

# Horizon Europe Project Application

**HORIZON-MISS-2024-CLIMA-01-  
09**



**Offer Number:** 24-0266k

Prepared for: Jenni Rämälä

Tampere kaupunki

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**Catalyze contact:**

Thomas Rijpma

Business Developer

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## 1. Parties

- a. Catalyze B.V., Joop Geesinkweg 167, 1114 AB Amsterdam, the Netherlands, a consultancy organization (**Catalyze**); and
- b. **Tampere kaupunki Frenckellinaukio 2 B PL 487 33101 Tampere, Finland(Client)**.

References in the offer to the term “Parties” will mean Catalyze and Client together and the term “Party” will mean either of them.

## 2. Offer and Services

2.1 Catalyze will support Client with its proposal submission to the Horizon Europe program within the Horizon Europe HORIZON-MISS-2024-CLIMA-01-09 with the deadline for the submission of 18 September 2024 (**the “Project Proposal”**).The Catalyze services (the "Services") are further detailed in Appendix 1 (Description of 2.2 Services).

This offer confirms the contents of discussions between the Parties and is valid (1) for a period of fourteen (14) days from 15-08-2024.

## 3. Fees and payment

3.1 The fees for the services provided by Catalyze are as follows:

### **Fees for Phases 1 – 3 (Initiation, Application and Consortium Agreement phase)**

Commitment Fee:

- Client is exempt from contributing to the commitment fee.

**Success Fee:**

- Catalyze will be paid a Success Fee calculated as **1,9%** of the total amount of the funding awarded by the funding authority to the project (the “Success Fee”).
- Client will pay to Catalyze its own pro-rata share of the Success Fee (the “Client’s Pro-Rata Share Success Fee”). Client’s Pro-Rata Share Success Fee will be calculated based on the agreed budget for the Client in the Grant Agreement. For the avoidance of doubt, the Client’s Pro-Rata Share Success Fee is not calculated over the co-financing portion of Client in the project budget.
- The Client’s Pro-Rata Share Success Fee is due in full to Catalyze upon the undersigning of the Grant Agreement. Catalyze shall invoice the Success Fee upon undersigning and the payment terms included in the Appendix 2 shall apply.
- The Partners will pay their own pro-rata share of the Success Fee that is based on the agreed budget in the Project Application. To accommodate for this Catalyze will sign separate contracts with all partners participating in this project.

- 3.2 **Implementation phase 4 (optional, not included in this offer):** Catalyze can also be of service after the Project funding has been awarded, during management and implementation of the project, by taking care of project management and administration (see Appendix 1). Fees for these services are not included in this offer.
- 3.3 **Catalyze hourly rate:** If the Project Proposal cannot be submitted on time due to negligence of Client (e.g. a repeated failure by Client to meet internal milestones), or is withdrawn by Client prior to submission, except due to negligence or willful misconduct by Catalyze, Client will pay Catalyze an hourly rate of €185,- ex VAT for the time the Catalyze consultants worked on the Project Proposal.

## 4. Other Commercial Conditions

4.1 **General Terms and Conditions:** Appendix 2 shall apply to the Services Catalyze provides to the Client. In the event of a conflict between Appendix 2 and this offer, this offer shall prevail.

4.2 **Payment Conditions:** The obligation of Client to pay the Success Fee to Catalyze is not dependent on any of the following:

- a. The actual start of the Project;
- b. The payment schedule (instalments) in which the funding is transferred to Client by the funding authority;
- c. Any go/no-go decisions and milestones in the Project, which influence the payment schedule (instalments) of the funding transferred to Client and/or consortium and/or coordinator by the funding authority; and
- d. The actual Project execution. The Project execution responsibility lies with Client and the Project Partners. If the funding is not fully paid to Client or the Project Partners, this will not affect the Success Fee, or the amount thereof, payable to Catalyze

4.3 Catalyze cannot be held responsible and does not accept any liability for any funding that is not paid to Client or the Project partners after signing the grant agreement, for reasons related to negligence and/or willful misconduct of Client. In that case the Success Fee is due in full.

