

GENERAL TERMS AND CONDITIONS OF SENCILIA B.V.

These General Terms and Conditions ("**GT&C**") are effective as of 1st May 2026.

1. DEFINITIONS

- 1.1. In these GT&C, the following capitalised terms shall have the meanings set out below:
- 1.1.1. "**Agreement**" means any agreement entered into between Sencilia and the Client, including but not limited to a project agreement, quotation, statement of work, purchase order or any other document accepted by both Parties, to which these GT&C apply.
 - 1.1.2. "**Client**" means any natural person, legal entity, consortium or other organisation that enters into an Agreement with Sencilia or to whom Sencilia makes an offer or provides Services, Deliverables or Sample Products.
 - 1.1.3. "**Confidential Information**" means all information, whether in written, oral, electronic or any other form, disclosed by or on behalf of one Party to the other Party in connection with an Agreement, which is designated as confidential or which, given the nature of the information or the circumstances of disclosure, ought reasonably to be considered confidential, including but not limited to technical data, Intellectual Property Rights, know-how, trade secrets, business plans, pricing information, designs, specifications, prototypes and Sample Products.
 - 1.1.4. "**Consultancy Services**" means the provision of technical consultancy, advisory and engineering support services by Sencilia to the Client, including the deployment of Sencilia's engineers, students and/or interns, as further specified in the applicable Agreement.
 - 1.1.5. "**Deliverables**" means all tangible and intangible results, outputs, reports, designs, prototypes, software, hardware, documentation and other materials developed or produced by Sencilia in the performance of Development Services under an Agreement.
 - 1.1.6. "**Development Services**" means the design, adaptation, engineering and/or development of sensor systems, components or related technology by Sencilia for the Client, as further specified in the applicable Agreement.
 - 1.1.7. "**Fees**" means the fees, charges and other amounts payable by the Client to Sencilia for the Services, Deliverables and/or Sample Products, as set out in the applicable Agreement.
 - 1.1.8. "**Intellectual Property Rights**" means all registered and unregistered intellectual and industrial property rights, including but not limited to patents, patent applications, copyrights, database rights, design rights, trademarks, trade names, domain names, rights in know-how, trade secrets, inventions (whether or not patentable), software, manufacturing processes and technical information, in each case including all applications for and rights to obtain renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
 - 1.1.9. "**Parties**" means Sencilia and the Client jointly, and "Party" means either one of them.
 - 1.1.10. "**Sample Products**" means sensor units, prototypes or other products provided by Sencilia to the Client on an "as-is" basis solely for testing, evaluation or research purposes, whether provided free of charge or for a fee as specified in the Agreement.
 - 1.1.11. "**Sencilia**" means Sencilia B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its registered office at Zernikepark 6, 9747 AN, Groningen, the Netherlands, registered with the Dutch Chamber of Commerce under number 83498702.
 - 1.1.12. "**Services**" means, collectively, the Consultancy Services and/or Development Services provided by Sencilia under an Agreement.

2. APPLICABILITY

- 2.1. These GT&C apply to all offers, quotations, order confirmations, Agreements and the provision of Services, Deliverables and Sample Products by Sencilia to the Client, unless expressly agreed otherwise in writing.

- 2.2. The applicability of any general terms and conditions of the Client is hereby expressly rejected, unless and to the extent that Sencilia has accepted such terms in writing.
- 2.3. Deviations from these GT&C shall only be valid if expressly agreed upon in writing in the applicable Agreement. In the event of any conflict between these GT&C and the provisions of an Agreement, the provisions of the Agreement shall prevail.
- 2.4. If Sencilia has applied these GT&C in its relationship with the Client on one or more occasions, the Client shall be deemed to have accepted the applicability of these GT&C to any subsequent Agreement between the Parties, unless expressly agreed otherwise in writing.

3. QUOTATIONS AND OFFERS

- 3.1. All quotations and offers made by Sencilia are without obligation and revocable at any time, unless expressly stated otherwise in writing. A quotation or offer shall lapse if not accepted by the Client within the period stated therein, or, in the absence of such period, within thirty (30) days of its date.
- 3.2. Prices and Fees stated in a quotation or offer are denominated in euros and are exclusive of value added tax (VAT) and any other applicable taxes, duties or levies, unless expressly stated otherwise.
- 3.3. Obvious errors or mistakes in a quotation or offer shall not be binding on Sencilia.

