

240513 Draft construction team agreement

THE UNDERSIGNED:

AEB Exploitatie B.V., with its registered office and place of business in (1045 BA) Amsterdam at Australiëhavenweg 21 and registered in the Commercial Register of the Chamber of Commerce under number 58867937, duly represented by [• name], [• position], hereinafter referred to as: **"the Client"**,

and

[• **Name of contractor**], with its registered office and place of business in [• town/city] at [• address] and registered in the Commercial Register of the Chamber of Commerce under number [• number], duly represented by [• name], [• position], hereinafter referred to as: **"the Contractor"**,

hereinafter jointly referred to as: **"the Parties"**,

CONSIDERING THAT:

1. The Client owns and operates a waste to energy processing company that comprises of a waste separation plant, two waste incineration plants and a biomass plant in Westpoort in Amsterdam.
2. The Client intends to construct a plant that captures CO₂ from flue gases released during waste incineration by the waste incineration plant.
3. For the purpose of further development and construction of the Plant, the Client has developed a 'Basis of Design'.
4. The Client wants the preparation of the Project, including the development of the Basis of Design into a Definitive Design, to take place in a construction team context.
5. The Client published a tender procedure with TenderNed reference 442846 on March 28th 2024 in order to select a partnership comprising (i) a contractor to build the Plant, (ii) the supplier of the required amine-scrubbing technology and amine solvent as well as (iii) the contractor for the civil-engineering part of the Project, with the said partnership serving as the executing contractor in the construction team.
6. The Client has decided to award the contract for participation in the construction team to the Contractor subject to the terms and conditions set out in this Agreement.
7. Provided that agreement is reached between the Client and the Contractor regarding the price of the Work and with due observance of the provisions of the Agreement, the Client intends to assign the Work to the Contractor whereby the construction, management and maintenance of the Work as well as the supply of the required amine solvent will be tendered separately.

AGREE AS FOLLOWS:

GENERAL

1. Definitions

In this Agreement, a number of terms are capitalised. The meaning of these terms is given below.

Term	Meaning
Definitive Design	A detailed description of the work to be carried out, such that it gives a good idea of the appearance, structure, use of materials, workmanship and detailing, structural construction and nature and capacity of the Plant. In engineering/FEL terms: FEED package.
Project Proposal	Presents the suite of documents that serve as a summary of the FEED (product deliverables) and the full documentation as preparation for FID and the realisation phase (Project deliverables).
Offer	The offer to be submitted by the Contractor for the further development and realisation of the Plant in accordance with the provisions of the Definitive Design (FEED) and Project Proposal.
Construction Contract	The contract to be concluded between the Client and the Contractor at the end of the Construction Team Phase for the realisation of the Work.
General Terms and Conditions of Purchase	The July 2019 version of the Client's general terms and conditions of purchase. The General Terms and Conditions of Purchase are attached to the Agreement as <u>Appendix 3</u> .
Appendix	An appendix to this Agreement.
Construction Team Phase	The phase up to and including the completion of the Definitive Design (FEED), Project Proposal as well as the submission of the Offer by the Contractor.
Tender	The offer submitted by the Contractor in the context of the tender procedure mentioned in the preamble under (5). The Tender is attached to the Agreement as <u>Appendix 4</u> .
Plant	The plant mentioned in the preamble under (2) that will capture CO ₂ from flue gases released during waste incineration by the Client in Westpoort in Amsterdam.
Key Persons	Project Manager(s), Engineering Manager (or Project Engineer), Amine specialist.

Summaries of additional information and changes	The documents published via TenderNed in the context of the tender procedure with TenderNed reference 442846 containing the questions asked during the tender procedure and the answers given to them. The Summaries of additional information and changes are attached as <u>Appendix 1</u> to the Agreement.
Quotation	The quotation to be issued by the Contractor for the supply and disposal of the amine solvent required for the Plant in accordance with the provisions of the Definitive Design.
Client	AEB Exploitatie B.V., aforementioned.
Contractor	[•], aforementioned.
Agreement	The present Construction Team Agreement, including the accompanying Appendices.
Parties	Client and Contractor.
Products	Documentation issued by the Contractor or during the creation of the Definitive Design, including drawings and/or calculations as well as the Definitive Design itself.
Project	The full Project from inception up to handover (and acceptance) to Operations.
Scope of Work (SoW)	The Client's description dated March 26 th 2024 which sets out the tasks and responsibilities to be assigned to the Contractor under this Agreement. The SoW is attached to the Agreement as <u>Appendix 2</u> .
Target Budget	An amount of EUR [•] estimated by the Client for the construction costs of the Plant which will serve as the starting point for decision-making by the participants in the construction team during the work carried out within the construction team. The Target Budget is detailed in <u>Appendix 5</u> .
Progress Report	The monthly report to be drawn up by the Contractor in accordance with the provisions of section 10.2 below.
PR report	A report to be drawn up by the Contractor on the monthly progress meeting between the Contractor and the Client.
Work	The further development and construction as well as the management and maintenance of the Plant which are activities that may be assigned to the Contractor in the Construction Contract.

