General Terms and Conditions

Comply24 B.V., version 1.0, 16 November 2026

These are the general terms and conditions of Comply24 B.V., Kroosjespad 3, 3404 BB IJsselstein, the Netherlands, registered with the Dutch Chamber of Commerce under number 42175762. They apply to subscriptions to the Comply24 platform and to the implementation, advisory and training services of Comply24. The specific arrangements with a customer are in the order form or the statement of work. Where a customer has signed a Subscription Agreement with Comply24, that agreement prevails over these terms.

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Part A. About these terms

1 Where these terms apply

1.1 These terms apply to every proposal of Comply24, to every Agreement under which Comply24 provides the Platform or Services, including follow-up orders, and to free trials.

1.2 Comply24 works for organisations. The Customer concludes the Agreement in the course of its business or profession.

1.3 Purchasing terms and other general terms of the Customer do not apply. Comply24 rejects them, unless it has accepted them in writing for a specific Agreement.

1.4 Comply24 makes these terms available before the Agreement is concluded, as an attachment to its proposal and on comply24.nl, in a form that the Customer can store and print.

1.5 If a provision of these terms is void or is annulled, the other provisions remain in force. The parties then replace the provision by a valid one that comes as close as possible to its purpose.

2 Definitions

2.1 In these terms the words below have the following meaning.

Account: the personal login of a User to the Platform.

Agreement: the Order Form or Statement of Work that the parties have signed, the Subscription Agreement where the parties have signed one, the documents to which these refer and these terms.

AI Function: a function of the Platform that uses a language model and that the AI register of Comply24 lists as such.

Business Day: Monday to Friday, except public holidays in the Netherlands.

Content: the legislation, guidelines, supervisory publications and news in the Platform, the obligations and summaries derived from them, the control library and the templates, as Comply24 makes them available to all its customers.

Contract Year: a period of twelve months that starts on the Start Date or on an anniversary of it. For an Agreement without a subscription it starts on the date on which the Agreement was concluded.

Customer: the organisation that concludes the Agreement with Comply24.

Customer Data: the data and documents that the Customer or its Users enter into the Platform or give to Comply24, and the records that the Customer creates with the Platform, such as its frameworks, policies, controls, mappings, assessments, decisions and evidence.

Data Processing Agreement: the agreement on the processing of personal data that forms part of the Agreement.

Deliverable: a result that Comply24 delivers under a Statement of Work, such as a configured environment, a report, an assessment or custom work.

Documentation: the user guides and descriptions of the Platform that Comply24 makes available, including the AI register.

DORA Addendum: the addendum of Comply24 for customers that are financial entities within the meaning of Regulation (EU) 2022/2554.

Fees: the amounts that the Customer owes Comply24 under the Agreement.

Module: a part of the Platform that can be ordered separately: Signal, Trace or Prove.

Order Form: the document in which the parties record the Modules, the tier, the term, the Fees and the options of a subscription.

Platform: the online software service of Comply24, with the Modules and the Content that the Customer has ordered.

Schedules: the documents of Comply24 that describe the Modules, the service levels and support (Service Level Schedule), the security measures (Security Schedule) and the exit (Exit Schedule), in the version that forms part of the Agreement.

Services: the work that Comply24 performs for the Customer in addition to making the Platform available, such as implementation, advice, training and custom work.

Start Date: the date in the Order Form on which the subscription starts.

Statement of Work: the document in which the parties record the scope, the phases, the Deliverables, the planning, the team and the price of Services.

Subscription Agreement: the agreement of Comply24 for the use of the Platform, with its schedules, where the parties have signed it.

Subscription Term: the period for which the subscription runs under article 39, including renewal periods.

User: a person who uses the Platform with an Account under the Customer's subscription.

In writing: on paper, by e-mail or by another electronic message that can be stored. A signature may be electronic.

3 Order of the documents

3.1 These terms rank below the other documents of the Agreement. If a provision of these terms conflicts with the Order Form, the Statement of Work, the Subscription Agreement, a Schedule, the Data Processing Agreement or the DORA Addendum, the provision of that document prevails.

3.2 Where one of those documents deals with a subject, these terms apply to that subject only as far as the document leaves it open.

3.3 The Subscription Agreement sets the order among the other documents. Without a Subscription Agreement the order is: the DORA Addendum, the Data Processing Agreement, the Order Form or Statement of Work, the Schedules.

3.4 Where the parties have not signed their own version of a Schedule, of the Data Processing Agreement or, for a financial entity, of the DORA Addendum, the standard version of Comply24 that is in force on the Start Date applies. Comply24 sends it with the Order Form.

3.5 A deviation from these terms is valid only if the parties have agreed it in writing. It applies to the Agreement for which it was agreed.

3.6 The Agreement replaces earlier proposals, correspondence and arrangements on the same subject.

3.7 These terms are drawn up in English. If Comply24 provides a translation, the English text prevails.

4 Proposals and conclusion of the Agreement

4.1 A proposal of Comply24 is valid for the period stated in it and otherwise for 30 days. Comply24 may withdraw a proposal until the Customer has accepted it.

4.2 Comply24 bases a proposal on the information that the Customer has given, such as the number of Accounts, the entities, the scope and the documents. If that information proves to be incorrect or incomplete, the parties adjust the price and the planning under article 19.

4.3 The Agreement is concluded when both parties have signed the Order Form or the Statement of Work, or when Comply24 has confirmed an order of the Customer in writing.

4.4 A purchase order of the Customer is an administrative reference. Terms that are stated on it or attached to it do not apply.

Part B. The Platform

5 Right to use the Platform

5.1 During the Subscription Term the Customer may have its Users use the Modules named in the Order Form, for its own operations. This right is not exclusive and cannot be transferred.