4. AGREEMENTS AND ORDERS

- 4.1. An Agreement shall be formed upon written acceptance by Sencilia of an order or request from the Client, or upon written acceptance by the Client of a quotation or offer from Sencilia, or upon Sencilia commencing performance of the Services or delivery of Sample Products, whichever occurs first.
- 4.2. Any amendments or additions to an Agreement shall only be valid if agreed upon by both Parties in writing. If such amendments or additions result in additional costs or a change in the scope of the Services, Sencilia shall be entitled to adjust the Fees accordingly. Sencilia shall inform the Client of any such adjustment prior to implementing the amendment.
- 4.3. Unless expressly agreed otherwise in writing, all obligations of Sencilia under an Agreement shall constitute best-efforts obligations (*inspanningsverplichtingen*) and not obligations to achieve a specific result (*resultaatsverplichtingen*).
- 4.4. Where the Client comprises a consortium or group of entities, the Client shall designate one (1) entity within the consortium as the primary point of contact and contracting party for all purposes under the Agreement and shall provide Sencilia with full details of all consortium members prior to the execution of the Agreement. The Client shall promptly notify Sencilia of any changes in the composition of the consortium. All entities forming part of the consortium shall be jointly and severally liable (*hoofdelijk aansprakelijk*) towards Sencilia for the performance of all obligations under the Agreement, including but not limited to the payment of Fees. Sencilia shall be entitled to address any notice, invoice or claim to any one or more of the consortium members at its discretion.

5. CONSULTANCY SERVICES

- 5.1. Where the Agreement provides for Consultancy Services, Sencilia shall make available qualified personnel, which may include engineers, students and/or interns, to provide technical consultancy and engineering support to the Client in accordance with the specifications set out in the Agreement.
- 5.2. The number of hours, scheduling and allocation of personnel for the Consultancy Services shall be as set out in the Agreement. Any changes to the agreed schedule or scope shall require the prior written consent of both Parties.
- 5.3. Sencilia reserves the right to replace any personnel assigned to the Consultancy Services with other suitably qualified personnel, provided that such replacement does not materially affect the quality or continuity of the Consultancy Services. Sencilia shall notify the Client of any such replacement in advance where reasonably practicable.

- 5.4. Personnel deployed by Sencilia in the performance of Consultancy Services shall at all times remain employees or engaged persons of Sencilia. Nothing in these GT&C or any Agreement shall be construed as creating an employment relationship, partnership or agency between the Client and any such personnel.
- 5.5. The Client shall provide Sencilia with all information, access, facilities and cooperation reasonably required for the proper performance of the Consultancy Services in a timely manner. Any delay or additional costs arising from the Client's failure to fulfil its obligations under this clause shall be for the Client's account.

6. DEVELOPMENT SERVICES

- 6.1. Where the Agreement provides for Development Services, Sencilia shall design, adapt, engineer and/or develop sensor systems, components or related technology in accordance with the specifications, requirements and milestones set out in the Agreement. The specific Deliverables, timelines and acceptance criteria (if any) shall be set out in the applicable statement of work or Agreement.
- 6.2. The Client shall provide clear and complete specifications and requirements at the outset of the project. Any subsequent changes to the specifications, requirements or scope of the Development Services requested by the Client shall be subject to Sencilia's prior written approval and may result in an adjustment of the Fees, timelines and/or Deliverables.
- 6.3. Sencilia shall provide the Client with progress reports at the intervals specified in the Agreement, or, in the absence of such specification, at reasonable intervals. The Client shall review such reports and provide feedback within a reasonable period.
- 6.4. Upon completion of the Development Services or any phase thereof, Sencilia shall deliver the Deliverables to the Client. Unless the Agreement provides for specific acceptance procedures, the Deliverables shall be deemed accepted by the Client ten (10) business days after delivery, unless the Client has notified Sencilia in writing of any specific and substantiated deficiencies within that period.
- 6.5. The Client shall provide Sencilia with all information, materials, test environments, data and cooperation reasonably required for the proper performance of the Development Services in a timely manner. The Client warrants that any information and materials provided are accurate, complete and lawful. Any delay or additional costs arising from the Client's failure to fulfil its obligations under this clause shall be for the Client's account.