2. Qualification Agreement

- 2.1 This agreement is an assignment agreement as referred to in Article 7:400 of the Dutch Civil Code.

3. General Terms and Conditions of Purchase

- 3.1 The Agreement is subject to the General Terms Conditions of Purchase (Appendix 3), all subject to the ranking scheme mentioned in section 4.1 below. By signing the Agreement, the Contractor confirms that it has received a copy of the General Terms and Conditions of Purchase. The general terms and conditions of the Contractor are expressly rejected.

4. Agreement Documents

- 4.1 The following documents define the rights and obligations arising for the Parties from the Agreement in relation to each other. Insofar as these documents contradict each other, the document listed first shall prevail over the one listed later:

- a. this agreement (without Appendices);
- b. the Summaries of additional information and changes (Appendix 1) where a summary with a later date shall prevail over a summary with an earlier date;
- c. the Scope of Work (Appendix 2);
- d. the General Terms and Conditions of Purchase (Appendix 3);
- e. the Tender (Appendix 4).

- 4.2 In addition to the documents referred to in section 4.1, from which the rights and obligations of the Parties under the Agreement arise, section 7.2 refers to additional documents which are also attached to the Agreement as Appendices and form part thereof. The documents referred to in section 7.2 contain only the preconditions that the Contractor must observe when drawing up the Definitive Design and, for that reason, are not included in the ranking from section 4.1.

OBJECTIVE | CONTRACT | TARGET BUDGET | DEFINITIVE DESIGN

5. Objective of the construction team

- 5.1 The construction team is a partnership in which the participants – while maintaining each other's independence and responsibility – work together in a coordinated manner in order to carry out preparations for the Work. The aim of collaboration is to arrive at a Definitive Design that can be realised within the Target Budget and on schedule. The Client is entitled – whether or not as a result of advice from one or more parties involved in the construction team – to decide to adjust the Target Budget or the schedule at any time.
- 5.2 The construction team will work together efficiently and effectively to achieve this objective. The Parties recognise that achieving the objective requires the attitude and conduct of each party to be focussed on collaboration. Each party shall demonstrate the following in terms of their attitude and conduct:

- a. flexibility, proactivity and transparency;
 - b. focus on collaboration and forming a construction team;
 - c. focus on achieving the project objective;
 - d. respect for the interests of each member of the construction team;
 - e. that rather than avoiding points for discussion, they bring them up for discussion as soon as possible; and
 - f. willingness to take responsibility for their own shortcomings and that they are proactive in coming up with solutions to another Party's shortcomings.
- 5.3 The Parties will hold themselves accountable for the above aspects on an ongoing basis, for each member of the construction team.

6. Contract

- 6.1 The Client hereby awards the contract to the Contractor, who accepts this contract, to make its specific experience and expertise in the field of the implementation-, planning- and cost-related aspects with regard to the construction of the Plant available to the construction team, to the extent reasonably desirable in order to achieve the objective formulated in section 5.1. The Contractor shall perform its work for the construction team to the best of its knowledge and ability.

7. Target Budget | Definitive Design

- 7.1 The Client has estimated the Target Budget for the construction cost of the Plant. The Parties will make every effort within a construction team, to the best of their knowledge and ability, to arrive at a Definitive Design that fits within the Target Budget.
- 7.2 The target date for completion of the Definitive Design is 1 March 2025. The following are preconditions for the creation of the Definitive Design:
- a. the Target Budget (Appendix 5);
 - b. the 'Basis of Design' (Appendix 6);
 - c. the permit application dated 15 October 2022 (Appendix 7);
 - d. the environmental permit (to be added at a later date as Appendix 8);
 - e. the subsidy decision dated 21 November 2021 (Appendix 9);
 - f. the conditions the Client agrees with the transport and storage parties involved regarding the supplied CO₂ (to be added later on as Appendix 10).