5.2 The right covers the legal entities named in the Order Form. Other group companies may use the Platform after they have been added to the Order Form.

5.3 The Order Form names the tier of the subscription. The tier sets the number of Accounts. The Schedule that describes the Modules sets out which Accounts count.

5.4 People who work for the Customer, such as employees, contractors, auditors and advisers, may be Users. The Customer is responsible for their use of the Platform.

5.5 Comply24 provides the Platform as an online service. The Customer does not receive a copy of the software or its source code, unless the Order Form provides for escrow under article 24.6.

5.6 The Customer does not:

(a) make the Platform available to third parties or use it to provide services to third parties;

(b) copy, change or decompile the Platform, except where mandatory law allows this;

(c) circumvent technical limits or security measures of the Platform;

(d) extract Content from the Platform by automated means, other than through the export and interface functions that the Platform offers;

(e) test the capacity or the security of the Platform without a written arrangement with Comply24;

(f) use the Platform to develop a competing product or service.

5.7 The Customer may use Content in the Platform and in its exports for its own compliance, risk and control work. It may share Content for that purpose with its auditors, advisers and supervisors. It does not publish Content or supply it to other third parties.

6 Accounts and Users

6.1 Every User has a personal Account. An Account is not shared. An action in the Platform is performed under the Account of the User who performs it.

6.2 The Customer appoints one or more administrators. They assign Accounts and roles, keep them up to date and withdraw the Account of a User who leaves or changes function.

6.3 Users log in with the authentication methods that the Platform offers, as described in the Security Schedule. The Customer keeps login details and other means of access secret and reports loss or suspected misuse to Comply24 immediately.

6.4 Comply24 may block an Account or a connection temporarily if this is needed to stop a security risk or unlawful use. It informs the Customer immediately and lifts the block as soon as the cause has been removed.

6.5 The Platform records which User took which decision and when. These records serve as evidence between the parties, unless a party shows that they are incorrect.

7 Start of the subscription

7.1 On the Start Date Comply24 makes the Customer's environment in the Platform available, with the first administrator Account.

7.2 Setting up the environment for the Customer is a Service under part C. Examples are loading the Customer's profile of legislation, importing its frameworks and policies, connecting its systems and training its Users. Comply24 performs this work if the Order Form or a Statement of Work says so.

7.3 The subscription Fees are due from the Start Date. A delay in the set-up that Comply24 has not caused does not change this.

7.4 The Customer arranges the equipment, the browser and the internet connection that the Documentation names as requirements.

7.5 The Platform is a standard service and is the same for all customers. An acceptance test applies to Deliverables, under article 18.

8 Service levels, support and maintenance

8.1 The Service Level Schedule sets out the availability of the Platform, the hours of the service desk, the response and restoration times, the service credits, the maintenance windows and the service reports.

8.2 The Customer reports a disruption or a question to the service desk, through the channels named in the Service Level Schedule. Comply24 sets the priority of a report according to that Schedule. The Customer gives the information that Comply24 needs to reproduce and solve the problem.

8.3 Comply24 maintains the Platform during the whole Subscription Term. It repairs defects within the times of the Service Level Schedule and installs new releases for all customers at the same time. It announces a functional release at least ten Business Days in advance and maintenance that interrupts the service at least five Business Days in advance. Urgent security maintenance may take place without that notice.

8.4 Comply24 may change the Platform. A change does not materially reduce the functions of a Module that the Customer has ordered. If Comply24 ends a function without an equivalent replacement and this materially affects the Customer's use, the Customer may terminate the subscription to that Module in writing. Comply24 then refunds the Fees paid in advance for the remaining period.

8.5 A service credit is the compensation for a missed service level. The Customer has no other claim to compensation for the missed level itself. Comply24 deducts a credit from the next invoice. If damage results from the same event, article 36 applies and the credit is deducted from the compensation.

8.6 The Order Form states whether the Customer has ordered premium support and what it includes.

9 Regulatory content

9.1 Comply24 takes the Content from official publications of legislators and supervisors and processes it with care. It updates the Content within the periods of the Service Level Schedule.

9.2 The official publication is leading. If the Customer finds a difference between the Content and the official publication, it reports this to the service desk and Comply24 corrects the Content.

9.3 The Documentation describes which legislation and other instruments the Platform covers. The Customer determines which legislation applies to it and checks that its profile in the Platform matches this.

9.4 The Platform, the Content and the Services support the Customer's compliance work. They are not legal advice. The Customer remains responsible for its compliance with legislation and for the decisions it takes with the Platform.

10 Automated functions and artificial intelligence

10.1 The Platform proposes and a User of the Customer decides. A proposal of an AI Function is marked as a proposal and names the source on which it is based. It obtains the status of validated only after a decision of a User under that User's own Account.

10.2 Comply24 keeps an AI register that describes for each AI Function its purpose, its input and output, the language model, the place of processing and who decides. The Customer receives the register on request. Comply24 announces a change of language model at least 30 days in advance.

10.3 An administrator of the Customer can switch off each AI Function. The Platform then works without the proposals of that function.

10.4 The AI Functions run on language models that Comply24 operates itself, on infrastructure in the European Economic Area. Comply24 does not use Customer Data to train or improve language models and does not retain Customer Data on that infrastructure after processing.

10.5 Comply24 ensures that the AI Functions work as the AI register describes. For the correctness and completeness of a proposal before validation, Comply24 applies the care of a competent and experienced professional supplier. It does not guarantee that a proposal is correct or complete.

10.6 The Customer has proposals reviewed by Users who have the knowledge needed for that review. The Customer is responsible for what it validates or approves and for its use of output that is still marked as a proposal.

