

Introduction

Thank you for your interest in hello energy and our Terms & Conditions. As the Terms & Conditions contain many legal terms, we hope to provide you with some insight with a brief overview of Q&A's. We have drawn up our Terms & Conditions with great care and to fairly reflect the interest of all stakeholders.

Q: What is hello energy?

A: hello energy is an online application that enables users of buildings to visualise their energy consumption and use it in a smart way in order to be more sustainable. hello energy is a Software as a Service (SaaS) in the form of a 'one-to-many' service. Clients have remote access to the application which is located on servers managed by hello energy. All clients use the same version of the application, the same infrastructure and the same security configurations. hello energy does not provide custom products. Clients can choose to select certain elements or functionalities.

Q: What do we do with the data?

A: hello energy collects data on energy and sustainability from meters in the building or from your organisation. We use this data to provide an optimal product and store the data as long as you ask us to supply services. For more information, see www.hello-energy.com/privacy-statement.

Q: How do we obtain data from energy suppliers and providers?

A: hello energy visualises energy, water and sensor data. All data is explicitly provided to be used by our clients in the application.

The data is provided by main meters, via a metering company or the grid operator, or by submeters via building management systems, gateways, GMS routers or sensors (Internet of Things) via various protocols.

Q: Packages and products

A: hello energy provides an online application in the form of various memberships. We supply several packages in which hello energy is combined with other products and services. Products and services are available in packages or individually. Check our website for our current range (hello-energy.com).

Q: Which extra services do we offer?

A: hello energy provides a range of extra products and services in collaboration with various partners in order to provide clients with a total package. These products and services include narrowcasting (the supply and installation of screens with media player and content management system), submetering (the placement and reading of submeters), sensors (the placement and reading of sensors for aspects such as indoor climate), API links (to and from various data sources) and energy purchasing (via a tender process).

Q: Can you perform an acceptance test?

A: As we provide the applications to all our clients based on the same software code, existing clients have already proven the proper functioning of the application. Acceptance tests are therefore unnecessary and not provided.

Q: Do we provide unlimited liability?

A: We understand that our clients require maximum certainty regarding the availability of the service, the protection of their personal data and the possible consequences in case of unexpected damages. Our primary approach to relieve these concerns is to provide back-up and recovery facilities. The application and all company data are stored on servers managed by hello energy and hosted in secure, advanced data centres with fully redundant back-up systems in the European Economic Area (EEA). In addition to these technical measures, we have developed a liability scheme with a high degree of protection and have top-notch insurance for our company. Should the insurance company refrain from payment because of any fault of our own, we will remunerate your damages to an amount of €5,000. This should cover all damages and costs in almost every situation (excluding consequential damages).

Q: Does hello energy provide an SLA?

A: The standard services of hello energy are provided in accordance with these general delivery conditions. For larger clients, where multiple stakeholders in a building are involved (e.g., developer, manager and tenant), hello energy can draw up a specific Service Level Agreement in consultation, that safeguards the rights and obligations of all those involved.

Q: How is data protected?

A: All data provided to hello energy is treated with the utmost care and in line with the applicable EU and national legislation. hello energy is constantly focused on providing clear documentation that defines the mutual rights and obligations.

Our contract documentation includes a data processing amendment that indicates the specific data processing activities. As the client is legally considered the party responsible for the processing of the personal data of users, it is crucial to study the documentation carefully. For more information, go to: www.hello-energy.com/privacy-statement.

Q: Can memberships be cancelled during the contract term?

A: hello energy memberships can be cancelled per month by sending a letter or email. Services that are subject to a fixed term can only be cancelled at the end of said term.

This Q&A is not part of the agreement and is only provided as information. No rights can be derived from the Q&A overview.

These Terms & Conditions describe the relationship between hello energy and clients and include agreements on the access clients have to the hello energy application and the delivery of services by hello energy. By signing the agreement (in writing, with an electronic signature or click to agree) the undersigned declares to represent the client and commit to the agreement and these Terms & Conditions.

article 1. Definitions

1.1. The terms used in these Terms & Conditions and the Agreement have the following definitions:

Agreement: The (written or electronic) agreement between Parties related to the delivery of Services by hello energy, including (any later) extra orders for Services.