7. SAMPLE PRODUCTS

- 7.1. Sencilia may provide Sample Products to the Client for testing, evaluation or research purposes. Sample Products are provided strictly on an "as-is" and "as-available" basis. The disclaimer of warranties set out in clause 11.2 shall apply in full to all Sample Products.
- 7.2. The Client shall use the Sample Products solely for the testing, evaluation or research purposes specified in the Agreement or as otherwise agreed in writing. The Client shall not use the Sample Products for any commercial, clinical, diagnostic or therapeutic purpose, unless expressly authorised by Sencilia in writing.
- 7.3. Sample Products may be provided free of charge or for a nominal fee, as specified by Sencilia. Unless agreed otherwise, shipping and handling costs shall be borne by the Client.
- 7.4. Risk of loss of or damage to the Sample Products shall pass to the Client upon delivery to the carrier. Sencilia shall not be liable for any loss, damage or delay occurring during transit.
- 7.5. The Client acknowledges and agrees that Sample Products are prototypes or pre-commercial units that have not been validated or certified for any specific use. The Client assumes all risks associated with the use, testing and handling of the Sample Products and shall ensure that adequate safety measures are in place.
- 7.6. Sencilia retains title to all Sample Products and any physical Deliverables delivered to the Client until the Client has fulfilled all its payment obligations to Sencilia under the applicable Agreement in full. During the period that title remains vested in Sencilia, the Client shall store such Sample

Products and Deliverables carefully and as the recognisable property of Sencilia, and shall not sell, transfer, pledge, encumber or otherwise dispose of them to any third party. This retention of title shall apply mutatis mutandis to any physical Deliverables provided under clause 6.

8. FEES AND PAYMENT

- 8.1. Sencilia shall invoice the Client for the Fees in accordance with the payment schedule set out in the Agreement. In the absence of such schedule, Consultancy Services shall be invoiced monthly in arrears on the basis of hours worked at the applicable hourly rate, and Development Services shall be invoiced upon completion of each milestone or phase as set out in the Agreement.
- 8.2. The Client shall pay each invoice within thirty (30) days of the invoice date, unless a different payment term is specified in the Agreement. Payment shall be made in euros by bank transfer to the account specified by Sencilia, without any deduction, set-off or counterclaim.
- 8.3. If the Client fails to pay any amount due under an Agreement by the due date, the Client shall be in default without any notice of default being required. Sencilia shall be entitled to charge statutory commercial interest (*wettelijke handelsrente*) as referred to in Section 6:119a of the Dutch Civil Code on the outstanding amount from the due date until the date of payment in full, as well as all reasonable extrajudicial and judicial collection costs.
- 8.4. Sencilia shall be entitled to suspend the performance of its obligations under any Agreement if the Client is in default of any payment obligation, without prejudice to Sencilia's other rights and remedies.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All Intellectual Property Rights in and to any pre-existing materials, know-how, technology, sensor systems, software, designs and methodologies of Sencilia, including any improvements, modifications or adaptations thereof made in the course of performing the Services, shall remain vested exclusively in Sencilia. Nothing in these GT&C or any Agreement shall be construed as a transfer of any Intellectual Property Rights from Sencilia to the Client, unless expressly agreed otherwise in writing.
- 9.2. To the extent that Deliverables contain or embody Intellectual Property Rights of Sencilia, Sencilia hereby grants the Client a non-exclusive, non-transferable, non-sublicensable licence to use such Deliverables solely for the purpose specified in the Agreement, unless expressly agreed otherwise in writing.
- 9.3. Any Intellectual Property Rights in Deliverables that are newly created by Sencilia specifically for the Client in the performance of Development Services shall vest in Sencilia, unless the Agreement expressly provides otherwise. Where the Agreement provides for the transfer or assignment of specific newly created Intellectual Property Rights to the Client, such transfer or assignment shall only be effective upon full payment of all Fees due under the Agreement.
- 9.4. Any Intellectual Property Rights in materials provided by the Client to Sencilia for the purpose of performing the Services shall remain vested in the Client. The Client hereby grants Sencilia a non-exclusive, royalty-free licence to use such materials solely for the purpose of performing the Services.
- 9.5. The Client shall not reverse-engineer, disassemble, decompile, process, modify or otherwise attempt to derive or discover the source code, design, composition, structure, manufacturing process or underlying technology of any Sample Products, Deliverables or other materials provided by Sencilia, or any component thereof, unless expressly permitted by Sencilia in writing or required by mandatory applicable law.

10. CONFIDENTIALITY

- 10.1. Each Party shall treat all Confidential Information received from the other Party as strictly confidential and shall not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party, except to the extent that disclosure is required by applicable law, regulation or court order, or to the receiving Party's employees, agents, advisors or

subcontractors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those set out herein.