### 4.5 Cancellation or change of participation:

**a. The Commitment Fee** is due in full and non refundable if the client terminates its participation after the start of Catalyze services.

**c. The Success Fee is due in full and non-refundable** if the Client terminates its participation after the Grant Agreement has been signed.

b. If one of more project partners decide to terminate their project participation after the grant is awarded, Catalyze holds no liability whatsoever.

4.6 **Exclusivity:** Catalyze is granted the following exclusivity:

- a. The activities described in this agreement aimed at the submission and obtaining of funding for the project that is part of this offer within the framework of Horizon Europe HORIZON-MISS-2024-CLIMA-01-09, will only be performed through or by Catalyze.
- b. Client has the obligation that in case of resubmission(s) of the project as part of this offer within the framework of Horizon Europe HORIZON-MISS-2024-CLIMA-01-09 is only performed through or by Catalyze. An additional fee might be applicable.

4.7 **Intellectual Property Rights and confidentiality:**

- a. Parties agree that this Agreement does not have the purpose of transferring any Intellectual Property Rights. Each Party is and shall remain the owner of all Intellectual Property Rights (as defined below in the General Terms and Conditions) that it owns or controls as of the effective date of this Agreement or that it develops or acquires thereafter, unless explicitly agreed otherwise between Parties in writing.
- b. All information and materials provided by the Client to Catalyze is and will remain confidential and the sole property of the Client, including all relevant Intellectual Property Rights (the “**Client IP**”). Client shall be free to use and reproduce any and all Client IP freely and regardless of whether it has been included in the (draft) project Proposal by Catalyze.
- c. All templates including but not limited to the proposal template, infosheets, funding calendars, Catalyze presentations, equipment, (electronic) working papers, files, software, data, information and the (draft) Project Proposal (except to the extent it concerns Client IP), used, developed, or provided by Catalyze, its employees, affiliates, or third parties engaged by Catalyze as part of the Services, is and will remain confidential and the sole property of Catalyze, including all relevant Intellectual Property Rights (collectively the “**Catalyze IP**”).
- d. Catalyze will grant the Client a non-transferable, non-sublicenseable, non-exclusive license to use the Catalyze IP for internal use only, in line with the purpose of this Agreement. The Client shall keep the Catalyze IP confidential, and cannot use, reproduce and/or make public the Catalyze IP for any other (external) purposes, whether or not commercial, including obtaining any additional type of funding, without Catalyze’s prior written consent, which approval should not be unreasonably withheld.
- e. If the Client does not seek prior written approval from Catalyze to use the Catalyze IP, the Client will pay Catalyze a standard rate of ten (10)% of the awarded funding, loan, equity or finance resulting from the application in which the (draft) Project Proposal was used, within fourteen (14) days after receipt of the awarded funding.
- f. The Client will grant Catalyze a non-transferable, non-sublicenseable, irrevocable, non-exclusive license, to use the Client IP in order to fulfil the Services, in line with this Agreement, for the term of this Agreement.
- g. Intellectual Property Rights shall have the meaning as defined in article 7 of the General Terms and Conditions (see Appendix 2).

## 5. Signatures

5.1 Catalyze will perform the services described in this offer for Tampere kaupunki. We are looking forward to an enjoyable and successful cooperation. Please return one copy of the undersigned offer via email to **thomas.rijpma@catalyze-group.com**

5.2 By signing this offer by their respective duly authorized officers, Client and Catalyze will be in agreement and have agreed to be bound by the obligations imposed upon them, as of the last date of signature below.

