special, indirect or consequential damages or losses arising out of or in connection with any Agreement.

15.4 For there to be any right to compensation, the User must report the damages to Vesper in writing as soon as possible after the damage has occurred.

15.5 The website may contain links to other websites or services offered by other parties. A link to a third-party website does not mean that Vesper approves or is affiliated with it. Vesper does not exercise any control over third party websites or the contents of the services they provide. Access to such third parties sites or content is at the Users own risk. Vesper shall not be liable for any damages or losses related to the use of any content, product or service available on or through any third party's website.

16 Termination

16.1 Vesper shall be entitled to suspend the performance of an Agreement, or to terminate an Agreement (whether in full or in part, and whilst retaining all of its rights to compensation for costs and damages) with immediate effect on written notice, if:

- (a) the User fails to meet any of its obligations, or if it is established that full compliance will be impossible;
- (b) the User commits any serious misconduct, or any intentional, negligent or tortuous act;
- (c) the User is declared bankrupt, or (provisional) suspension of payment is requested, if its business is liquidated or discontinued or it is otherwise insolvent; or
- (d) changes are made to the direct or indirect ownership or decisive control of the User or its business.

16.2 If the User goes bankrupt, its right to use the Tool shall end, as shall its right to access and/or use of Vesper's Services, without termination by Vesper being required.

16.3 Vesper shall be entitled, at any time and for any reason, to terminate an Agreement by one calendar month's written notice to the User.

16.4 Both parties shall be entitled to terminate an Agreement in accordance with clause 17.3 (Force Majeure) hereof.

16.5 If and when terminated in accordance with the foregoing provisions, the User shall not have any claims against Vesper as a consequence of such termination.

16.6 If, at the time of termination, the User has already received Services in the performance of the Agreement, these Services and the associated payment obligations shall not be undone unless the User proves that Vesper is in default with respect to the Services. With due regard to the preceding sentence, amounts invoiced by Vesper prior to termination in connection with what it already properly performed in the performance of the Agreement shall remain payable in full and shall become immediately due and payable at the time of termination.

17 Force Majeure

17.1 None of the Parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure is deemed to refer to any cause, event or circumstance beyond a party's reasonable control, in particular but not limited to: war, trade embargoes, threat of war, natural disasters, terrorism, excessive temporary increase in demand, government measures, weather conditions, not, delayed, or incomplete delivery of goods, services or software ordered from third parties, strikes, business blockades, punctuality actions, animal diseases, unforeseeable problems with dairy production and transport, devaluation, increasing of levies or taxes of whatever nature, significant change in prices of raw materials or energy, interruptions in operations, interruptions in telecommunications and internet connections, traffic disruptions and virus infections in the Software, the Software, Tool or Website being hacked (a Force Majeure Event).

17.2 In case of a Force Majeure Event on the part of either party, this party shall promptly notify the other party of such Force Majeure Event in writing and the obligations of that party shall be, to the extent that it is so prevented or impeded, suspended without liability for breach or non-performance. The reciprocal obligations of the other party shall also be suspended without liability for breach or non-performance.

17.3 If a Force Majeure Event affecting a party can reasonably be expected to continue in excess of one (1) month, or has already lasted for a period of one (1) month, the other party may terminate the Contract on written notice to the affected party with immediate effect, without thereby creating any rights to compensation.

18 Applicable law and dispute resolution

18.1 These terms and conditions, the Agreement(s) and the provision of the Services shall be exclusively governed by and construed in accordance with Dutch law. The applicability of the United Nations

Convention on Contracts for the International Sale of Goods (CISG) is excluded.

18.2 Unless otherwise agreed between the Parties, any disputes in connection with the Agreement and these Terms and Conditions and any other contractual or non-contractual obligations arising out of, or in connection with it, are to be exclusively resolved by the competent court in Amsterdam, the Netherlands.

19 Final provisions

19.1 Any changes or amendments to the Agreement and/or these Terms and Conditions, including this requirement of written form, shall be made in writing.

19.2 If any provision of the Agreement and/or these Terms and Conditions is held to be illegal, invalid (nietig), void or otherwise unenforceable (in whole or in part) such illegal, invalid, void or unenforceable provision will not affect the validity or enforceability of any other provision of the Agreement and/or these Terms and Conditions.

19.3 The term 'written' or 'in writing' in the Agreement also refers to email communication, provided that the identity of the sender and the integrity of the contents of the email are adequately established.

19.4 Vesper will be authorized to transfer its rights and obligations under the Agreement to a third party that acquires the business operations to which the Agreement is subject or to any affiliate.

19.5 The User shall notify Vesper without delay in writing of any changes in its name, postal address, e-mail address, telephone number and bank account details.

19.6 Clauses 19, 11, 12, 13, 14, 15 and 18 herein, as well as any other sections of the Agreement that either explicitly or by their nature, must remain in effect after termination of the Agreements, shall survive termination. C.A.

Ciarán Aylward

Economist

Ciaran Aylward

Signature Certificate

Reference number: FEKRE-FBC4Y-JGK2U-QGMXX

Signer

Ciaran Aylward

Email: ciaran.aylward@ornua.com

Shared via link

Sent:

Viewed:

Signed:

Timestamp

11 Jun 2024 11:37:32 UTC

11 Jun 2024 11:43:10 UTC

13 Jun 2024 09:32:10 UTC

Signature



IP address: 212.2.161.110

Location: Dublin, Ireland

Document completed by all parties on:

13 Jun 2024 09:32:10 UTC

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