- 10.2. Each Party shall use the Confidential Information of the other Party solely for the purpose of performing its obligations or exercising its rights under the Agreement and not for any other purpose.
- 10.3. The obligations of confidentiality set out in this clause shall not apply to information that: (a) is or becomes publicly available other than through a breach of these GT&C or any Agreement; (b) was already known to the receiving Party prior to disclosure, as evidenced by written records; (c) is independently developed by the receiving Party without use of or reference to the Confidential Information; or (d) is lawfully received from a third party without restriction on disclosure.
- 10.4. The obligations of confidentiality set out in this clause shall survive the termination or expiry of the Agreement and shall continue for a period of seven (7) years thereafter.

11. WARRANTIES AND DISCLAIMERS

- 11.1. Sencilia warrants that the Services shall be performed with reasonable skill and care, in accordance with generally accepted professional standards and the specifications set out in the Agreement.
- 11.2. Except as expressly set out in these GT&C or the applicable Agreement, Sencilia makes no representations or warranties of any kind, whether express, implied, statutory or otherwise, with respect to the Services, Deliverables or Sample Products, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability or non-infringement.
- 11.3. The Client acknowledges that the Deliverables and Sample Products provided by Sencilia are not medical devices and have not been cleared, approved or certified by any regulatory authority for clinical, diagnostic or therapeutic use, unless expressly stated otherwise in the Agreement. The Client shall not use, or permit the use of, Deliverables or Sample Products for any clinical, diagnostic or therapeutic purpose on or in patients or other human subjects, or incorporate them into any product or system intended for such use, without the prior written consent of Sencilia and without having obtained all applicable regulatory approvals. For the avoidance of doubt, use of Sample Products for bench testing, technical evaluation or laboratory research that does not involve direct application on or in human subjects shall be permitted, subject to the other terms of these GT&C and the applicable Agreement. The Client shall be solely responsible for obtaining any regulatory approvals required for its intended use of the Deliverables or Sample Products.

12. LIABILITY

- 12.1. The total aggregate liability of Sencilia towards the Client arising out of or in connection with an Agreement, whether in contract, tort (including negligence), strict liability or otherwise, shall be limited to the total amount of Fees actually paid by the Client to Sencilia under the relevant Agreement during the twelve (12) months preceding the event giving rise to the liability, subject to a maximum of one hundred thousand euros (EUR 100,000).
- 12.2. Sencilia shall not be liable towards the Client for any indirect, incidental, special, consequential or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of business opportunities, loss of goodwill, business interruption or any other pecuniary or non-pecuniary loss, howsoever arising, even if Sencilia has been advised of the possibility of such damages.
- 12.3. Without prejudice to the foregoing, Sencilia shall not be liable for any loss, damage, injury or claim arising out of or in connection with the use, testing, handling or disposal of Sample Products, except to the extent caused by Sencilia's wilful misconduct (*opzet*) or gross negligence (*grove schuld*).
- 12.4. Any claim by the Client against Sencilia shall be time-barred if not brought within twelve (12) months after the Client became aware or should reasonably have become aware of the event giving rise to the claim.

13. INDEMNIFICATION

13.1. The Client shall fully indemnify, defend and hold harmless Sencilia and its affiliates, and each of its and their respective officers, directors, employees, successors, assigns and agents from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) ("**Claims**") arising out of or in connection with: (a) the Client's use of the Services, Deliverables or Sample Products in a manner not authorised under the Agreement or these GT&C; (b) the Client's breach of any obligation under the Agreement or these GT&C; (c) any infringement of third-party Intellectual Property Rights caused by materials, specifications or instructions provided by the Client; or (d) any claim by a third party relating to the Client's products or services that incorporate or are based on the Deliverables or Sample Products. The foregoing includes, without limitation, Claims in respect of injury to a person (including death) or damage or harm to property or the environment.