On behalf of **Catalyze B.V.:**

On behalf of Tampere kaupunki:

Signature:

Signature:

Name: Jalal Es-Sbai  
Job Title: Managing Director  
Date:  
Place: Amsterdam

Name: Virpi Ekholm  
Job Title: Kiinteistöjohtaja  
Date: 09 / 05 / 2024  
Place: Tampere

*Appendix 1: Description of Services*

*Appendix 2: General Terms and Conditions*

## Appendix 1: Description of Services

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Catalyze assists Client and the consortium partners in handling the entire proposal submission. Catalyze shall do its best efforts to provide the following services to Client. The services of Catalyze will consist of the following three phases (and an optional fourth):

1. Initiation phase
1. Application phase
1. Grant Agreement phase
1. Implementation phase (optional, not included in this offer)

#### Phase 1: Initiation

Catalyze will advise on consortium formation and project definition.

**Objective:** Assist in setting up a high quality consortium and defining the project objectives to optimally match the call requirements

Kick-off meeting: Organize a kick-off meeting with the coordinator and core consortium members as an introductory meeting to initiate the project application preparations. During the kick-off meeting, Catalyze will discuss with the Client and the core consortium partners the timelines and process of the project application, and the specific action plan in more detail. Catalyze will remain flexible during the overall process to make sure the Client is supported in the most effective and efficient way.

Setting up a high quality project concept and project objectives: In collaboration with the applying consortium, Catalyze will further define the project concept and establish clear objectives, while meeting all demands of the HORIZON Europe call text and requirements. Catalyze will advise on:

- The outline of the overall project strategy in terms of defining objectives and an outline of the work plan (activities) and milestones.
- Positioning of the proposal, keeping in mind current state of the art, the strengths and weaknesses, and the competition.
- The optimal composition of the consortium.
- Defining a strategy for Intellectual Property Rights (IPR) in view of further exploitation of the project results; defining a commercialization and market strategy of the project results, if applicable for the project; Defining the outline of the dissemination strategy.

Other general activities of Catalyze may include:

- Organize and facilitate teleconferences and/or face-to-face meeting to discuss the progress on defining the project, and next steps to take.
- Organize and facilitate teleconferences and/or face-to-face meetings between Client and potential consortium partners.
- Keeping an overview of the timelines towards submission and the overall planning of the required actions.

#### Phase 2: Application

Catalyze will support in the establishment of the consortium and the development of the proposal and all related documents and other requirements for submission of the application

**Objective:** To prepare and submit an excellent project proposal to the EC before the application deadline.



### General proposal writing

The Horizon Europe proposal consists of scientific and non-scientific sections. The Client / consortium will be responsible for preparing a first draft of the scientific sections. Catalyze will provide strategic support, revise and review of the scientific sections, considering the call text requirements. Catalyze will prepare a first draft of the non-scientific sections for which the Client / consortium will be asked to provide targeted input, when necessary. Input will be collected in face-to-face meetings, during teleconferences and in written contributions. The Client / consortium will act as critical reviewer of these sections and is responsible for providing feedback to Catalyze, according to the timelines as agreed to by the Parties.

### Consortium building

Together with Client Catalyze will identify and approach suitable consortium partners to establish high quality (public or private) consortia. Catalyze will support in setting-up teleconferences and/or face-to-face meetings to discuss the collaboration between Client and potential consortium partners. and

### General activities of Catalyze can include:

- Keeping an overview of the timelines towards submission and the overall planning of the required actions.
- Coordinating actions with the consortium partners.
- Provide and distribute templates tailored to the relevant sections of the proposal.
- Organize and facilitate teleconferences and/or face-to-face meeting to discuss the progress on defining the proposal and next steps to take.
- Integrate contributions from the project partners on the project outline, deliver the complete text and a first draft of the proposal.
- Proposal version management: collection and integration of feedback provided by the consortium partners in successive drafts.
- Address and review all evaluation criteria of the EC.
- Deliver a proposal that meets the Horizon Europe call objectives and requirements for submission.
- Submit the final project proposal to the EC using the dedicated online portal.

### Specific proposal sections

Description of the consortium and required administrative information of the participants: As part of the proposal, the strengths and accomplishments of the consortium needs to be described. Catalyze will prepare a first draft of these sections, for which the Client / consortium will be asked to provide targeted input and provide a critical review of the sections according to the timelines as agreed to by both parties.

In addition, Catalyze can:

- Coordinate the administrative part of the application for the project partners.
- Collect the administrative information from all consortium members, including the organisation's PIC code, the partner's team set-up, the partners's track record in relation to publications, awards and infrastructure.
- Monitor compliance of all data.
- Submit the administrative information, together with final project proposal, to the EC using the dedicated online portal.

Approach and methodology: As part of the proposal, a brief but well-balanced and feasible work plan needs to be presented. Client is responsible for delivering the required technical and scientific input on the work plan. The Client / consortium members will have to specify the scientific approach and methods used. In this process, Catalyze will support this Client / consortium with:

- Establish coherent work plan, describing the technical/scientific approach and activities performed in the project.
- Organize and facilitate teleconferences and/or face-to-face meeting to discuss the progress on defining the work plan
- Designing a relevant flow chart to define and illustrate the interaction between work packages.

- Help defining the work plan on items other than the technical/scientific content, namely activities for exploitation/commercialization, dissemination and management activities.

### Phase 3: Grant Agreement

Catalyze advises and coordinates the contract negotiations between by the consortium and the EC, resulting in a signed Grant Agreement

**Objective:** Advise and coordinate the contractual structure agreed by the EC and consortium, resulting in a signed Grant Agreement.

Contract negotiations with the EC: Catalyze will assist the consortium in the Grant Agreement negotiations with the EC. Catalyze will participate in the negotiation meetings to moderate the discussions, when needed, and assist in preparing the presentation strategy and supporting material for the Grant Agreement negotiations. In addition, Catalyze will collect the relevant information from the consortium members for the preparation of the contractual documents with the EC.

As such, the services provided in this offer continue until the Grant Agreement has been formalized and signed by the consortium members.

### Phase 4: Implementation (optional, not included in this offer)

**Objective:** Implement the project and set-up a professional project management structure. Services described below are optional and part of a separate commercial agreement at the request of Client.

Project support: Catalyze can advise the consortium on compliance of the project administration according to the regulations and guidelines of the EC. Catalyze can:

- advise on compliance of the project administration with the regulations and guidelines of the EC.
- assist in communication with the relevant authorities.
- provide updates and information relevant to the project.

Project coordination and monitoring: Catalyze can assist in project coordination and monitoring to ensure the project is performed according to the work plan and contractual obligations of the Grant Agreement. Catalyze can:

- monitor the project planning, milestones and deliverables in line with the Grant Agreement, and propose amendments to the work plan in case of changes in the project planning.
- organize and prepare project meetings.
- monitor the budget spent and the remaining budget of the project partners in line with the overall budget and Grant Agreement.

Progress reports: Catalyze can ensure the timely submission of the progress reports to the EC. Catalyze can:

- monitor the timelines for reporting to the EC.
- timely collect relevant administrative and financial information from the project partners for preparation of progress reports.
- write and submit the progress reports, with the input of Client.

## Appendix 2: General Terms and Conditions

### 1. DEFINITIONS

In these General Terms and Conditions:

- 1.1. **Agreement** any oral or written agreement between Catalyze and the Client, under which Catalyze has agreed to provide Services to the Client.
- 1.2. **Catalyze B.V.** ("Catalyze"), the user of these General Terms and Conditions, with registered office in Amsterdam, listed in the Trade Register under Chamber of Commerce number 70456674.
- 1.3. **Client** the natural or legal person with whom Catalyze has entered into, or intends to enter into an Agreement.
- 1.4. **Party** Catalyze and the Client(s), together the "**Parties**" that have entered into an Agreement.
- 1.5. **Services** all the activities to be performed by Catalyze under the Agreement, which may include :
  - a) consultancy on research financing, grant and funding scans;
  - b) submission of grant applications, applications for specific fiscal programs by governments and government secured loans;
  - c) market studies, market analyses, competitor analyses and the writing of market reports and business plans;
  - d) consultancy in business strategy, business development and financial planning;
  - e) consultancy in IP strategy, the drafting of legal documents and licensing agreements and defining a clear regulatory and reimbursement strategy; and/or
  - f) financial administrative services.