COMPOSITION AND WORKING METHOD OF THE CONSTRUCTION TEAM | PERSONNEL | KEY PERSONS

8. Composition of the construction team

- 8.1 The Client will use a team of auxiliary resources in the form of a so-called project management consultant for the performance of the Agreement. The project management consultant is in charge of monitoring the quality and progress of the construction team.
- 8.2 The Contractor shall in any case use the auxiliary resources named in the Tender (Appendix 4) for the performance of this Agreement who shall therefore be members of the construction team.
- 8.3 The departure and/or arrival of an auxiliary person deployed by the Contractor shall be the subject of further consultation between the Contractor and Client. The departure and/or arrival of a new auxiliary person may be subject to conditions if there are valid reasons for this. The inclusion of a new auxiliary person may be refused if there are substantial grounds for doing so.
- 8.4 The Client, Contractor and auxiliary persons are deemed to be fully competent in respect of their participation in the construction team.
- 8.5 A change in the composition of the construction team shall not affect the Contractor's right, as described in section 15, to be the first to submit a price offer for the Work.
- 8.6 The Parties may not assign their rights or obligations under this Agreement to a third party or parties or allow a third party or parties to succeed to such rights or obligations without the written consent of the other Party.

9. Tasks of the Contractor

- 9.1 In order to carry out the contract referred to in section 6.1, the Contractor shall perform, inter alia but not limited to, the work described in the Scope of Work (Appendix 2). In relation to this, the Contractor shall, among other things:
- a. communicate the requirements and wishes in respect of this project as soon as possible,
 - b. make all decisions necessary for the progress of work within the construction team as soon as reasonably possible, but with respect to the project timing requirements;
 - c. actively participate in consultations with other members of the construction team;
 - d. advise on cost optimisations for the Work;
 - e. advise on the technical and financial feasibility of the Work;
 - f. coordinate the work of the auxiliary persons participating in the construction team on the Contractor's initiative;
 - g. consult with regard to the public law approvals and permits required for the set-up of the Project – and the Work forming part thereof – as well as private law consents in order to obtain such approvals, permits and consents in good time;

- h. suggest alternatives;
- i. monitor the Target Budget; and
- j. carry out any other work reasonably required in order to achieve the purpose mentioned in paragraph 5.1.

10. Progress | Progress Report | PR report

- 10.1 The Contractor shall provide the Client with a weekly overview of the hours worked by its team as well as of other billable costs incurred by the Contractor in the preceding week.
- 10.2 At the end of each calendar month, the Contractor shall provide the Client with a Progress Report which shall be accompanied by an overall summary of the weekly overviews as referred to in the previous paragraph. The Progress Report should provide as much detail as possible, specifying employee, activities, milestones and (sub-)products as mentioned in the Scope of Work. Reporting and project management will take place in English.
- 10.3 If there is a risk of the progress of the Contractor's work being delayed, for example in the event of unexpected setbacks, the Contractor shall notify the Client of this in writing as soon as possible, indicating the cause of the delay as well as the measures proposed by the Contractor in order to prevent or remedy the impending delay. The consequences of the delay in terms of the schedule, cost and/or quality will also be mentioned in the Progress Report.
- 10.4 Monthly progress meetings are held, in which the submitted Progress Report is discussed. During the progress meetings, the progress of the Construction Team Phase is discussed against the agreed project baseline, on the basis of the Progress Report and recorded in writing by the Contractor. Progress based on the schedule is discussed as well as products completed during the reporting period. The schedule is also updated by mutual agreement according to the agreed delivery dates and milestones.
- 10.5 No later than five working days after the progress meeting, the Contractor shall submit a PR report to the Client for approval. That PR report will contain the agreements made during the progress meeting. Besides the most common project reporting details, the following topics shall be included in the PR report:
 - a. an overview of activities and finished (sub-)products carried out in the past period;
 - b. progress against project baseline (EV analyses)
 - c. the amount of the payment approved by the Client for the performance during the reporting period during the progress consultations; and
 - d. an updated schedule.
- 10.6 The Client shall determine whether to approve or reject the submitted PR report, no later than five working days after receiving the PR report. The payment arrangements agreed, also form part of the PR report. Rejection of the PR report will be substantiated by the Client. Only an approved PR report can prompt a release for payment.