10.7 Comply24 is liable for damage caused by output of an AI Function if the damage results from an attributable failure under article 10.5, within the limits of article 36. It is not liable for decisions that the Customer takes on proposals that a User has validated.

10.8 The AI Functions do not take decisions about natural persons. The Customer does not use the Platform for a purpose that Regulation (EU) 2024/1689 prohibits or classifies as high risk.

11 Customer Data

11.1 Customer Data belongs to the Customer. Comply24 uses Customer Data to provide the Platform and the Services and to meet its legal obligations, and for no other purpose.

11.2 The Customer is responsible for the content of Customer Data and for its right to load it into the Platform. This includes documents of third parties, such as standards and frameworks for which the Customer holds a licence.

11.3 The Platform is intended for information about regulation, policies, controls and their evidence. The Customer enters the personal data that the Data Processing Agreement describes and no other personal data.

11.4 Comply24 stores and processes Customer Data in the European Economic Area. The Data Processing Agreement names the locations.

11.5 Comply24 makes back-ups as described in the Security Schedule. The back-ups serve to restore the Platform after a disruption. Restoring a single item that a User has deleted is a Service, if it is technically possible.

11.6 Comply24 may use data about the use of the Platform, such as the number of Users and the share of proposals that Users accept, to maintain and improve the Platform and to report to the Customer. It shares such data with others only in a form that cannot be traced to the Customer or to a person.

12 Hosting and unlawful information

12.1 Comply24 hosts the Platform with the hosting providers named in the Data Processing Agreement. Limits on storage or volumes apply only if the Order Form or the Schedules name them.

12.2 The Customer does not store information in the Platform that is unlawful, that infringes rights of others or that contains malicious code.

12.3 Anyone who believes that the Platform contains unlawful information can report this to Comply24 by e-mail to info@comply24.nl, stating the information, where it is and why it is unlawful. Comply24 assesses a report promptly and asks the Customer to respond where that is possible.

12.4 If the information is evidently unlawful, or if a court or an authority orders it, Comply24 may block access to that information or remove it. It tells the Customer which information is concerned and why, unless the law forbids this. The Customer can object under article 43.3.

12.5 The Customer indemnifies Comply24 against claims of third parties that Customer Data is unlawful or infringes their rights.

13 Trials and pilots

13.1 Comply24 may give the Customer access to the Platform for a free trial, for the period that it confirms in writing. The trial ends at the end of that period without notice. The Customer owes nothing for it.

13.2 A paid pilot is governed by its Statement of Work.

13.3 During a trial or a pilot the service levels are targets and no service credits apply, unless the Statement of Work says otherwise.

13.4 Within 30 days after the end of a trial the Customer can ask for an export of the Customer Data it has entered. After those 30 days Comply24 deletes the environment, unless the Customer has taken a subscription. The rules on switching in article 41 do not apply to a trial.

13.5 For a free trial the total liability of Comply24 is limited to EUR 5,000. Article 36.5 applies.

Part C. Services

14 Performance of Services

14.1 The Statement of Work or the Order Form describes the Services: the scope, the phases, the Deliverables, the planning, the team and the price.

14.2 Comply24 performs the Services with the care and expertise of a competent and experienced professional supplier.

14.3 Comply24 commits to delivering the Deliverables as the Statement of Work describes them. Results that depend on choices, verdicts or actions of the Customer, such as the success criteria of a pilot or the quality of the Customer's own framework, are obligations of effort.

14.4 Comply24 decides which people perform the Services, unless the Statement of Work names key persons. Comply24 replaces a key person only for reasons beyond its control or with the consent of the Customer. It provides a replacement with equivalent expertise within ten Business Days.

14.5 Comply24 works remotely or at the Customer's location, as the Statement of Work says. At the Customer's location its people follow the house rules and security rules that the Customer has given them in advance.

14.6 Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply.

15 Cooperation by the Customer

15.1 The Customer provides in time what Comply24 needs for the Services: decisions, information, documents in

a readable format, access to systems, and the experts and owners named in the Statement of Work. It appoints a project lead who may take decisions on its behalf.

15.2 The Customer decides on questions about scope, thresholds and selections within five Business Days after Comply24 has asked.

15.3 The Customer is responsible for the correctness and completeness of what it provides and for the review and validation by its experts.

15.4 If the Customer does not provide something in time, Comply24 reports in writing what is missing and what the effect is. The dates that depend on it move by the length of the delay. If the people of Comply24 cannot work for more than ten Business Days because of the delay, Comply24 may propose a change under article 19 for the capacity it has reserved.

15.5 The Customer remains responsible for its own systems, for its licences for software of third parties and for the use it makes of the Deliverables.

16 Project organisation

16.1 Each party appoints a project lead. The project leads discuss progress, risks, decisions and acceptance at the frequency agreed in the Statement of Work.

16.2 If the Statement of Work provides for a steering group, it consists of a sponsor of each party and the project leads. A decision of the steering group that changes the scope, the price or the planning takes effect when it has been recorded in a change order under article 19.

16.3 Comply24 reports on the progress, the Deliverables, the hours used, the risks and the changes, at the frequency agreed in the Statement of Work.

16.4 A disagreement goes first to the project leads. If they have not solved it within five Business Days, it goes to the contract owners of both parties, and after a further five Business Days to the directors.

17 Iterative way of working

17.1 The Statement of Work may provide that the parties work in short periods and decide per period what Comply24 takes up. The Customer then appoints a product owner who sets the priorities and assesses the results.

17.2 At the start of a period the parties record the work for that period. At the end Comply24 shows what has been completed. Work that has not been completed returns to the list.