### 2. GENERAL PROVISIONS

- 2.1. These General Terms and Conditions apply to any and all offers made by Catalyze, and any Agreement between Catalyze and the Client, insofar as Parties have not expressly agreed otherwise in writing.
- 2.2. These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the Parties in relation to the subject matter of the Agreement, unless specifically indicated otherwise therein.
- 2.3. By entering into an Agreement on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future Agreements even if this is not expressly stated.

### 3. OFFER AND FORMATION OF THE AGREEMENT

- 3.1. Unless explicitly stated otherwise, offers made by Catalyze are without obligation.
- 3.2. Catalyze prepares the offer based on the information supplied by, or on behalf of the Client. The Client cannot derive any rights from an offer that is based on incorrect or incomplete information supplied by, or on behalf of the Client. Any information with regard to expected results or performance supplied through the offer of Catalyze is indicative and not binding.
- 3.3. The Agreement shall take effect as soon as the Agreement made between the Parties has been signed by the Client and made available to Catalyze.
- 3.4. If, and insofar as Catalyze has not yet received the signed Agreement, then the Agreement will be considered as concluded under these General Terms and Conditions, as soon as Catalyze has started to perform any Services at the Clients request, orally or in writing.

### 4. CLIENT OBLIGATIONS

- 4.1. Client shall timely and appropriately provide Catalyze with any and all information and documents that Catalyze requires for the proper and timely performance of the Services under the Agreement and do so in an appropriate and timely manner. Client shall immediately notify Catalyze of all communications from the funding provider.
- 4.2. Information as required under Section 4.1, may include information on the legal and control structure of the company concerned, any (financial) alliances of that company and other facts and circumstances that may be relevant to the execution of the Agreement and/or required by Catalyze to comply with applicable laws or regulations.
- 4.3. Client guarantees the accuracy, completeness and reliability of the information and documentation provided to Catalyze, even if this information has been obtained from third parties.
- 4.4. Any additional costs and/or damage caused by a delay in the execution of the Agreement as result from the Client's failure to (timely) provide Catalyze with the requested information and documentation will be borne by the Client.

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4.5. Client will bear full responsibility for the demarcation of the scope of the Agreement and for the decisions (partially) based on, or in connection with any of Catalyze's Services including, but not limited to management decisions.

4.6. After project approval by the funding provider, Client is responsible to adhere to the milestones by the funding provider to finalise the Grant agreement. In case the Grant agreement is not signed Catalyze will be paid for the time the Catalyze consultants spent working on the application.

### 5. EXECUTION OF THE AGREEMENT

5.1. Catalyze will carry out all Services with reasonable skill, care and diligence, in accordance with the Agreement, and professional standards.

5.2. Catalyze shall carry out its obligations under the Agreement with due observance of the applicable (inter)national laws and regulations. Catalyze shall not, under any circumstance, be required to commit any act or omission that is in conflict or incompatible with the aforementioned laws and regulations.

5.3. Catalyze will determine the manner in which the Agreement will be executed and by whom, taking into account the Client's wishes insofar possible.

5.4. In the event that Catalyze second its employees and/or the employees of its affiliates, and/or the employees of third parties engaged by Catalyze to the Client for the performance of Services, such secondment will take place under art. 7:400 of the Dutch Civil Code.

### 6. CONFIDENTIALITY

6.1. Catalyze shall keep confidential, and shall not disclose to third parties any information of a confidential nature provided to Catalyze by Client for the purpose of the Agreement ("**Confidential Information**"). Catalyze shall contractually bind its employees, affiliates or third parties engaged by Catalyze, other than referred to in Section 6.3, to terms at least as strict as the terms under this Section 6.