- 10.7 Approval by the Client of a PR report does not imply that the Client will become jointly responsible for the cause of any delay or shortcoming or acknowledgement of any obligation to provide compensation for any consequences arising therefrom.

11. Approval by the Client

- 11.1 Decisions taken within the construction team require the Client's approval.

12. Contractor's Personnel | Key Persons

- 12.1 The Services will be performed by employees (temporarily) employed by the Contractor as well as self-employed persons contracted by the Contractor. The Contractor shall properly instruct their personnel and self-employed persons and shall ensure that all personnel and self-employed persons conduct themselves in accordance with the house and safety rules set by the Client on site.
- 12.2 All obligations and charges relating to personnel and self-employed persons engaged by the Contractor shall be borne by the Contractor. The Contractor is responsible for the correct and proper fulfilment of its obligations under this Agreement by its personnel and third parties engaged by it. The Contractor shall indemnify the Client against claims by personnel or third parties pursuant to Article 7:616a of the Dutch Civil Code.
- 12.3 The Contractor shall ensure that Key Persons remain employed by the Contractor during the Agreement and remain involved in the performance of the Services. The selection of Key Persons requires the written consent of the Client.
- 12.4 The Contractor shall only be entitled to replace Key Persons after obtaining prior written approval from the Client. The Client is not entitled to refuse mobilisation onto the project if the Contractor can demonstrate that the replacement of certain Key Persons is necessary, including in the situation where a Key Person has left employment on his own accord.
- 12.5 If, during the term of the Agreement and in the sole opinion of the Client, it appears that personnel of the Contractor (including Key Persons) have performed inadequately and/or are unable to continue their obligations under the Agreement due to circumstances, then the Client is entitled to request the Contractor to have the person in question replaced by a person with at least the same qualifications, all subject to the provisions of section 13.5 below.

RATES | FEE | INVOICING

13. Rates | fee

- 13.1 The Contractor will receive a fee for the proper performance of the work under the Agreement by the Contractor as well as the auxiliary persons engaged by the Contractor and that fee will be based on the rates agreed between the Parties as well as the mark-up percentage as included in the Tender ([Appendix 4](#)). These rates and this mark-up percentage are fixed during the term of the Agreement. The fee to be paid by the Client to the Contractor also relates to compensation for the rights of use referred to in section 22.
- 13.2 The budget for performing the work under the Agreement is EUR [•] excluding VAT, all in accordance with the amount offered in the Tender ([Appendix 4](#)). This amount is a maximum amount that cannot be exceeded except for the provisions as per section 13.4.

- 13.3 If the Agreement is terminated during the Construction Team Phase, the Contractor must cease work as of the date of termination. In that case, in addition to the payment for work already carried out, the Contractor will be entitled to payment of the mark-up percentage of the hours not yet spent as included in the Tender. The mark-up percentage will not be payable if it is attributable to the Contractor that the Agreement has been terminated.
- 13.4 If it becomes clear that the Contractor needs more hours for the agreed work than it offered in its Tender and that overrun is not demonstrably attributable to additional tasks assigned by the Client, it will only be paid the basic rates and not the mark-up percentage of the excess number of hours. The excess hours are subject to approval by the Client.
- 13.5 If employees are replaced during the term of the Agreement, the same rate will be applied to the new employee as was applied to the employee who was replaced, assuming that the new employees are at least as qualified as the employees replaced. If, in the Client's sole judgment, the agreed quality of service requires the deployment of employees with higher qualifications than those offered in the Tender, any additional associated costs shall be borne by the Contractor.
- 13.6 The fee to be paid by the Client to the Contractor under this section shall be deemed to include adequate remuneration for the work performed by the Contractor under the Agreement as well as the sharing of the intellectual property rights referred to in section 21. The Contractor shall not claim any other payment on any grounds whatsoever, including but not limited to damages due to the termination of negotiations in the pre-contractual phase.