17.3 In this way of working Comply24 commits the agreed capacity and the care of article 14.2. The result at the end of the project depends on the choices made along the way, unless the Statement of Work fixes the scope and the price.

17.4 Changes to the list and to the priorities need no change order as long as they fit within the agreed capacity and budget.

18 Delivery and acceptance

18.1 Comply24 delivers each phase or Deliverable with a delivery note.

18.2 The Customer checks the Deliverable against the acceptance criteria of the Statement of Work and responds in writing within ten Business Days after delivery, unless the Statement of Work sets another period.

18.3 If the Statement of Work contains no criteria, a Deliverable is accepted when it exists in the agreed form, covers the agreed scope and, where the Statement of Work requires this, holds the recorded validations of the Customer's experts.

18.4 Acceptance does not mean that the Customer agrees with the content of a proposal, a finding or a recommendation in the Deliverable.

18.5 If the Customer reports defects, it describes them so that Comply24 can find them. Comply24 repairs the defects within a reasonable period and delivers again. The Customer checks the repaired parts within five Business Days.

18.6 Small defects that do not prevent the use of the Deliverable are no reason to withhold acceptance. Comply24 records them and repairs them within the warranty period.

18.7 If the Customer does not respond within the period, Comply24 sends a reminder. If the Customer has not responded within five Business Days after the reminder, the Deliverable counts as accepted. A Deliverable also counts as accepted when the Customer starts to use it for its operations.

18.8 During three months after acceptance Comply24 repairs defects in a Deliverable free of charge. This does not cover defects caused by changes that others have made, by incorrect information from the Customer or by use contrary to the Documentation.

19 Changes and additional work

19.1 A party that wants to change the scope, the planning or the price of the Services asks for this in writing. Comply24 sends an impact analysis within ten Business Days, with the effect on the scope, the planning and the price.

19.2 A change applies after both parties have signed the change order. Comply24 starts the changed work after that signature.

19.3 Comply24 performs work outside the agreed scope only on the basis of a signed change order and charges it at the agreed rates or at the price in the change order.

19.4 Moving activities within a phase, without effect on the price or the delivery dates, is not a change.

19.5 If an assumption named in the Statement of Work proves to be incorrect, the parties handle the effect as a change.

20 Dates and planning

20.1 Comply24 commits to the delivery dates that the Statement of Work names as such. Other dates are planning dates.

20.2 A date moves if article 15.4 applies, if the parties agree a change or in case of force majeure.

20.3 Comply24 tells the Customer as soon as it expects that it will not meet a date, with the reason and the new date.

20.4 Comply24 is in default after the Customer has given it written notice with a reasonable period of at least ten Business Days to deliver, and that period has passed.

20.5 Penalties apply only where the parties have agreed them expressly.

21 Advice and assessments

21.1 Comply24 bases advice, a review or an assessment on the information that the Customer has provided and on the regulation as published on the date of the advice.

21.2 Comply24 reports in the form agreed in the Statement of Work: in the Platform, in a written report or in a presentation. The Customer can rely on an oral statement after Comply24 has confirmed it in writing.

21.3 The Customer decides whether and how it follows advice. Advice is intended for the Customer. The Customer may share it with its group companies, auditors and supervisors. Others cannot derive rights from it.

21.4 Article 9.4 applies to advice. Comply24 is not a law firm.

21.5 Comply24 updates advice after a change in regulation only if the parties have agreed this.

22 Training

22.1 The Customer registers participants in writing. Comply24 confirms the date, the place or the online form, and the maximum number of participants.

22.2 Until the start of the training the Customer may replace a participant by another person, at no cost.

22.3 The Customer may cancel or move a training free of charge until ten Business Days before the start. After that the Customer owes half of the price. It owes the full price if it cancels in the last two Business Days before the start or if a participant does not attend.

22.4 Comply24 may move a training or replace the trainer for a good reason, such as illness. It then proposes a new date. If that date does not suit the Customer, the Customer may cancel free of charge.

22.5 Training materials are for the participants and for use within the Customer's organisation. A training is recorded only with the consent of Comply24.

22.6 The price is per participant per day or per session, as stated in the Order Form or the rate card.

23 People who work under the Customer's direction

23.1 This article applies if the Statement of Work provides that a person of Comply24 works under the direction and supervision of the Customer.

23.2 Comply24 selects the person with care, on the basis of the profile in the Statement of Work. If the person does not meet the profile, the Customer reports this within ten Business Days after the start and Comply24 provides a replacement.

23.3 The assignment runs for the period in the Statement of Work. Each party can terminate an assignment without an end date in writing with one month's notice. Comply24 replaces a person who is absent for a longer period or who leaves Comply24.

23.4 The person works the usual hours of the Customer, up to eight hours a day and 40 hours a week on Business Days. Work outside those hours takes place after agreement and against the surcharge named in the Statement of Work. Travel time between home and the Customer's location is not charged.

23.5 The Customer gives the instructions for the work and provides a safe workplace, with the same protection as for its own employees. It complies with the legislation on working hours and working conditions. It indemnifies Comply24 against claims of the person for damage suffered during the work, unless Comply24 caused the damage.

23.6 Comply24 remains the employer or the contracting party of the person. It pays the remuneration of the person and the taxes and social security contributions due. It indemnifies the Customer against claims of the tax authorities for these, provided the Customer informs Comply24 of a claim immediately and leaves the handling to Comply24.

23.7 Comply24 is responsible for the careful selection of the person. The Customer is responsible for the results of work done under its direction.

24 Custom work and software outside the Platform

24.1 Custom work is a configuration, connection, report, template or piece of software that Comply24 makes for the Customer under a Statement of Work. The Statement of Work contains the specifications. The Customer is responsible for the correctness and completeness of its requirements.