6.2. The foregoing shall not apply to Confidential Information which (i) is or becomes part of the public domain without fault on the part of Catalyze; (ii) was already known by Catalyze, other than under an obligation of confidentiality, at the time of disclosure by the Client; (iii) is lawfully acquired by Catalyze from a third party on a non-confidential basis; or (iv) confidential information that Catalyze is required to disclose pursuant to any law, lawful governmental,

quasi-governmental, judicial order or legal process.

6.3. Client allows Catalyze within the scope of the Agreement to process Confidential Information concerning the Client and/or its employees, affiliates and clients or third parties, and allows Catalyze, under confidentiality, to share the Confidential Information with (i) Catalyze's employees that have a need to know in view of the Services, (ii) Catalyze's insurers or legal or financial advisers and (iii) if required, and only with Client's consent, third parties involved in the execution of the Agreements (collectively hereinafter referred to as "Disclosees"). Catalyze shall contractually bind Disclosees to terms at least as strict as the terms under this Section 6.

6.4. Each Party will process any personal data processed within the scope of the Agreement in accordance with the the General Data Protection and Regulation (GDPR) and/or any applicable (inter)national laws and regulations concerning the protection of personal data.

6.5. Catalyze may disclose the name and logo of the Client and sketch a broad outline of the Services performed to any (potential) clients as an indication of its experience, unless otherwise agreed in the Agreement.

6.6. Client will not disclose any of Catalyze's confidential information or provide third parties with any information concerning the Agreement, the content of reports, opinions, project proposals or any other written or oral statements issued by Catalyze without its prior, written consent, except if required by (inter)national laws or regulations.

6.7. Client will impose its obligations under this Section 6, to any third party engaged by Client.

### 7. INTELLECTUAL PROPERTY

7.1. "**Intellectual Property Rights**" includes all current and future, both registered and unregistered, intellectual property rights, worldwide, including but not limited to all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, rights to drawings, designs and/or know-how, trade secrets, licenses, domain names, rights to source code, object code and accompanying technical documentation, URL's and web addresses, ownership rights and processes, databases, data collections and any rights therein.

### 8. FEES AND EXPENSES

8.1. Client shall pay to Catalyze the fees specified in the Agreement.

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8.2. Fees specified in the Agreement do not include (i) Travel expenses (including parking costs) inside and outside the Netherlands and out-of-pocket expenses (e.g accommodation, meals), (ii) expense claims filed by third parties engaged by Catalyze, (iii) value added tax, (iv) costs related to third party interviews (where applicable and necessary for the Services) and (v) other government levies, unless stated otherwise in the Agreement. Client will reimburse Catalyze for such additional expenses based on expense claims by Catalyze. For travel expenses within the Netherlands a rate of €0,21 per kilometre shall apply.

8.3. If, between the signing of the Agreement and its completion, any parameter relevant to the calculation of the fee will be subject to change, Catalyze will have the right to adjust the fee accordingly.

8.4. Unless otherwise stated in the Agreement, payment will be made, without any deduction, discount or debt settlement, within thirty (30) days of receipt of an invoice submitted for Catalyze Services. Payment shall be into the bank account mentioned in the invoice. Invoices will be sent electronically.

8.5. Client will pay a late fee of one percent (1%) per month or the highest rate allowed under the law, whichever is higher, on any overdue amounts. Client also agrees to pay Catalyze all reasonable costs and expenses of collection, including attorneys' fees.

8.6. If any facts or circumstances give Catalyze good reason to fear that the Client will not fulfil its obligations under the Agreement, or will not fulfil them (or have them fulfilled) in full, the Client shall, immediately at the request of Catalyze provide sound security (in the form of pledge, surety or otherwise) for the payment(s) owed and/or make an advance payment. If the Client fails to provide such a security or advance payment, Catalyze has the right to immediately suspend (further) execution of the Agreement, and all amounts owed by the Client will become immediately due and payable.