14. Invoicing

- 14.1 The following applies with regard to invoicing:
- a. The Contractor shall invoice in a timely manner. After the approval of each PR report by the Client as referred to in section 10.6, the Contractor shall submit an itemised invoice within 5 working days;
 - b. The Contractor shall send invoices to the Client on a monthly basis, stating the date, contract number, order reference (OM/OF/OW number) and other details made known to him in writing by the Client. Invoices will only be paid if they refer to a PR report approved by the Client;
 - c. The Contractor shall send the invoice in the form of a pdf file to the following e-mail address: inkoopfacturen@aebamsterdam.nl;
 - d. invoices that meet all the requirements set will be paid by the Client within 30 calendar days;
 - e. if any changes arise in the Contractor's details, including changes in respect of the VAT number, IBAN number, account number, address and/or a change of name, which are required for the Client to be able to pay invoices, the Contractor is obliged to make these changes known in good time by sending written notification to the following address with a copy of the notification by e-mail to the e-mail address referred to in section 14.1 under (c):

AEB Exploitatie B.V.
attn: Finance & Reporting Department
Mailbox 58292
1040 HG Amsterdam

OFFER | QUOTATION

15. Pricing of the Work

- 15.1 The Contractor shall be entitled to be the first to submit a price tender for the Work, based on the Definitive Design established within the construction team.
- 15.2 The Contractor shall submit the Offer within 4 weeks of the Definitive Design being completed and approved by the Client. The Offer should be made on an open book basis. The Client will announce the open book requirements during the Construction Team Phase. In any case, the Contractor shall be bound by the percentages of indirect costs it has offered in its Tender and the prescribed distribution of payments over the various phases of the Work, the distribution of which shall be as follows:
- | | | |
|----|---|------|
| a. | award of the contract | 3% |
| b. | completion of Detail design | 5% |
| c. | procurement and construction of the plant (proportionate to the progress of the work) | 72% |
| d. | test phase / operational delivery | 10% |
| e. | performance tests for a period of 2 years | 10%. |
- 15.3 The Offer will be kept confidential by the Client and will only be made available to third parties for the purpose of evaluating the Offer. The Contractor shall be bound by its Offer for a period of 4 months from the day it is sent to the Client.

16. Price consultation regarding the Offer

- 16.1 After the Contractor has made the Offer, the Client and the Contractor shall consult regarding the Offer in order to agree on the contract price. During these negotiations, the Parties will take into account the legitimate interests of the other party.
- 16.2 If the Parties agree on the contract price, the Parties will proceed to draw up and sign the Construction Contract for the Work without delay.
- 16.3 If the Parties cannot reasonably reach an agreement on the contract price within 2 months of the Client receiving the Offer, the Client shall be free to invite third parties – including the Contractor's auxiliary resources referred to in section 8.2 – to submit a price tender for the Work, to enter into negotiations with the submitters of those price tenders and to award the contract for performance of the Work to one or more of those third parties. In such a case, the Contractor shall in no way impede the Client in its efforts to reach an agreement with a third party regarding the performance of the Work.

- 16.4 The Contractor cannot derive any right to perform (parts of) the Work from this Agreement. The Client shall not be bound until the Parties have agreed in writing on all aspects of – and lawfully signed – the Construction Contract.

17. Supply of amine solvent

- 17.1 The Contractor shall also be entitled to be the first to submit a price tender for the supply and disposal of the amine solvent required for the Plant, all based on the Definitive Design established within the construction team. The Contractor shall make the Quotation available to the Client within 4 weeks of the Definitive Design being completed and approved by the Client. The Quotation will be kept confidential by the Client and will only be made available to third parties for the purpose of evaluating the Quotation. The Contractor shall be bound by its Quotation for a period of 4 months from the day it is sent to the Client.
- 17.2 If the Quotation meets the requirements set by the Client and fits within the reference estimate that the Client has had drawn up for the supply of amine solvent, a supply agreement will be concluded in accordance with the draft agreement drawn up by the Client. The Client is entitled to refuse the Quotation without giving reasons and to award the contract to another amine solvent supplier.

CONSTRUCTION CONTRACT

18. Model Construction Contract

- 18.1 The Construction Contract will be based on an integrated form of contract to be determined by the Client. The Client will decide on the model during the construction team phase and make it available to the Contractor in a timely manner.

19. Responsibility for the design

- 19.1 In the Construction Contract, the Contractor shall take full responsibility for the Definitive Design established in accordance with this Agreement, as described in the Construction Contract. In principle, if changes or adjustments are deemed necessary during the execution of the Work, these will be borne by the Contractor.