Application: The online application as described in detail above, in the Agreement and/or on the hello energy website, which, among others, gives the Client access to Content, and allows the Client to change settings or supply and/or upload Client Material.

Client: The legal entity on behalf of whom the Agreement with hello energy is entered into.

Client Data: The Data collected, analysed, combined and/or otherwise processed specifically for the Client by hello energy.

Client Material: All information, data, materials and/or works provided by or on behalf of the Client or uploaded via the Application.

Consultancy: Consultancy services and training provided by hello energy including energy-saving advice and advice on the realisation of data links, and the provision of tips on the use of the Application, energy (consumption) and sustainability.

Content: The information and materials, including images, travel information, news and weather data, Client Material and/or Client Data created by hello energy or obtained by hello energy via publicly accessible sources, Data Providers, Partners and/or the Client, which is provided to the Client in the framework of the Services via the Application and/or Hardware or in any other way.

Data: All existing data originating from the Data Providers related to energy (consumption) and sustainability, among others, which is accessible to the Client or made accessible by the actions of hello energy.

Data Providers: Third Parties that have or can provide access to data on issues such as the energy (consumption) and sustainability of the Client, including grid operators, energy providers, metering companies, installers and other technical parties, company building managers, data bank managers such as the cadastre (basic registration of addresses and buildings) and code book managers.

Hardware: The hardware supplied by hello energy or its Partners as part of or in relation to the Services, such as screens and accessories.

hello energy: The private company with limited liability called Hello Energy B.V., registered in the trade register of the Chamber of Commerce under number 64546292 and with its office at Marten Meesweg 8-10, 3068 AV Rotterdam.

IP Rights: All rights related to intellectual property and related rights, anywhere in the world, including copyright, trade name rights, brand rights, model rights, databank rights, rights to knowhow and other intellectual & industrial property rights, and any similar rights.

Partner(s): Third parties employed by hello energy in prevalent cases that provide services and/or products such as Hardware as part of or related to the Services.

Partner Conditions: The (general) (delivery) conditions that apply to the services and/or products of Partners.

Party/Parties: hello energy and/or the Client (where applicable).

Requirements: Some minimal requirements for the system, software and/or network connection of the Client established by hello energy and communicated to the Client for the proper usage of the Application.

Services: The entirety of Services provided to the Client by hello energy as described in detail in the Agreement and/or on the hello energy website.

Terms & Conditions: These general delivery conditions, which are an integral and inherent part of the Agreement.

User: An employee of the Client who has been authorised by the Client to use and/or manage the Application.

1.2 When terms such as 'including', 'such as', 'among others', 'like' or similar terms are used, other things are explicitly not excluded.

article 2. Tender and Agreement

2.1 These Terms & Conditions apply to all agreements in which hello energy supplies goods and/or services of whatever nature, including the Services to the Client and all tenders, offers and invitations to make an offer from hello energy. The applicability of some (general) (purchasing) conditions of the Client is hereby explicitly rejected, whether or not they are referred to in (later) communication between Parties. Insofar as any other conditions besides these Terms & Conditions apply, the latter will always have precedence in case of incompatibilities.

2.2 Where these Terms & Conditions apply to a legal relationship between Parties, they automatically apply to all later legal relationships between Parties.

2.3 hello energy is authorised to change the Terms & Conditions unilaterally. If possible, hello energy will inform the Client about the proposed changes two (2) months before the implementation of the changes. If the Client does not agree with the proposed changes, the Client has the right, by way of derogation from the conditions in Article 7.2, to terminate the Agreement as of the date on which the changes will be implemented. If the Client does not terminate the Agreement within fifteen (15) days of being informed by hello energy, the Client is considered to agree with the changes and the new Terms & Conditions will automatically apply to the Agreement upon implementation.

2.4 All tenders or quotes related to the Services are non-binding and revocable. All tenders from hello energy have a validity of one month from the tender date unless the tender explicitly states otherwise.

2.5 The Agreement is implemented from the moment hello energy receives from the Client a signed, valid tender related to Services to be delivered or – if the Client requests Services via the hello energy website – from the moment hello energy receives and confirms this online request.

2.6 Derogations from these Terms & Conditions can only be realised between

Parties in writing and only apply to that specific Agreement unless Parties explicitly agree otherwise.

article 3. Services

3.1 hello energy will deliver the Services as agreed in the Agreement. These Services can include providing insight into Client Data via Data, delivering Content via Hardware and/or the Application or in any other way, and related services. The delivery of the Services is considered a best-effort obligation unless and insofar as hello energy has explicitly promised results to the Client and the result was described with sufficient specificity.

3.2 hello energy reserves the right to use Partners for the delivery of Services. Products or services delivered to the Client of Partners by Partners may be subject to Partner Conditions, which will then be provided to the Client by hello energy or the Partner. If the Client wishes to use the products or services of the Partner, they must agree and strictly comply with the Partner Conditions. hello energy has no influence on the contents of the Partner Conditions. If the Client objects to the Partner Conditions, they must inform hello energy of this immediately after receiving them.

3.3 hello energy has no influence on the quality, safety or legality of (the offer of) products or services of Partners, insofar as they are delivered directly by the Partner, or the correct functioning of the products or services of the Partners, and is not liable for them.

3.4 hello energy reserves the right to change its products or Services without being obliged to pay compensation for functionalities no longer being available.

3.5 While all (delivery) terms for the Services are determined by hello energy to the best of its knowledge and upheld as much as possible, they are never considered deadlines. hello energy will consult with the Client as soon as hello energy is aware of circumstances that may impede timely delivery. The Client is never entitled to compensation due to late delivery.

3.6 Any Consultancy provided by hello energy is supplied based on the rates agreed in the Agreement or, if no agreement regarding the rates was made, the then-applicable rates of hello energy. Consultancy is only carried out on the usual hello energy working days and hours. The Client's use of the results of hello energy's Consultancy is always at the Client's own risk and without liability for hello energy. Consultancy is based on the information and data known to

hello energy. If this was provided by the Client, the Client is responsible for it being correct, complete and current. The burden of proof that Consultancy did not comply with what was agreed upon or reasonably expected of hello energy lies entirely with the Client. The Client does not have the right to in any way share the work methods, approach and techniques of hello energy and/or the contents of its advice with third parties.

article 4. Application conditions of use

4.1 hello energy provides the Client with a non-exclusive right to use the Application from the starting date of the Agreement and the duration of the Agreement in accordance with the provisions and stipulations of the Agreement and the Terms & Conditions.

4.2 The provision of the Application by hello energy and the related user rights do not extend to the source code of the programming that lies at the basis of the Application. Parties do not consider the Agreement to be a purchasing agreement.

4.3 hello energy has the right to update or upgrade the Application as it sees fit. Where possible, hello energy will inform the Client of the processing of updates, upgrades and/or changes to the Application in due time, insofar as hello energy believes it will have considerable effect on the use of the Application.

4.4 The Client may only provide the provided login details for the Application to Users who should be obliged to keep these details confidential and not supply them to third parties. The Client is responsible and liable for all authorised and unauthorised use of the Application that occurs via the login details of Users and indemnifies hello energy for any resulting damages.

4.5 The Client will not (re)sell, rent or dispose of the Application and Services, grant any related rights or make them available to third parties in any way for whatever purpose or under any title.

4.6 The Client and Users are not allowed to use the Application in violation of legal stipulations, the Agreement and/or the Terms & Conditions, or act in a way which can be assumed to afflict damage to or infringe the rights of hello energy or third parties.

4.7 hello energy reserves the right to postpone, limit or terminate access to the

Application if the Client or Users violate the provisions of these Terms & Conditions or the Agreement according to hello energy. If reasonably possible, hello energy will inform the Client of any postponement, limitation or termination in advance.

article 5. Hardware (supplied by hello energy)

This Article applies wherever hello energy supplies Hardware to the client under this agreement.

5.1 hello energy will ensure that the Hardware is installed and activated by a skilled engineer.

5.2 The Client is not authorised to install programs on the Hardware without explicit written permission from hello energy.

5.3 hello energy will take the utmost care to repair any material and manufacturing issues in the Hardware and/or other supplied items free of charge and within a reasonable term whenever they are reported in detail within a period of 12 months after being supplied, or a period otherwise agreed upon in writing by both Parties. The aforementioned warranty and warranty period also apply to failures in the Hardware not caused by material or manufacturing issues. These failures include the Hardware not (fully or continuously) complying with the specifications as explicitly provided by hello energy in writing. It is only considered a failure if the Client can prove and reproduce its occurrence.

5.4 When hello energy feels that the repair of issues or failures is not reasonably possible, would take too long or is disproportionately costly, it retains the right to replace the Hardware and/or other supplied items free of charge with similar but not necessarily identical equipment and/or items. Any data conversion required due to the replacement does not fall under the warranty. Any replacement parts will become the property of hello energy.

5.5 The Client will grant hello energy the time required for the repairs, including temporarily ceasing to use the Hardware. The Client must grant employees or third parties appointed by hello energy access to the Hardware location, provide the necessary cooperation and make the Hardware available to hello energy when required. In these cases, hello energy is not compelled to provide replacement equipment. The Client bears the risk of loss, theft or damage of the Hardware during the period that hello energy is working on the repairs and it is the Client's responsibility to be properly insured against these risks.

5.6 If hello energy believes it necessary to test the Hardware connection with other equipment in order to make the required repairs, the Client will make the relevant equipment available to hello energy.

5.7 The warranty and repair activities of hello energy do not include activities related to and nor is hello energy liable for:

5.7.1 Issues or failures resulting from or related to user errors, unprofessional use of the Hardware or exterior causes that do not fall under the sphere of influence of hello energy, such as problems with the internet, data network connections, voltage or power supply, fire & water damage or links to equipment, programs or materials that were not approved by hello energy;

5.7.2. The investigation into or repair of issues resulting from or relating to changes to the Hardware other than by or on behalf of hello energy;

5.7.3. The use of the Hardware in violation with the applicable conditions and any failure on behalf of the Client to have maintenance to the Hardware performed (in due time);

5.7.4. Damage due to non-compliance with the user regulations and/or instructions;

5.7.5. Damage due to the vents of the Hardware not being (sufficiently) opened;

5.7.6. Damage due to intent or gross negligence;

5.7.7. Damage due to the Hardware being opened without permission from hello energy or by an engineer not employed by hello energy;

5.7.8. Damage that could reasonably have been avoided as a result of the placement and installation of the Hardware;

5.7.9. The costs of (the replacement of) consumable items such as batteries, cables and accessories;

5.7.10. The costs of (the replacement of) parts and the repair of issues that were partially or fully caused by attempts to make repairs by others than hello energy;

5.7.11. Modifications to the Hardware;

5.7.12. Replacing, moving, reinstalling the Hardware or activities resulting therefrom.

5.8. If hello energy carries out activities related to that which is determined in Article 5.7 or activities that do not fall under the warranty as indicated in this Article, hello energy may charge any related costs at its usual rate (€75 per hour excl. VAT plus any material costs).

5.9. hello energy is never obliged to repair damaged or lost data as a result of issues, failures, repairs and/or maintenance.

5.10. Based on the Agreement, hello energy has no obligations related to issues and/or other problems that were reported after the warranty period as indicated in this Article.

5.11. There are no other warranties than those described in this Article, unless the legislation (prescriptively) prescribes otherwise.

5.12. hello energy can charge the Client for any costs incurred when hiring an engineer if, in hindsight, the Client had no warranty rights.

5.13. Warranties are non-transferrable.

article 6. Maintenance and upgrades

6.1 hello energy will only perform (preventive) maintenance on the Hardware if both Parties have signed an individual Agreement in this framework. hello energy has the right to employ third parties to do so.

6.2. hello energy retains the right to make improvements and changes to the Hardware and/or the Application, such as (complete) replacement, upgrades or additions (of certain parts or components). The Client must allow hello energy to perform these improvements and changes insofar as it would not result in significant changes to the functionality that would be harmful to the Client. The Client must also provide all reasonable cooperation as described in Article 5.6.

6.3. hello energy has the right to charge an amount of €300 for Hardware improvements every 24 months.

article 7. Term and end of Agreement

7.1 The Agreement begins on the start date provided therein and has an unlimited term unless explicitly stated otherwise. Agreements for a limited term cannot be terminated while the term is ongoing. Agreements for a limited term are automatically converted into an Agreement for an unlimited term after the agreed term has ended and can then be terminated in accordance with Article 7.2.

7.2 Agreements for an unlimited term can always be terminated by each Party in writing (including email) at the end of the calendar month taking into account a notice of one (1) calendar month.

7.3 hello energy has the right to terminate the Agreement immediately and without notice of default if the Client is granted suspension of payment, is declared bankrupt or the Client's company is liquidated or otherwise terminated for reasons other than reconstruction or merging of companies.

7.4 Notwithstanding that stated above, each Party has the right to terminate the Agreement if, after proper written notice of default, the counterparty fails to meet its obligations resulting from the Agreement within a reasonable term of notice being sent. In case of shortcomings on the side of the Client, hello energy has the right to immediately postpone its obligations resulting from the Agreement. hello energy is not liable for any damages resulting from the dissolution or postponement. A dissolution of the Agreement will not result in any 'termination for breach' and, except where determined in these Terms & Conditions, Parties waive their rights regarding dissolution, postponement and annulment.

7.5 When the Agreement is terminated, the Client's right to use the Applications ends immediately and legally, and the Client will stop using the Application. The Client will also no longer have access to the Content of the Application, including Client Material and Client Data.

article 8. Rates, invoices and payments

8.1 When entering into the Agreement, the applicable rates for the Services are included in the Agreement. If they are not provided in the Agreement, the standard rates as provided on the hello energy website apply.

8.2 One-off rates for Services and Consultancy are invoiced 50% in advance and 50% upon delivery, unless agreed otherwise. Monthly rates are invoiced per year in advance.

8.3 If hello energy delivers products and/or services from Partners and/or Hardware, any applicable one-off rates will be fully invoiced in advance.

8.4 Amounts that are invoiced in advance must be paid in full prior to the start of the Services. All other invoices must be paid within 14 days off the invoice date.

8.5 hello energy has the right to charge €15 per month per building to cover costs charged by Data Providers for the retrieval, reading and/or other provision of/access to Data. If the costs charged by Data Providers exceed this amount, hello energy will only charge them to the Client after the Client has given approval. Refraining from giving approval may result in hello energy not being able to retrieve, read or access the relevant Data.

8.6 If hello energy performs activities for or at the request of the Client which are not included in the Agreement, these will be paid for by the Client in accordance with the agreed rates or, if no rates were agreed, the usual hello energy rates. hello energy is not obliged to perform such activities and may demand a separate written agreement to be established first.

8.7 Products and services from Partners that are not part of the Agreement will be provided by those Partners at their own rates and payment conditions. hello energy has no influence on these rates and payment conditions, nor any changes thereof.

8.8 All rates and fees applied by hello energy are provided in euros, excluding VAT and any other government levies or taxes, unless explicitly stated otherwise.

8.9 The Client is responsible for withholding and declaring any government taxes or other levies that apply to the rates invoiced by hello energy, in accordance with the applicable payment provisions and the practices and requests of the (Dutch) tax authorities, and for any fines and interests due to overdue payments or the non-withholding and/or declaration of taxes that apply to those rates.

8.10 hello energy reserves at all times the right to change the rates for its Services. The latest rates are provided on the hello energy website. The Client will be informed of any changes in rates and/or fees at the latest two months in advance.

8.11 If the Client does not meet its payment obligations (on time or in full), the Client is in default without a notice being required. In this case, the Client owes an interest of 1.5% per month or part of the month as of the date when the payment was due, as well as all legal and extrajudicial (collection) costs. The extrajudicial (collection) costs will be determined at a minimum of 15% of the main sum of the claim.

8.12 If Clients do not agree with the sum of the amount due as indicated on the invoice they must inform hello energy within 14 days of receiving the invoice. Failure to do so in time results in a loss of right to contest the invoice. Contesting any invoice does not postpone the payment obligation for other amounts and/or invoices.

8.13 Offsetting any unpaid amounts on behalf of the Client is not allowed.

article 9. Client obligations

9.1 The Client will provide hello energy with all the required information and cooperation for the delivery of Services, including any required authorisations for requesting Data from Data Providers, insight into Data, invoices, agreements and other information from Data Providers, information on equipment, software and network connections, and access to the business premises of the Client. All (changes to) the conditions that may affect the delivery of Services must be passed on to hello energy by the Client immediately in writing.

9.2 The Client is responsible for the provision and correct functioning of equipment, software, network connections and other items required for the delivery of the Services in accordance with the Requirements.

9.3 The Client is responsible for taking all necessary measures to protect its equipment, software and network connections from viruses, unlawful access and use by third parties.

9.4 The Client is responsible and liable for the content and accuracy of the data entered into the Application, for the legality of the use of the Data, and for (the correctness and legality of) the authorisations provided to hello energy. The Client fully indemnifies hello energy in this regard.

9.5 The Client will inform Users of the Terms & Conditions, make sure they comply with them and vouch for their compliance to hello energy.

9.6 With regard to the Hardware, the Client will take all possible measures that can be expected of them to protect it against fire, break-ins, theft, loss, damage or any other circumstance that reduces its value.

9.8 The Client will always use the latest version of the Application.

9.9 The Client will ensure adequate security of its information systems and all data processed therein, including Content and Data.

article 10. Intellectual Property Rights

10.1 All IP Rights related to the (sharing of) Services, including programming, APIs, databases, designs, texts and images are the exclusive property of hello energy or its licence provider(s). Nothing herein can be considered a transfer of those rights. The Client is only given the limited user rights that are explicitly included in the Agreement and these Terms & Conditions. Unless agreed otherwise, the obtained user rights are non-exclusive, non-transferrable and non-sublicensable.

10.2 Except for the IP Rights related to Client Material, all IP Rights related to the data resulting, created and/or collected from the use of the Services, including Client Data, belong to hello energy. Should there be no IP Rights related to said data and/or if the IP Rights cannot belong to hello energy, the Client will not oppose any use of this data by hello energy.

10.3 If IP Rights related to the Services belong to a third party, the Client acknowledges that they must enter into a (license) agreement with said third party themselves and will provide hello energy with authorisation to do so on their behalf.

10.4 Any violation by or on behalf of the Client regarding the IP Rights of hello energy or its license providers and any violation of the licenses provided with the Agreement or the Terms & Conditions gives hello energy the right to dissolve the Agreement immediately and without legal intervention, without affecting hello energy's right to claim damages.

10.5 Client Material is and will remain the property of the Client. The Client provides hello energy the non-exclusive, sublicensable, global and royalty-free irrevocable right to use the Client Material in any way necessary for the delivery of Services and for the promotion and marketing of Services.

10.6 When uploading and/or providing Client Material, the Client guarantees that (i) the Client has the full authorisation to do so, (ii) the Client has obtained all the required rights to do so, (iii) it does not infringe any rights of third parties nor is it illegal in any other way, and (iv) hello energy will not be liable for any third party fees or compensation. The Client fully indemnifies hello energy for all claims by third parties in this framework and any related damages and costs.

article 11. Liability

11.1 The total liability of hello energy as a result of any shortcomings in observing the Agreement, including any indemnification and guarantee obligation, based on the law or any other agreement, is limited to the compensation of direct damages up to the maximum amount that is actually paid out for the damage case in question by hello energy's insurance company. Related events are considered to be a single event.

11.2 hello energy will ensure adequate cover with a reliable insurance company and continue to be insured during the term of this Agreement for its liability under this Agreement. hello energy will provide Client with proof of payment of the insurance premiums upon first request.

11.3 The limitation of the liability as referred to in Article 11.1 does not apply if and insofar as the insurance company will not pay damages for the relevant damage case based on justified grounds that can be attributed to hello energy and are not discounted in the insurance conditions (such as non-payment of insurance premiums) or if hello energy violates Article 11.2, in which case the total liability of hello energy will be limited to a maximum amount of €5,000 (five thousand euros).

11.4 Direct damages exclusively mean the costs required to (a) ensure performance complies with the Agreement; (b) determine the nature and scope of the direct damages; and (c) prevent or limit the direct damages.

11.5 hello energy is never liable for indirect damages. Indirect damages mean damages that are not considered to be direct damages as referred to in Article 11.4 including consequential damage, loss of profit, lost savings, loss of goodwill, damages as a result of business interruptions, damages as a result of claims from buyers, damages related to the use of third-party items, materials or programmes prescribed by the Client, and damages related to the use of suppliers prescribed by the Client. Liability as a result of the mutilation, destruction or loss of data or documents is also excluded. hello energy is not liable for any damages of whatever nature suffered by the Client related to the non-availability, incorrectness or incompleteness of Content and/or the Application.

11.6 hello energy is not liable for any shortcomings or illegal acts by its Partners.

11.7 The exclusions and limitations of liability in this Article do not affect any other exclusions and limitations of liability in the Agreement and these Terms & Conditions.

11.8 The exclusions and limitations as provided in this Article will expire if and insofar as the damages are the result of intent or gross negligence from hello energy.

11.9 Any claim for damages against hello energy will expire after 12 months from when the claim was made.

article 12. Personal Data

12.1 Insofar as hello energy processes personal data with the Services, the Client will be responsible for the processing under the General Data Protection Regulation. The Client will ensure that the personal data can be legally processed by hello energy, that no third party opposes this and that it is not in violation of any legislation or regulation. hello energy will only process personal data for the Client and in accordance with the instructions of the Client, including that determined in data processing amendments between Parties.

12.2 The Client indemnifies hello energy for all claims and sanctions from third parties, the Users and government supervisors related to the data processed in the framework of the Agreement that could be made against hello energy due to a violation of said privacy legislation and/or other laws related to the processing of personal data for which hello energy is not accountable, and will remunerate hello energy for all costs and damages resulting from said claims and/or sanctions. hello energy will provide the Client with the required information and cooperation to fight these claims and sanctions.

article 13. Confidentiality

13.1 Parties will not make any Confidential Information related to the other Party public or use it for any purpose other than that for which it was obtained. Confidential Information in this Article means any information related to a Party of which the other Party should reasonably have known that it is confidential.

13.2 Both Parties will take all reasonable precautions to comply with their confidentiality obligations. None of the stipulations included in this Article limit the receiving Party with regard to information or data if said information and

data: (i) was already legally owned by the receiving Party before being obtained from the Party involved; (ii) was developed independently by the receiving Party without use of information or data from the Party involved; (iii) was generally known or made generally accessible other than by an act or omission from the receiving Party; or (iv) was provided to the receiving party by a third party, without a confidentiality obligation against the Party involved being violated.

13.3 The confidentiality obligations referred to in this Article do not apply insofar as the Confidential Information must be made public based on the law, a court order or a decision from a government institution, under the condition that the receiving Party does everything possible to limit the scope of the publication and will inform the Party involved in advance of said proposed publication if it is not prohibited to do so.

13.4 hello energy has the right to use the name, trade name, brand and logo of the Client in communications to promote its products and services online or offline and communicate that the Client is a user of the products and services of hello energy.

article 14. Other stipulations

- The Agreement and any resulting legal relations are exclusively subject to Dutch law.
- If a dispute should arise between Parties, both Parties will make every reasonable effort to settle the dispute via mediation, which at the very least means that each Party will participate in at least one mediation meeting with an independent MfN registered mediator to be selected by hello energy at the request of the other Party. Only if mediation is unsuccessful will the dispute be put before the court, which in that case will only be the authorised judge from the court of Amsterdam.
- In case of nullity or annulment of one or more stipulations from the Agreement or the Terms of Conditions by the Client, the other stipulations will remain valid. The Parties will meet to replace the nullified or annulled stipulation by a stipulation that is valid or non-nullifiable and that is, as far as possible, in line with the goal and purpose of the nullified or annulled stipulation.
- The Client is not entitled to transfer the rights and obligations from the Agreement to a third party without prior written consent from hello energy. hello energy has the right to link conditions to this consent.

- Electronic communications sent by hello energy are considered to be received on the day sent unless the Client can prove otherwise.
- The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.