8.7. In the event of a jointly commissioned Agreement, all Clients are jointly and separately liable for payment of the full fee charged under the Agreement.

## 9. COMPLAINTS

9.1. Client must notify Catalyze in writing of any complaints relating to the Services performed and/or the invoice amount within forty-five (45) days of the date of dispatch of documents or information in respect of which a complaint is filed.

9.2. Complaints as referred to in Section 9.1 shall not suspend the Client's obligation to pay any fee, or additional costs, due. The Client is not entitled, by virtue of a complaint

by Catalyze to which the complaint does not relate.

9.3. If Client files a legitimate and timely complaint, the Client may choose between an adjustment of the fee charged or have the rejected part of the Services rectified or redone free of charge.

## 10. ADVANCE

10.1. If Catalyze requires an advance payment or requires information or materials to be made available by the Client in order to execute the Agreement, term(s) for the completion of the Services will not take effect until the advance payment has been made in full or until all information or materials have been made available by the Client.

## 11. TERM AND TERMINATION

11.1. Except as otherwise provided in the Agreement, the Agreement shall expire at the moment that all Services have been executed and completed by Catalyze and all payments have been made by Client, unless the Agreement is terminated as provided in Section 11.2 or 11.3.

11.2. Each Party may terminate the Agreement without cause upon one (1) month prior written notice.

11.3. Either Party may forthwith terminate the Agreement upon prior written notice upon:

- i. the breach of any material provision of the Agreement by the other Party if (a) such breach is not curable or (b) if curable, the breaching Party has not cured such breach within thirty (30) day period following receipt of a written notice by the non-breaching Party substantiating such breach ("*ingebrekestelling*"); or
- ii. the filing or institution of bankruptcy, liquidation or receivership proceedings of the other Party or in the event a receiver or custodian is appointed for the other Party's business, or if its business is discontinued.

11.4. If the Client chooses to terminate the Agreement prior to its completion, the Client is obliged to pay the fee for any Services performed by Catalyze until the effective date of termination. In the event that Client chooses to terminate the Agreement prior to its completion pursuant to Section 11.2, the Client shall, furthermore, reimburse Catalyze all (out of pocket and internal) costs that will be reasonably incurred by Catalyze after the effective date of termination of the Agreement pursuant to commitments entered into by

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in respect of a certain part of the Services, to defer or refuse payment for other Services provided

Catalyze prior to the effective date of termination including costs of personnel that Catalyze has allocated to provide the Services that cannot be re-allocated to other projects, provided, however, that Catalyze will use commercially reasonable efforts to mitigate such costs.

11.5. In the event that Catalyze chooses to terminate the Agreement prior to its completion pursuant to Section 11.2, the Client is entitled to assistance in the transfer of the Services to third parties, subject, however, to Section 7.

11.6. The terms of Section 6 of these General Terms and Conditions shall survive five (5) years after termination or expiration of the Agreement. Sections 7, 9, 11.6, 12 and 14 shall survive for an indefinite period of time. In addition, any other provisions which are required to interpret and enforce the Parties' rights and obligations under the Agreement shall also survive any termination or expiration of this Agreement, but only to the extent required for the full observation and performance of the Agreement.

11.7. Catalyze will, at request of the Client, return all information and documentation provided by the Client upon termination or completion of the Agreement, except for one archival copy for reference and proof.

## 12. LIABILITY AND INDEMNIFICATION

12.1. Catalyze will indemnify and hold harmless the Client from and against any and all third party claims and demands for loss, damage, liability or expense (including reasonable attorney's fees) arising out of the gross negligence or willful misconduct of Catalyze in the performance of its obligations under the Agreement unless for and to the extent that such loss or damages are due to gross negligence or willful misconduct on the part of the Client.

12.2. Catalyze shall never be liable for any indirect damage, including lost profits, and damage due to the stagnation of business operations. If liability cannot be excluded, only direct damage will be eligible for reimbursement.