TERMINATION OF THE AGREEMENT

20. Commencement | termination of the Agreement

- 20.1 The Agreement starts on the date on which the Agreement is lawfully signed by the Parties.
- 20.2 Except in cases as described in this Agreement, the Contractor is not allowed to terminate the Agreement prematurely. The provisions of section 23 of the General Terms and Conditions of Purchase do not apply.
- 20.3 Notwithstanding the provisions of the law, this Agreement may be terminated by the Client with immediate effect and without judicial intervention if:
- a. the Construction Contract has not yet been signed by both Parties on the date 2 months after the date of the Offer, despite the consultations referred to in section 16.1;

- b. the Client fails to obtain any government approvals and/or permits required for the Project in good time;
 - c. after extensive consultation within the construction team it appears that the Project is not (or no longer) feasible within the technical, functional or financial frameworks set by the Client, all at the exclusive discretion of the Client;
 - d. the Contractor fails to fulfil one or more material obligations arising from the Agreement.
- 20.4 This Agreement may also be terminated by either Party by means of a written declaration addressed to the other Party if the other Party has applied for suspension of payment, has been declared bankrupt, is in suspension of payment or has been declared bankrupt or must otherwise be deemed no longer able to execute the realisation of the Work.
- 20.5 Upon termination of this Agreement, the Contractor shall not be entitled to any payment except as determined in section 13.

MISCELLANEOUS

21. Intellectual property

- 21.1 To the extent that the Products are subject to intellectual property rights (including, but not limited to, copyrights of the Contractor or the Contractor's auxiliary person), such intellectual property rights shall belong to both the Client and the Contractor. To the extent necessary, the Contractor shall, at the Client's request, cooperate with the afore-mentioned delivery and transfer or ensure that the Contractor's auxiliary person cooperates therewith.
- 21.2 Both Parties are free to use, adapt, disclose or repeat the Products in any form whatsoever, if and insofar as no confidentiality obligation has been agreed with regard to those rights.

22. Liability

- 22.1 Each Party is individually liable to the other for the consequences of any failure to perform – or failure to perform in a timely or proper manner – the obligations incumbent on each of them under this Agreement. In addition, the Parties are liable to each other for culpable shortcomings on the part of their auxiliary persons.
- 22.2 A culpable shortcoming should be understood to mean a shortcoming that is attributable to fault or is for the account of the obligor by virtue of law or a legal act or according to common opinion. According to common opinion, a shortcoming shall be for the obligor's account if it concerns a shortcoming that a good and careful contractor or client could and should have avoided under the relevant circumstances and with due observance of normal attentiveness – and where the Contractor is concerned: equipped with the professional knowledge and resources required for the contract.
- 22.3 A culpable shortcoming as referred to in the previous paragraph also includes non-compliance with the warning obligation as mentioned in section 23. In the absence of such warning, the resulting loss shall be divided between the Parties in proportion to the extent to which the circumstances attributable to each contributed to the loss, provided that a different apportionment shall be made or the obligation to pay compensation shall be waived or maintained in its entirety, if fairness so requires due to the varying severity of the faults committed or other circumstances of the case.

22.4 The total liability of the Contractor under the Agreement shall be limited to once the contract value involved in this Agreement. The limitation of liability does not apply in the case of intent, gross negligence or fraud or deceit on the part of the Contractor or auxiliary persons engaged by the Contractor.

22.5 The provisions of this article shall not affect the Contractor's liability under any Construction Contract to be concluded which shall take precedence over this Agreement in the event of contradictions.

23. Warning obligation

23.1 The Parties shall give warning in good time, i.e. before the Definitive Design is finalised, when a specification document evidently contains errors or defects of such a nature that they would be acting contrary to the principles of reasonableness and fairness if they were to build on it without warning. This warning obligation replaces the warning obligation from Article 7:754 of the Dutch Civil Code.

24. Confidentiality

24.1 The Parties shall not in any way disclose, communicate or otherwise make accessible to third parties any information or data that has come to their knowledge under this Agreement. The Parties guarantee that their employees, management bodies or third parties engaged by them will also observe this confidentiality.

24.2 The Parties' duty of confidentiality does not extend to information or data:

- a. which a Party is required to provide under laws and legislation;
- b. if disclosure to its own personnel or consultants is necessary in connection with the conclusion or performance of the Agreement;
- c. if such information or data has become publicly known without it being attributable to a Party;
- d. for which a Party has given the other Party written permission to disclose, and/or
- e. which a Party must provide in the context of obtaining financing.