24.2 Custom work that runs in the Platform becomes part of the Platform. The subscription and its maintenance cover it. Comply24 may offer it to other customers, without Customer Data and without confidential information of the Customer.

24.3 If Comply24 supplies software that runs in the Customer's own environment, such as a connector, the Customer may use it during the Subscription Term for the purpose of the Agreement. Comply24 delivers the software electronically. The Customer installs it according to the Documentation and keeps its environment suitable and secure, unless the Statement of Work says that Comply24 installs it.

24.4 The Customer does not change software of Comply24. Comply24 makes a new version available when it releases one, and the Customer installs it within a reasonable period. Comply24 supports the most recent version.

24.5 Software and services of third parties that are part of what Comply24 supplies, including open source software, are subject to the licence terms of their owners. Comply24 ensures that those terms allow the agreed use and provides them on request.

24.6 Where the Order Form provides for escrow, Comply24 deposits the source code and the build instructions of the Platform with the escrow agent named there. The escrow agreement and the Exit Schedule set out when the material is released and how the Customer may use it.

24.7 Articles 18 and 19 apply to custom work. This article also applies if Comply24 builds a web page or a portal for the Customer. The Customer is then responsible for its content and for the domain name.

25 Equipment

25.1 Comply24 does not supply equipment as part of its normal services. This article applies if the Order Form provides that Comply24 sells, lends, leases or maintains equipment, such as a security key.

25.2 Comply24 delivers equipment that it sells to the address in the Order Form. The risk passes to the Customer on delivery. The ownership passes after the Customer has paid the price in full. Comply24 passes on the warranty of the manufacturer. A test set-up before delivery takes place only if the Order Form provides for it.

25.3 The Customer provides an environment that meets the requirements of the manufacturer, such as power supply, connections and temperature.

25.4 Equipment that Comply24 lends or leases remains its property. The parties inspect it at handover and record its condition. The Customer uses it with care, for the agreed purpose and at the agreed location. It does not change it, does not give it to others to use and does not encumber it. It bears the risk of loss, theft and damage from handover until return.

25.5 Comply24 maintains equipment that it has lent or leased. It maintains other equipment if the Order Form says so, for the fee named there. The Customer reports defects promptly and gives access. Maintenance does not cover defects caused by incorrect use, by external causes, by repairs by others or by normal wear of consumables.

25.6 At the end of the loan or lease the Customer returns the equipment in the condition recorded at handover, apart from normal wear. The parties inspect it together. Comply24 may charge the cost of repair or replacement of what is damaged or missing.

26 Products and services of third parties

26.1 If Comply24 supplies a product or service of a third party under that party's name, the terms of that third party apply to it between the Customer and Comply24. They take the place of the provisions of these terms that deviate from them. Comply24 sends those terms to the Customer before the Agreement is concluded.

26.2 Comply24 passes on to the Customer the warranties that it receives from the third party.

Part D. Fees and payment

27 Fees

27.1 The Order Form, the Statement of Work or the rate card states the Fees. All amounts are in euro and exclude VAT and other government levies.

27.2 The subscription Fee is an amount per Contract Year for the Modules, the tier and the options in the Order Form. It includes maintenance and standard support. If the number of Accounts that count exceeds the tier during a Contract Year, the next tier applies from that moment for the rest of the year, pro rata and with the same discounts.

27.3 Comply24 charges Services on the basis of the hours worked at the agreed rates, or at a fixed price per phase, as the Statement of Work says. A day is eight hours. Half a day is charged at half the day rate.

27.4 An estimate or a budget is not a fixed price. If the Statement of Work names a maximum, Comply24 does not exceed it without a change order. Comply24 warns the Customer in time if it expects that an estimate will be exceeded.

27.5 The rates include travel within the Netherlands. Comply24 charges travel outside the Netherlands and accommodation at cost, after the Customer has approved them in advance.

27.6 Comply24 may adjust the Fees once a year on 1 January, by the annual change in the consumer price index for all households of Statistics Netherlands (CBS) that was most recently published when it gives notice. The first adjustment takes effect no earlier than twelve months after the Start Date. Comply24 announces the adjustment in writing at least 30 days in advance.

27.7 Comply24 may change its prices in other ways only from the start of a renewal period. It announces such a change at least four months before the end of the current period.

27.8 Discounts apply as stated in the Order Form.

28 Invoicing and payment

28.1 Comply24 invoices the subscription Fee for each Contract Year in advance: the first year on the Start Date and each following year before the year begins.

28.2 Comply24 invoices Services at hourly or day rates monthly in arrears, with a statement of the hours worked. It invoices a fixed-price phase after acceptance of that phase, and a training after it has been given.

28.3 Comply24 sends invoices electronically to the address in the Order Form. The Customer gives the references that must be on the invoice, such as a purchase order number, before the invoice date.

28.4 The Customer pays within 30 days after the invoice date.

28.5 If the Customer disputes an invoice, it reports this in writing with reasons within 14 days after the invoice date. It pays the part that it does not dispute on time. The Customer does not set off amounts against invoices of Comply24, other than amounts that Comply24 has acknowledged.

28.6 If the Customer does not pay an undisputed amount on time, it owes the statutory commercial interest from the due date, without a notice of default being needed. If it has not paid 14 days after a reminder, it also owes the collection costs according to the statutory scale.

28.7 If an undisputed amount remains unpaid 30 days after a written reminder that announces a suspension, Comply24 may suspend access to the Platform or the Services until payment. It gives a final notice ten Business Days before the suspension. During a suspension the Customer can still obtain an export of its Customer Data.

29 Reservation of rights and risk

29.1 Comply24 grants rights of use on condition that the Customer pays the Fees due for them.

29.2 Goods that Comply24 delivers remain its property until the Customer has paid for them in full.

29.3 While an undisputed invoice for a Statement of Work is overdue, Comply24 may postpone further deliveries under that Statement of Work. It does not hold back Customer Data.

29.4 The risk of loss, theft or damage of goods, data carriers and means of access passes to the Customer at the moment they come under the control of the Customer or its Users.

Part E. Confidentiality, data and security

30 Confidentiality

30.1 Each party keeps confidential all information of the other party that it knows or should understand to be confidential. Customer Data, the Fees and discounts in the Order Form, and the parts of the Platform and the Documentation that are not public are confidential in any case.

30.2 A party uses confidential information for the performance of the Agreement and for no other purpose. It gives access only to employees, subcontractors and advisers who need it and who are bound by a duty of confidentiality.

30.3 The duty does not apply to information that is public without a breach of the Agreement, that the receiving party already held or developed independently, or that it received lawfully from a third party without a duty of confidentiality.

30.4 A party may disclose confidential information if the law, a court or a supervisor requires it. It informs the other party in advance where the law allows this, and discloses no more than is required.

30.5 The duty of confidentiality continues for five years after the end of the Agreement. For Customer Data and trade secrets it continues as long as the information is confidential.

30.6 Comply24 names the Customer as a customer, or uses its name or logo, only after the Customer has given written consent. The Customer may withdraw that consent.

31 Personal data

31.1 Where Comply24 processes personal data in Customer Data, the Customer is the controller and Comply24 the processor within the meaning of the General Data Protection Regulation. The Data Processing Agreement applies to that processing.

31.2 Comply24 processes these personal data on the documented instructions of the Customer, which include the Agreement, and ensures that the people who work with them are bound by confidentiality.

31.3 The Data Processing Agreement lists the sub-processors and the locations of processing. Comply24 announces a new sub-processor or a new location at least 90 days in advance. The Customer may object in writing, with reasons, within 30 days after the announcement. If the parties find no solution, the Customer may terminate the service concerned from the date of the change.

31.4 Comply24 reports a personal data breach that concerns Customer Data to the Customer without undue delay and within 24 hours after it has established the breach, with the information that the Customer needs for its own notifications.

31.5 Comply24 assists the Customer with requests of data subjects and with data protection impact assessments, as far as the processing by Comply24 is concerned.

31.6 At the end of the Agreement Comply24 returns and deletes the personal data under article 41.

31.7 The Customer ensures that it may lawfully have the personal data processed by Comply24.

31.8 For its own administration, such as the contact details of the Customer's contacts, Comply24 is the controller. Its privacy statement on comply24.nl applies.

32 Security

32.1 Comply24 takes the technical and organisational measures described in the Security Schedule to protect the Platform and Customer Data against loss, unauthorised access and unlawful processing.

32.2 Comply24 may adapt the measures to new threats and to new technology. A change does not lower the level of protection.

32.3 The Order Form states which certificates or assurance reports Comply24 holds, or the date on which it will hold them and the assurances that apply until then.

32.4 The Customer is responsible for the security of its own systems and network, for the settings of its identity provider, for the management of its Accounts and roles and for the careful use of means of access by its Users.

32.5 Means of access that Comply24 provides, such as codes, certificates and security keys, are personal and confidential. Comply24 may replace or withdraw them for security reasons.

32.6 Comply24 reports a security incident that affects or may affect Customer Data to the Customer without undue delay and within 24 hours after it has established the incident. It informs the Customer about the cause, the effects and the measures taken.

32.7 The Customer reports a weakness or an incident that it discovers in the Platform to security@comply24.nl without delay.

33 Compliance, audit and supervisors

33.1 Each party complies with the legislation that applies to it. For Comply24 this is the legislation that applies to it as supplier of the Platform and the Services.

33.2 The Customer assesses whether the Platform and the Services meet the requirements of its sector and its supervisors. Requirements that apply to the Customer bind Comply24 as far as they are laid down in the Agreement.

33.3 If the Customer is a financial entity within the meaning of Regulation (EU) 2022/2554, the DORA Addendum forms part of the Agreement. The Customer informs Comply24 how it has classified the service and of a change in that classification.

33.4 If a change in legislation or an instruction of a supervisor requires a change of the Platform or of the Agreement, the parties consult. Comply24 makes changes that all customers need as part of the subscription. A change that only the Customer needs follows article 19.

33.5 The Customer may audit the compliance of Comply24 with the Agreement once per Contract Year, itself or through an independent auditor who is bound by confidentiality and is not a competitor of Comply24. The Customer announces the audit at least ten Business Days in advance. The first two person-days that Comply24 spends on audits in a Contract Year are free of charge. After that the agreed rates apply.

33.6 An audit does not give access to data of other customers. The Customer shares the findings with Comply24. Comply24 responds to them with a plan within a reasonable period.

33.7 The notice period and the limits of article 33.5 do not apply to an examination by a supervisor of the Customer or to an audit after a serious security incident that has affected Customer Data. Comply24 cooperates with the supervisors of the Customer as the law requires, at no charge.

33.8 If an authority asks Comply24 for Customer Data, Comply24 refers the authority to the Customer where it can. It informs the Customer immediately, unless the law forbids this, and provides no more than the law requires.

Part F. Rights, warranties and liability

34 Intellectual property

34.1 The intellectual property rights in the Platform, the Content, the Documentation, the training materials and the methods and templates of Comply24 belong to Comply24 or its licensors. The Agreement does not transfer them.

34.2 Customer Data and the materials that the Customer supplies remain the Customer's. The Customer gives Comply24 the right to use them as far as this is needed to perform the Agreement.

34.3 The Customer may use, copy and adapt a Deliverable for its own operations, without limit in time. Information in a Deliverable that is specific to the Customer is Customer Data. Article 5.7 applies to Content in a Deliverable.

34.4 After the end of the Agreement the Customer may continue to use its exports, including the Content they contain, for its own compliance, risk and control work.

34.5 If the Customer gives suggestions for the Platform, Comply24 may use them freely.

34.6 Comply24 indemnifies the Customer against claims of third parties that the Platform or a Deliverable infringes an intellectual property right that applies in the European Economic Area. The conditions are that the Customer informs Comply24 of the claim immediately, leaves the defence and any settlement to Comply24 and gives the cooperation that Comply24 needs.

34.7 If an infringement is established or likely, Comply24 obtains the right for the Customer to continue the use, or changes or replaces the infringing part so that the infringement ends without a material loss of functions. If neither is reasonably possible, each party may terminate the part of the Agreement concerned and Comply24 refunds the Fees paid in advance for the remaining period.

34.8 The indemnity does not cover a claim that results from Customer Data, from materials or specifications of the Customer, from a change that Comply24 did not make or from use contrary to the Agreement. The Customer indemnifies Comply24 against claims of third parties that result from these.

34.9 The Customer does not remove notices of rights from the Platform, the Documentation or Deliverables.

35 Warranties

35.1 Comply24 ensures that the Platform works in material respects as the Documentation describes. A defect is a deviation from the Documentation that can be reproduced. Comply24 repairs defects under article 8.3.

35.2 Comply24 does not promise that the Platform works without interruption or without defects, or that it fits every purpose of the Customer.

35.3 Comply24 has the rights that it needs to provide the Platform and the Services.

35.4 Comply24 uses current protection against malicious code in the Platform and in the software that it supplies.

35.5 The warranties do not cover defects caused by the Customer's systems or connections, by use contrary to the Documentation, by changes that Comply24 did not make or by products of third parties that Comply24 has not supplied.

35.6 Article 18.8 contains the warranty for Deliverables and article 25.2 the warranty for equipment.

36 Liability

36.1 The total liability of Comply24 under the Agreement, on any legal ground, is limited per Contract Year to the Fees, excluding VAT, that the Customer owes under the Agreement for that Contract Year.

36.2 A higher limit applies to damage that results from a breach by Comply24 of its obligations on security, personal data or confidentiality, and to the indemnity of article 34.6. This limit is twice the Fees for the Contract Year, with a minimum of EUR 250,000. Amounts paid under article 36.1 count towards this higher limit.

36.3 Within these limits Comply24 compensates:

(a) the reasonable costs to establish the cause and the extent of the damage;

(b) the reasonable costs to restore Customer Data that has been lost or damaged;

(c) the reasonable costs of a temporary replacement service;

(d) the reasonable costs of notifications that the Customer must make by law because of the event;

(e) fines of supervisors, as far as a failure of Comply24 caused them and the law allows them to be recovered.

36.4 Comply24 is not liable for other damage, such as consequential damage, lost profit, lost revenue, missed savings, loss of goodwill and damage of customers of the Customer.

36.5 The limits of this article do not apply to damage caused by intent or wilful recklessness of Comply24, to

damage from death or personal injury, or to liability that the law does not allow to be limited.

36.6 Liability arises only after the Customer has given Comply24 written notice of default with a reasonable period to remedy the failure, and Comply24 still fails after that period. No notice is needed if remedy is permanently impossible.

36.7 The Customer reports damage in writing as soon as possible after it has discovered it. A claim for compensation lapses 24 months after the damage arose.

36.8 Article 10.7 applies to output of AI Functions, article 8.5 to service credits and article 13.5 to free trials.

36.9 The people and the subcontractors that Comply24 uses for the Agreement can also rely on this article.

37 Insurance

37.1 During the Agreement Comply24 maintains insurance for business liability, professional liability and cyber risks. The Order Form names the policies and the insured amounts.

37.2 On request Comply24 provides certificates of insurance before the Start Date and after each renewal of the subscription.

38 Force majeure

38.1 A party is not liable for a failure caused by a circumstance beyond its reasonable control that it could not reasonably have foreseen or prevented. Examples are measures of authorities, war, a large-scale failure of electricity or internet connections, and a failure of a supplier that is itself caused by such a circumstance.

38.2 A failure of a supplier of Comply24 counts as force majeure only if Comply24 has taken the continuity measures of the Security Schedule. Lack of funds is not force majeure.

38.3 The party that invokes force majeure informs the other party immediately and limits the effects.

38.4 If the force majeure lasts longer than 60 days, each party may terminate the affected part of the Agreement in writing. The Customer pays for what has been performed. Comply24 refunds the Fees paid in advance for the period after the termination.

Part G. Term, end and final provisions

39 Term and renewal

39.1 The subscription runs for the Subscription Term in the Order Form. If the Order Form names no term, the term is 24 months from the Start Date.

39.2 The subscription is renewed each time by twelve months, unless a party gives written notice at least three months before the end of the current period.

39.3 A party cannot terminate the subscription early, except in the cases named in the Agreement or in mandatory law. Article 7:408 paragraph 1 of the Dutch Civil Code does not apply.

39.4 A Statement of Work runs until the Services have been completed. The Customer may end a Statement of Work early in writing with one month's notice. It then pays for the work performed up to the end date, including a proportionate part of a fixed-price phase in progress, and for the costs that Comply24 has incurred and cannot reasonably avoid.

39.5 Each party can terminate Services without an end date in writing with three months' notice.

40 Termination

40.1 A party may terminate the Agreement in writing, in whole or in part, if the other party fails materially to perform an obligation and has not remedied this within 30 days after a written notice of default. If remedy is impossible, the termination may take effect immediately.

40.2 A party may terminate the Agreement in writing with immediate effect if the other party is declared bankrupt, is granted a suspension of payments, is wound up or ends its business other than through a merger or a reorganisation.

40.3 The Subscription Agreement and the DORA Addendum may give the Customer further rights to terminate.

40.4 Termination does not undo what the parties have already performed and paid for, unless the Customer shows that Comply24 is in default for that part. Amounts that Comply24 has invoiced for what it has performed remain due.

40.5 If the Customer terminates under article 40.1, Comply24 refunds the Fees paid in advance for the period after the termination.

40.6 Provisions that by their nature are meant to continue remain in force after the end of the Agreement. These include the provisions on confidentiality, intellectual property, liability, the export and deletion of Customer Data and disputes.

41 Export, switching and deletion of Customer Data

41.1 The Customer can obtain an export of its Customer Data at any time during the Subscription Term. The export is in a structured, commonly used and machine-readable format and contains the documents, the records with their relations and versions, the configuration and the audit log. Where the Platform offers no export function for part of the data, Comply24 delivers that part within ten Business Days after the request.

41.2 The Exit Schedule and the Documentation list the data that can be exported and describe the formats and data structures. The export does not include the software of the Platform or Content that the Customer has not used in its own records.

41.3 The Customer may notify Comply24 at any time that it wants to switch to another supplier or to its own infrastructure, or that it wants to end the service and have its Customer Data deleted. The notice period is two months at most. The transition period of 30 days starts when the notice period ends. In that period Comply24 assists the Customer and the supplier that the Customer names, keeps the service and the security at the agreed level and informs the Customer of the risks to continuity that it knows of. The subscription ends when the switch has been completed. If the Customer only wants its Customer Data deleted, it ends at the end of the notice period. Comply24 confirms the end in writing.

41.4 If Comply24 cannot complete the transition within 30 days for technical reasons, it informs the Customer within 14 working days after the notification, with reasons, and names a longer period of seven months at most. The Customer may extend the transition period once by a period that suits it better.

41.5 At the request of the Customer Comply24 continues the service after the end of the Agreement for a transition period of up to twelve months, on the terms of the Agreement and for the Fees pro rata.

41.6 After the end of the Agreement or of the transition period Comply24 delivers a full export within ten Business Days. The export can be downloaded for 30 days.

41.7 Comply24 deletes the Customer Data within 30 days after the Customer has confirmed that it has received the export, and otherwise within 30 days after the download period. Back-ups expire at the latest 65 days after the deletion. Comply24 confirms the deletion in writing. It keeps only what the law requires it to keep.

41.8 From 12 January 2027 Comply24 does not charge for the export and for the assistance that the law requires for switching. Until that date it may charge the costs that it incurs directly for the switch, and no more. The same applies if the Customer uses the Platform together with a service of another supplier and needs its data for that. Work that the Customer orders beyond this, such as converting data to the format of another supplier, is a Service at the agreed rates.

41.9 If the subscription ends under article 41.3 before the end of the current subscription period, the Fees for that period remain due.

41.10 Where the Order Form provides for it, Comply24 draws up an exit plan for the Customer within three months after the Start Date and performs a test export, which it repeats each year.

41.11 If the Customer asks Comply24 to share Customer Data with a third party, an authorised contact of the Customer makes the request in writing. Comply24 verifies the request and provides the data through an export or an interface that the Platform offers. The Platform is not a connected product or a related service within the meaning of Regulation (EU) 2023/2854. If Comply24 supplies one, it makes the data from its use available to the Customer as that regulation requires.

42 Subcontractors, staff and transfer

42.1 Comply24 may use subcontractors. It remains responsible for their work as for its own. People who obtain access to Customer Data work under the direction and the security policies of Comply24 and are bound by confidentiality.

42.2 The Data Processing Agreement or the DORA Addendum lists the subcontractors that process Customer Data or support the Platform. Article 31.3 applies to a change.

42.3 During the Agreement and for twelve months after its end a party does not employ or engage people of the other party who were involved in the performance of the Agreement, without the written consent of that party.

42.4 A party transfers the Agreement, or rights and obligations under it, only with the written consent of the other party, which is not withheld without good reason. Comply24 may transfer its claims for payment without consent.

43 Notices and complaints

43.1 The parties send notices under the Agreement in writing to the contacts named in the Order Form. A notice of default, a termination and a claim addressed to Comply24 are also sent to legal@comply24.nl.

43.2 A party informs the other party of a change in its contacts or address.

43.3 The Customer can submit a complaint about Comply24 by post or by e-mail to complaints@comply24.nl. Comply24 confirms receipt within five Business Days and responds on the substance within four weeks. A complaint about a decision under article 12.4 is assessed by a person who was not involved in that decision.

44 Changes to these terms

44.1 Comply24 may change these terms. A new version applies to Agreements that are concluded after its publication.

44.2 For a running Agreement the version in force when the Agreement was concluded applies. A new version applies from the next renewal of the subscription, if Comply24 has sent it to the Customer at least four months before the end of the current period.

44.3 A change that the law requires may apply earlier. Comply24 announces it at least 30 days in advance, or as early as the law allows.

45 Applicable law and disputes

45.1 Dutch law applies to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

45.2 Before a party goes to court, it follows the escalation of article 16.4, unless the matter needs a provisional measure without delay.

45.3 Disputes are submitted to the competent court in Amsterdam.