12.3. Save for gross negligence or willful misconduct of Catalyze or its officers, any and all liability of Catalyze (including its indemnification obligation) is limited to an amount equal to once the fee paid by the Client for the specific Services from which the liability arises. In the event of an agreement with a duration longer than twelve (12) months, the liability of Catalyze is limited to the fees paid by the Client for the specific Services from which the liability arises over the twelve (12) months

preceding the damage occurring event. In any event, a claim will be unenforceable and lapse unless Catalyze receives a written notice thereof no later than six (6) months after the discovery of an event or circumstance that gives or may give rise to that claim.

12.4. In the event of a jointly commissioned Agreement, the limitation of liability with respect to the Agreement shall apply to all Clients jointly. Any indemnification paid pursuant to Section 12.1 shall be provided to the Clients jointly, to be allocated according to their wishes.

12.5. Any and all Agreements are accepted and executed exclusively by Catalyze or on its behalf. Any right of indemnification or action by the Client should be brought directly and exclusively to Catalyze.

12.6. Client will indemnify, and hold harmless Catalyze from, and against any and all third party claims and demands for loss, damage, liability or expense (including reasonable attorney's fees) caused by:

- a) any inaccuracy or incompleteness in the information provided by it or on its behalf;
- b) a delay in the delivery of the documentation or personal data provided by it or on its behalf;
- c) any other failure in the performance of the obligations of the Client under the law, these General Terms and Conditions or the Agreement; and
- d) circumstances which cannot be attributed to Catalyze otherwise.

12.7. Except where willful misconduct or gross negligence of Catalyze is concerned, the Client shall indemnify Catalyze against all third party claims on any grounds whatsoever in respect of compensation for damages, costs or interest, directly or indirectly related to the performance of the Agreement.

12.8. Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control. Upon the occurrence of any such event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance. The Party not affected by the force majeure is entitled to terminate the Agreement upon one month written notice.

## 13. MISCELLANEOUS

13.1. Neither Party shall, during the execution of the Agreement and a year thereafter, attempt to entice



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away, conduct negotiations on employment or employ persons who are or were involved in the execution of the Agreement on behalf of the other Party.

13.2. Parties may communicate with each other by electronic mail. Parties recognize the risks associated with electronic mail including, but not limited to, distortion, delays, interception, manipulation and viruses. Parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between the Parties and – irrespective of the form – third parties, including, but not limited to the Dutch tax authorities. The parties shall do or omit all that can reasonably be expected of them to avoid such risks. If a Party should be in doubt as to the content of an electronic message received, the content of the message originating with the sender shall be decisive.

13.3. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provisions hereof. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.

13.4. In case of conflict between these General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.

13.5. Changes to these General Terms and Conditions can only be agreed upon in writing in the Agreement.

13.6. The Client cannot assign the Agreement, or any obligation therein, to a third party without the prior written consent of Catalyze, not to be unreasonably withheld.

## 14. GOVERNING LAW AND JURISDICTION

14.1. These General Terms and Conditions, any and all Agreements and any and all offers made by Catalyze are exclusively governed by the laws of the Netherlands. 14.2. Any disputes arising out or in connection with an Agreement, which cannot be resolved amicably within a reasonable period of time, will be submitted to the competent court in Amsterdam if the Client has its principal place of business within the European Union. In the event of a Client that has its principal place of business outside the European Union such disputes shall be finally settled in accordance with the Arbitration Rules

of the Netherlands Arbitration Institute in Rotterdam, the Netherlands. The seat of arbitration shall be Amsterdam, the Netherlands. The arbitral tribunal shall consist of one arbitrator appointed in accordance with the list procedure. The arbitration shall be conducted in English. The arbitrator shall decide in accordance with the rules of law.

## 15. FINAL PROVISIONS

15.1. These General Terms and Conditions have been filed at the office of the Trade Register of the Chamber of Commerce of Amsterdam, The Netherlands under no. 70456674, June 2022.