14. TERM AND TERMINATION

- 14.1. Each Agreement shall enter into force on the date specified therein and shall remain in effect for the term set out in the Agreement, unless terminated earlier in accordance with these GT&C or the Agreement.
- 14.2. Either Party may terminate an Agreement by giving the other Party at least thirty (30) days' prior written notice, unless a different notice period is specified in the Agreement.
- 14.3. Either Party may terminate an Agreement with immediate effect by written notice if the other Party: (a) commits a material breach of the Agreement or these GT&C and, where such breach is capable of remedy, fails to remedy such breach within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy; (b) becomes insolvent, is declared bankrupt, enters into liquidation, is granted a suspension of payments (*surseance van betaling*), or is subject to any analogous proceedings under applicable law; or (c) ceases or threatens to cease to carry on its business.
- 14.4. Upon termination or expiry of an Agreement: (a) the Client shall pay all Fees due for Services performed and costs incurred up to the effective date of termination; (b) each Party shall return or destroy all Confidential Information of the other Party in its possession; (c) the Client shall, at Sencilia's discretion, return or destroy all Sample Products in its possession; and (d) any provisions of these GT&C or the Agreement that by their nature are intended to survive termination shall continue in full force and effect, including but not limited to the provisions regarding Intellectual Property Rights, Confidentiality, Liability, Indemnification and Governing Law.

15. FORCE MAJEURE

- 15.1. Neither Party shall be liable for any failure or delay in the performance of its obligations under an Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, war, terrorism, riots, embargoes, acts of governmental authorities, fire, flood, power failures, internet or telecommunications failures, strikes, shortages of materials or components, and disruptions in supply chains ("**Force Majeure Event**").
- 15.2. The Party affected by a Force Majeure Event shall promptly notify the other Party in writing and shall use reasonable efforts to mitigate the effects of the Force Majeure Event. If a Force Majeure Event continues for a period exceeding ninety (90) days, either Party may terminate the affected Agreement by written notice to the other Party without any liability, other than the obligation to pay for Services already performed.

16. MISCELLANEOUS

- 16.1. The Client shall not assign or transfer any of its rights or obligations under an Agreement to any third party without the prior written consent of Sencilia. Sencilia may assign or transfer its rights

and obligations under an Agreement to any affiliate or successor entity without the Client's consent, provided that Sencilia notifies the Client thereof.

- 16.2. No failure or delay by either Party in exercising any right, power or remedy under these GT&C or any Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 16.3. If any provision of these GT&C is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace the invalid, illegal or unenforceable provision with a valid provision that achieves, to the greatest extent possible, the economic, legal and commercial objectives of the original provision.
- 16.4. Sencilia reserves the right to amend these GT&C from time to time. Sencilia shall notify the Client of any material amendments. The amended GT&C shall apply to all Agreements entered into after the date on which the amended GT&C take effect.
- 16.5. These GT&C, together with the applicable Agreement and any annexes, schedules or statements of work attached thereto, constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all prior or contemporaneous oral or written communications, proposals, representations and warranties with respect thereto.
- 16.6. All notices and communications under these GT&C or any Agreement shall be in writing and shall be deemed duly given when delivered by hand, sent by registered mail, or sent by email to the addresses specified in the Agreement or as otherwise notified by a Party in writing.
- 16.7. To the extent that the performance of an Agreement involves the processing of personal data within the meaning of Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR"), including any personal data derived from or contained in data generated by the Deliverables or Sample Products, the Parties shall comply with all applicable data protection laws and regulations. The Client shall inform Sencilia prior to the commencement of the relevant Services if personal data will or may be processed in connection with the Agreement. Where Sencilia processes personal data on behalf of the Client, the Parties shall enter into a separate data processing agreement in accordance with Article 28 GDPR prior to the commencement of such processing. Each Party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved in the processing. The Client warrants that it has obtained all necessary consents, authorisations and legal bases for the processing of personal data provided to or accessed by Sencilia in connection with the Agreement.
- 16.8. The Client acknowledges that the Services, Deliverables and Sample Products provided by Sencilia may be subject to export control laws and regulations, including but not limited to Regulation (EU) 2021/821 (EU Dual-Use Regulation), applicable national export control legislation and international sanctions regimes. The Client shall not, directly or indirectly, export, re-export, transfer, divert or otherwise make available any Deliverables, Sample Products or related technical data or technology to any country, territory, entity or person in violation of applicable export control laws, trade sanctions or embargo regulations. The Client shall obtain all required export licences, permits and authorisations at its own cost and shall provide Sencilia with all information reasonably requested by Sencilia to verify compliance with this clause. The Client shall fully indemnify Sencilia against any claims, losses, damages, fines and costs arising from the Client's breach of this clause.

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1. These GT&C and all Agreements shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of laws principles. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 17.2. Any dispute arising out of or in connection with these GT&C or any Agreement that cannot be resolved amicably between the Parties within thirty (30) days shall be submitted to the exclusive jurisdiction of the competent court in the district where Sencilia has its registered office.