

## DFF's Confidentiality Policy

### 1. **Object of Confidentiality**

"**Confidential Information**" within the meaning of this Policy is:

- 1.1 all information of whatever nature (whether stated to be confidential or not) relating to DFF and/or an enterprise that is affiliated with DFF and which, were or will be made available to the Recipient by DFF, by third parties mandated by DFF – whether in oral, written, magnetic, digital or other form – or which the Recipient has obtained or will obtain in the course of any meeting, examinations or the like; and
- 1.2 all reports, analyses, compilations, memoranda, summaries, notes, excerpts or other materials in written, magnetic, digital or other form relating in whole or in part to information within the meaning of Clause 1.1 and which were or will be made available to the Recipient by DFF or by third parties mandated by DFF or which the Recipient has obtained or will obtain in the course of any examinations, assessments or the like.

### 2. **Exceptions**

Confidential Information does not include any information:

- 2.1 that was known to the Recipient prior to disclosure to it if the Recipient gives notice of this to DFF within one month after receipt of such information;
- 2.2 that at the time of disclosure to the Recipient is, or as soon as it becomes after such disclosure, known or available to the public without this being caused by a violation of this Policy by the Recipient;
- 2.3 that the Recipient obtains from third parties provided that this information is not the object of a confidentiality agreement with DFF; or
- 2.4 that has been generally cleared for disclosure to third parties by DFF by written notice to the Recipient.

### 3. **Confidentiality Obligations**

The Recipient shall keep Confidential Information strictly confidential and take all necessary steps to maintain confidentiality. In particular;

- 3.1 the Recipient shall keep Confidential Information strictly confidential and may make it available only to Authorised Persons in accordance with this Policy, in particular to keep all data carriers safe in accordance with technical standards available, always acting as required by a prudent business person;
- 3.2 the Recipient shall restrict any copying of Confidential Information to circumstances where it is absolutely indispensable to carrying out activities or work in relation to which the information has been shared by DFF;

- 3.3 the Recipient may make use of Confidential Information exclusively for the purpose dedicated to the Confidential Information of DFF and not for other purposes, in particular competition purposes;
- 3.4 the Recipient shall take all necessary steps to prevent unauthorised access to Confidential Information;
- 3.5 the Recipient may share Confidential Information only with those representatives, employees and/or advisors of DFF who were designated by DFF for this purpose; and
- 3.6 the Recipient shall immediately inform DFF if it becomes aware or has reason to assume that unauthorised persons have obtained access to Confidential Information.

#### 4. **Authorised Persons**

- 4.1 The Recipient may make available Confidential Information only to the following persons inside and outside its own enterprise (the "**Authorised Persons**") to the extent that these require the Confidential Information to duly fulfil their respective duties:
  - (a) to those statutory representatives, members of corporate bodies and employees of the Recipient and of the shareholders of the Recipient,
  - (b) to the advisors retained by the Recipient provided that these are subject to a professional duty of confidentiality, and
  - (c) to third parties to the extent that the Recipient has been allowed to disclose Confidential Information to them by prior written consent of DFF.
- 4.2 The Recipient may make available Confidential Information to Authorised Persons only to the extent that these persons have undertaken to maintain confidentiality in accordance with this Policy by the conclusion of corresponding agreements to the benefit of DFF. The Recipient shall control the maintenance of confidentiality in accordance with this Policy by the Authorised Persons in an appropriate manner. Any violation of confidentiality by Authorised Persons is attributed to the Recipient as breach of its own duties.
- 4.3 The Recipient shall, upon DFF's request, provide DFF with a list of all Confidential Information received and, as far as applicable, their respective location and to the extent possible the identity of the persons in receipt of the Confidential Information from the Recipient.

#### 5. **Statutory Disclosure Obligations**

- 5.1 Insofar as the Recipient is or becomes obliged by statute to disclose Confidential Information to public authorities or courts it is obliged:
  - (a) to immediately inform DFF on the existence and scope of this obligation and the precise circumstances;

- (b) to consult with DFF on possible legal steps to avoid or restrict the disclosure and to take those steps where they would not result in significant disadvantages for the Recipient;
- (c) to disclose to the relevant public authority or court only that portion of the Confidential Information the disclosure of which is legally required according to a written opinion of the Recipient's legal advisors, a copy of which shall be made available to DFF; and
- (d) to ensure, to the extent possible, the confidential treatment of the Confidential Information disclosed to the relevant public authority or court.

5.2 To the extent that the Recipient is without fault not able to fulfil the obligations under Clause 5.1 prior to the disclosure of the Confidential Information to the relevant public authority or court it shall inform DFF on all details of the disclosure immediately thereafter.

## 6. **Return**

6.1 Unless this would conflict with preservation duties under the law or professional ethics, the Recipient shall immediately, upon request of DFF or if the discussions on the possible acquisition of DFF are ended without an agreement being concluded;

- (a) return or permanently destroy all Confidential Information and any copies and notes thereof that are in its possession to DFF;
- (b) expunge all Confidential Information from any data carrier;
- (c) either deliver to DFF, delete or permanently destroy all reports, analyses, compilations, memoranda, summaries, notes, excerpts or other materials in written, magnetic, digital or other form relating in whole or in part to Confidential Information and prepared by the Recipient; and
- (d) see to it that any persons outside its own enterprise to whom Confidential Information was made accessible proceed pursuant to Clauses 6.1(a) to 6.1(c) accordingly.

6.2 Upon request, the Recipient shall confirm to DFF in writing that it completely fulfilled its obligations pursuant to Clause 6.1.

## 7. **Indemnity**

The Recipient is obliged to indemnify DFF from any claims of third parties and other liability consequences due to a violation of this Policy by the Recipient.

## 8. **Exclusion of liability**

The liability of DFF and their respective statutory representatives, members of corporate bodies, employees and advisors for the completeness, correctness and accuracy of the Confidential Information made available is excluded. Likewise, the liability of DFF and their respective statutory representatives, members of corporate

bodies, employees and advisors for damage arising from the use or in connection with the use (either authorised or unauthorised) of the Confidential Information is excluded.

**9. Continuance of confidentiality**

DFF and the Recipient continue to be bound by this Policy during a period of ten years after the relevant project, work or relationship has come to an end.

**10. Final provisions**

10.1 This Policy contains the entire agreement reached between DFF and the Recipient on the subject of this Policy. There are no side agreements.

10.2 Amendments and supplements to this Policy as well as the waiver of any rights under this Policy shall be in written form. This also applies to any amendment to, or cancellation of, this written form clause.

10.3 This Policy is governed by Dutch law and shall be interpreted exclusively consistent with Dutch law and usage of terminology. This includes, without limitation, the legal concepts and terms contained in this Policy, the English translations of which may not be identical with the original Dutch terms in their respective legal understanding. Any possible current or future obligations between the Parties which fall under the EC Regulation No 864/2007 on the Law Applicable to Non-Contractual Obligations ("Rome II") are also governed by Dutch law. The place of jurisdiction is Amsterdam.

10.4 Should a provision of this Policy be or become null and void as a whole or in part, or should a gap in this Policy become evident, this shall not affect the validity of the remaining provisions. In such case, such valid and practicable regulation is deemed to be agreed with effect *ex tunc* that in legal and economic terms comes closest to what DFF and the Recipient intended or would have intended in accordance with the purpose of this Policy if they had considered the point at the time of entering into this Policy. If the nullity of a provision is due to a degree of performance or time (period or deadline) laid down in this provision, then the provision is deemed to be agreed with a legally permissible degree that comes closest to the original degree.