25. The Foreign Nationals (Employment) Act

25.1 The Contractor guarantees that he will fulfil all obligations applicable to him under the Foreign Nationals (Employment) Act (**Wav**) and the Compulsory Identification Act in a timely and correct manner. This includes in particular, but not exclusively, the timely application for work permits. Before the start of the work, or during the work if and when changes occur in respect of the persons deployed in the work, the Contractor shall provide the Client with copies of the following correct and required items:

- a. documents under the Wav, including work permits;
- b. identification within the meaning of the Compulsory Identification Act and the Wav.

25.2 The Contractor undertakes to (i) also impose the obligations imposed on it under paragraph 1 of this article on all subcontractors it engages for the performance of this Agreement as well as (ii) demonstrate compliance with this obligation to the satisfaction of the Client.

25.3 The Contractor shall indemnify the Client against the possible consequences, explicitly but not exclusively including the imposition of any administrative fine, in case of failure to comply with the obligations imposed in the previous paragraphs.

26. Amendment of the Agreement

26.1 Amendments to the Agreement shall at all times be agreed in writing between the Parties and shall only take effect after initialling and signing by the lawful representatives of the Parties.

27. Changes in the organisation of the Parties

27.1 The Parties will keep each other informed regarding organisational changes and/or changes within their organisations that may be relevant to the performance of the Agreement.

27.2 In the event of a change in the controlling relationship of more than 10% or a forced or unforced acquisition of the Contractor by third parties, the Client must be notified immediately. In that case, the Agreement may be immediately suspended by the Client until further notice. Screening shall be possible with regard to the third party that has acquired control or shares in the Contractor. The Contractor shall cooperate with the reasonable requests made by the Client to the Contractor in the context of such screening, including providing information relevant to the performance of the said screening. The Agreement – possibly with additional conditions – shall not be resumed until written approval has been provided by the Client. If warranted by a screening, construction team work will not resume and all resulting costs will be borne by the Contractor.

28. Indemnification

28.1 The Contractor shall indemnify the Client from and against all loss, damage or liability suffered and costs and expenses incurred by the Client as a result of any shortcoming under the Agreement by the Contractor or as a result of any of the following:

- a. any act, omission or default by employees or other persons acting on the Contractor's instructions;
- b. any claim by a third party resulting from a shortcoming under the Agreement by the Contractor and related to the performance of the Services.

29. Liability insurance

29.1 During the term of this Agreement, the Contractor shall maintain professional and business liability insurance in respect of the performance of the Services with a cover limit of at least EUR 2,500,000 per claim. The Contractor shall retain the associated insurance policies for a period of at least 12 months after the end of this Agreement.

30. Severability

- 30.1 If any provision of this Agreement is found to be void, voidable or unenforceable in any jurisdiction, it shall have no effect:
- a. on the validity and enforceability of the other provisions of this Agreement in the relevant jurisdiction; nor
 - b. on the validity and enforceability of that provision and of the other provisions of this Agreement in any other jurisdiction.
- 30.2 The Parties shall negotiate in good faith in order to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to the content and scope of the unenforceable provision.

31. Entire Agreement

- 31.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous (verbal and written) agreements, documentation and correspondence relating to the arrangements in this Agreement. There is no commitment, arrangement or agreement between the Parties beyond what is expressly set out in this Agreement with regard to the arrangements in this Agreement.

32. Continuing provisions

- 32.1 Even after the termination of this Agreement, each Party shall remain bound by the provisions of this Agreement which by their nature are intended to remain applicable after the end of this Agreement. In any case, those provisions include section 24 as well as section 34.

33. Consultation

- 33.1 A duty of cooperation, an obligation to inform and a warning obligation apply to the Parties insofar as this is or may be relevant to the performance of this Agreement. The Parties shall consult with each other whenever a circumstance arises which the Agreement does not provide for or whenever one of the Parties considers it necessary or desirable.

34. Applicable law and dispute resolution

- 34.1 All legal relations between Client and Contractor are governed exclusively by Dutch law.
- 34.2 In the event of any dispute arising from this Agreement, the Parties shall in the first instance attempt to resolve the relevant dispute amicably. If the Parties do not succeed in this, the dispute will be submitted to the competent court in Amsterdam.
- 34.3 The Parties may not, without the written consent of the other Party, assign their rights or obligations under this agreement to a third party or parties or allow a third party or parties to succeed to such rights or obligations.

Thus agreed:

AEB Exploitatie B.V.

in Amsterdam

Name :

Position.....

Date :

Signature:

[• Name of Contractor]

at [• place]

Name :

Position :

Date :

Signature: