Growf

General Terms and Conditions

These are the General Terms and Conditions of Growf AI B.V., which has its registered office at Poppenbouwing 26C (4191 NZ) in Geldermalsen, the Netherlands, and is registered in the Chamber of Commerce's trade register under number 91552532.

1. Definitions

1.1 In these General Terms and Conditions, the terms listed below have the following definitions, unless specifically stated otherwise in the text:

- Service: the provision of software by Growf AI on a 'Software-as-a-Service' basis.
- Client: the other party to an Agreement with Growf AI or their successor(s) in title;
- Agreement: any agreement under which Growf AI undertakes to perform work for the Client;
- Written/In Writing: the term 'written/in writing' also extends to email or any other electronic means of communication, provided it is suitable for long-term storage;
- Growf AI: the user of these General Terms and Conditions.

2. Applicability and Amendments

2.1 All offers issued by and Agreements entered into with Growf AI are governed by these General Terms and Conditions. Any terms and conditions used by the Client are specifically rejected.

2.2 Growf AI reserves the right to amend these General Terms and Conditions from time to time. The most recent version of the General Terms and Conditions is always the version that applies. Amendments will be announced at least thirty (30) calendar days prior to taking effect through personal notification or publication on the Growf AI website.

3. Offer and Agreement

3.1 All offers are entirely without obligation and subject to misprints and typesetting errors. Growf AI reserves the right to revoke an offer as long as it has not been accepted.

3.2 If an offer is made with limited validity or under certain conditions otherwise, this will be stated in the offer. If no specific term of validity is specified in the offer, the offer will be valid for one (1) month.

3.3 The Agreement between the parties is formed as soon as Growf AI has confirmed formation of the Agreement In Writing or because Growf AI has performed the Agreement.

4. Performance of the Agreement

4.1 Growf AI agrees to perform the Agreement to the best of its ability and to high standards. Growf AI endeavours to achieve maximum availability and correct functioning of its Service. However, Growf AI does not guarantee concrete results, unless the parties have agreed on results in an additional Service Level Agreement.

4.2 The Client agrees to always give Growf AI its full cooperation and provide all useful and required information, or access to such information, and ensure that all reasonably required facilities are available. If the information, cooperation, and/or facilities required for the performance of the Agreement is or are not provided to Growf AI in time, Growf AI will be entitled to suspend performance of the Agreement and/or charge the Client for any ensuing additional costs incurred.

Growf

4.3 If and to the extent required for the proper performance of the Agreement, Growf AI is entitled to engage third parties for certain work. Growf AI cannot be held liable for errors or shortcomings by third parties introduced by the Client or at the Client's request.

5. Service Delivery

5.1 Growf AI cannot be held liable for failure of the required connections or processing or the otherwise correct functioning of its Service when this is due to factors beyond Growf AI's control.

5.2 Growf AI can never be held liable for the costs of (restoring) damaged or lost data nor for losses arising therefrom or lost profits. Growf AI will endeavour to protect data used in providing the Service as best as reasonably possible against loss, theft, and unauthorised access and alteration by third parties. Growf AI cannot be held liable either for the content and accuracy of data that the Client inputs in the Growf AI software.

5.3 Growf AI reserves the right to partly or fully shut down its Service for preventive, corrective, or adaptive maintenance or other forms of service without becoming liable for losses. Growf AI will not shut down the Service for longer than necessary.

6. Fee and Payment

6.1 Unless stated otherwise, all fees are without obligations and do not include VAT and other government-imposed levies. Growf AI does not accept payments in currencies other than the currency specified. If no currency is specified, all fees are in Euros.

6.2 The Client is under an obligation to pay amounts payable by them within seven (7) days after the invoice date.

6.3 Additions to the Agreement, such as when the Client activates additional modules, may lead to expansion of the Service and an increase in the fee over the period during which the Client keeps these modules activated.

6.4 The Client is not allowed to suspend any payments and neither to offset payables against receivables. The fee will also be payable if the Client does not use the Service or experiences outages.

6.5 If the Client does not meet their payment obligations or fails to meet payment obligations in time, Growf AI will notify the Client In Writing and give the Client a reasonable term of seven (7) days - starting on the date of notification - to meet their payment obligations. If payment is still forthcoming after expiry of this reasonable term, Growf AI will be entitled to charge both interest at the statutory commercial rate and extrajudicial collection costs. The extent of the extrajudicial collection costs is determined by the Extrajudicial Collection Costs (Fees) Decree. Growf AI may only deviate from this statutory arrangement if it is to the Client's benefit.

6.6 If the Client fails to meet their payment obligations or fails to meet their payment obligations in time and payment remains forthcoming after expiry of the reasonable term specified in the previous paragraph, Growf AI will be entitled to suspend its obligations and/or to dissolve the Agreement without going through the court. In such a case, Growf AI can never be held liable for losses sustained by the Client.

6.7 Growf AI reserves the right to unilaterally raise the fees it charges for its services, provided that such a fee increase is announced at least two (2) months in advance on the Growf AI

website or directly to the Client. Growf AI is not under an obligation to give prior notice of fee increases that are the result of changes to statutory provisions or schemes.

7. Liability

7.1 Growf AI's liability for direct losses caused by an attributable shortcoming in Growf AI's compliance with its obligations under the Agreement, specifically also including any unlawful acts by Growf AI, its staff, and/or third parties engaged by Growf AI, will in any case be limited to the amount payable to Growf AI by the Client under the Agreement, either per event or for a series of interrelated events. However, Growf AI's liability for direct losses will never exceed the amount covered by Growf AI's insurer in the case in question, less any policy excess payable by Growf AI.

7.2 Growf AI disclaims all liability for indirect losses. Indirect losses shall in any case include consequential losses, lost profits, missed savings, damage to reputation, third-party claims, and business interruption.

7.3 Limitations and exclusions of liability included in this Agreement also extend to Growf AI personnel and any third parties engaged by Growf AI, and will cease to apply if and to the extent that the losses are the result of intent or deliberate recklessness on the part of Growf AI's management.

8. Force majeure

8.1 If Growf AI is unable to comply with one or multiple obligations under the Agreement on account of a situation of force majeure, compliance with the obligation(s) in question and any related obligation(s) will be suspended for the duration of the force majeure situation, without Growf AI being required to pay compensation.

8.2 Growf AI will be deemed to be in a situation of force majeure if Growf AI, after entering into the Agreement, is impeded from preparing for or performing this Agreement due to fire, strike, flooding, water damage, war, the threat of war, civil war, uprising, terrorism, an epidemic, acts of war, government measures, cyber attacks, import and export restrictions, power outages or other interruptions in the energy supply, affecting either Growf AI's company or third parties on whom Growf AI relies for its services, and furthermore caused by all other factors for which Growf AI cannot be blamed and that are beyond Growf AI's control.

8.3 If the situation of force majeure goes on for longer than sixty (60) days, both Growf AI and the Client will have the right to terminate the Agreement In Writing with immediate effect. Termination on account of force majeure will not entitle either party to any kind of compensation. Growf AI will then continue to be entitled to the part of its fee relating to work that Growf AI has already performed and to reimbursement of costs that have already been incurred or that are unavoidable.

8.4 If Growf AI foresees a situation of force majeure, Growf AI will notify the Client thereof as soon as possible.

9. Intellectual Property and Tools

9.1 All intellectual property rights to analyses, designs, documentation, reports, software, advice, offers, and other material developed, to be developed, and/or made available by Growf AI will exclusively be held by Growf AI and/or its licensor(s).

9.2 The Client will only be granted the rights of use and authorizations ensuing from the purpose of the Agreement between the parties, these General Terms and Conditions, or

that are otherwise assigned In Writing. The right of use is exclusive, unless the nature of the Agreement dictates otherwise or the parties have agreed otherwise In Writing. The right of use can, furthermore, not be transferred or sub-licensed, unless the parties have agreed otherwise In Writing.

9.3 If the Client were to make material available to Growf AI, the Client will grant Growf AI a non-exclusive licence to use, disclose, and/or reproduce this material for the duration of and in the context of the Agreement. The Client agrees to indemnify Growf AI against third-party claims on account of a breach of intellectual property rights owned by those third parties. The Client, furthermore, guarantees that the material it makes available to Growf AI will not lead to a breach of any provisions of law.

9.4 Unless agreed otherwise In Writing, the Client is not allowed to remove or alter any marks regarding copyrights, trademark rights, trade names, or other intellectual property rights on the material made available to the Client.

10. Term and Termination

10.1 Unless the parties have agreed otherwise, the Agreement between the parties has been entered into for an indefinite term. If the Agreement has been entered into for a definite term, it will, in principle, have a term of twelve (12) months and will tacitly be renewed for a term of the same length, unless either party gives legally valid notice of termination.

10.2 Termination is subject to a notice period of one (1) month. If the Agreement has been entered into for a definite term, the Agreement can only be terminated as of the end of the definite term, while observing the notice period.

10.3 Growf AI reserves the right to suspend and/or terminate the Agreement In Writing with immediate effect if:

- the Client, either on a provisional or definitive basis, is granted a debt moratorium;
- bankruptcy proceedings have been instituted against the Client or the Client's company is wound up other than as part of a restructuring or merger of companies;
- the Client dies;
- Growf AI has, after entering into the Agreement, good reason to fear that the Client will not comply with the Agreement.

11. Personal Data Protection

11.1 Growf AI will adhere to current personal data protection legislation and regulations, including the General Data Protection Regulation (GDPR).

11.2 The Client's personal data will not be stored for longer than necessary for the performance of the Agreement, unless applicable legislation and regulations dictate a different retention period.

11.3 Growf AI is the 'processor' as defined in Section 4(8) of the GDPR and is prepared to enter into a data processing agreement with the Client that is to its satisfaction.

12. Final provisions

12.1 The Agreement and these General Terms and Conditions are governed by Dutch law.

12.2 Any disputes arising from this Agreement and/or these General Terms and Conditions will be submitted to the competent court in the district where Growf AI is based.

Growf

12.3   The Client is not permitted to transfer their rights and obligations under the Agreement entered into by the parties to a third party, unless Growf AI has given its explicit prior consent. Such consent will not be required when another company takes over the Client's company or acquires a majority stake in the Client's company.

12.4   If any of the provisions in these General Terms and Conditions prove to be null and void or be nullified, the other provisions will remain valid in full. The parties will then enter into consultation to agree on new provisions to replace the null and void or nullified provision(s).

12.5   Logfiles, versions of communications between parties saved by Growf AI and other forms of administrative records of Growf AI will be considered to be authentic and full proof of any claims made by Growf AI. The Client is free to provide contrary evidence.

Data Processing Agreement

1. Introduction

1.1 Parties are bound to this data processing agreement, because the services rendered on the basis of the Agreement require processing of personal data.

1.2 The term 'the Agreement' refers to the agreement of parties, including annexes, as is the conclusion of the offer accepted by the recipient of the services provided (hereinafter: 'Client').

2. Subject

2.1 Part of the Agreement is the data processing agreement as adopted in this document in conformance with Article 28 paragraph 3 of the General Data Protection Regulation (GDPR). Client is the 'controller' and Growf AI is the 'processor' within the meaning of Article 4 under 7 GDPR and Article 4 under 8 GDPR respectively. In the interpretation of the remaining terminology in this agreement, the definitions of Article 4 GDPR must be sought.

2.2 The subject, the nature and the purpose of the Processing are: the fulfilment of the obligations that follow from the Agreement. In short, they constitute the automation of the creation and execution of marketing strategies whereby personal data of (potential) clients and employees of Client will be processed.

2.3 The duration of the processing equals the duration of the underlying Agreement. After the termination of the Agreement, the processing of Growf AI will continue for a maximum of twelve (12) calendar months. After the processing has been carried out or at the request of the Client, Growf AI will delete the personal data without holding a copy thereof, unless Dutch or European law or an authority obliges Growf AI to store the personal data.

2.4 The types of personal data are: email addresses, first names, last names, profile pictures, addresses, postal codes, places, telephone numbers, business registration numbers, client numbers, invoice numbers, relation numbers, login credentials, LinkedIn user account data, and company names. The personal data to be processed are of the category of employees and contacts of Client, including clients and business relations.

3. Obligations of Growf AI

3.1 Growf AI processes the personal data only on documented instructions from the Client and will keep the Personal Data of the Controller strictly confidential and, in respect thereof, consider at least the same care obligations and safeguards as Growf AI considers in respect of its own confidential information. Growf AI will also handle data that is not Personal Data in a careful and appropriate manner. The Processor guarantees that this confidentiality also extends to the persons authorized to process the Personal Data. This rule is only not applicable if Growf AI is obliged to provide the personal data on the basis of permission or instructions from the Client or because of a statutory duty or official order.

3.2 Growf AI shall, in so far as possible, assist the Controller in fulfilling its duty to deal with requests from data subjects based on Articles 12 to 22 GDPR which, briefly stated, aim at obtaining transparency and access, rectification and erasure of personal data or restriction of processing and to transmit the personal data. In this respect, Growf AI will also assist the Client in his duty of notification in response to such requests and the handling of any objections by the data subjects concerned and take appropriate measures in any automated decision-making and or profiling of the data subjects.

3.3 The Processor will, in so far as possible, assist the Controller in fulfilling its duty to conduct a Data Protection Impact Assessment ("DPIA") and to consult the Authority prior to Processing, in cases where the Processing involves a high risk for the privacy of Data Subjects, in particular in cases where new technologies are used.

4. Enabling of other processors and transmission by Processor

4.1 Growf AI is entitled to bring in other processors ("sub processors") for the processing of personal data. Growf AI will inform the Client of any intended changes concerning the addition or replacement of other processors. The Client may only object to such changes on reasonable grounds.

4.2 Growf AI will bring in OpenAI Inc., HubSpot Inc. and Supabase Inc. as sub processors.

4.3 When another processor is brought in by Growf AI, the same obligations are imposed on the other processor by contract as are imposed on Growf AI by virtue of this agreement, so that there are sufficient guarantees with regard to the application of appropriate technical and organisational measures.

4.4 Growf AI shall never transmit personal data to countries outside the European Union or to an international organisation without written instruction from the Client, unless European or Dutch law requires Growf AI to do so. In that case, Growf AI will inform the Client of this prior to the transmittance, unless the relevant legislation and regulations prohibit this notification.

5. Security and audits

5.1 Taking into account the state of the art, the costs of implementation and the nature, the scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, Growf AI shall implement appropriate technical and organisational measure to ensure a compliance with the GDPR and a level of security appropriate to the risk.

5.2 Growf AI shall take steps to ensure that any natural person acting under the authority of Growf AI, such as an employee, who has access to personal data does not process them except on instructions from the Client, unless he or she is required to do so by European or Dutch law.

5.3 Growf AI shall at least implement the following measures:

- Physical Access Control: alarm, building security, manual locks, motion detection, security locks, controlled distribution of keys;
- Digital Access Control: user authorization, use of user profiles, password security (length, mark-up, rotation), use of recovery passwords, authentication of user names/passwords, multifactor authentication (2FA), use of a software firewall;
- Access Control Personal Data: employment of an authorization system, right management by system administration, registration of access rights to applications;
- Entry Control: traceability of the entry, modification or deletion of data by individual user names, employment of user rights for the processing of data based on authorization, reports of which applications can enter, change or delete what data, storage of forms and sources, from which the stored data is deduced;
- Command Control: careful selection of contractors, obligation to maintain confidentiality of data for employees, obligation to maintain confidentiality of data for contractors, destruction of the data after termination of the service;
- Availability Control: backup plan and recovery plan;

- Separation of data: separation of production system and test system.

6. Audit

2.1 Growf AI and, where applicable, Growf AI's representative, shall maintain a record of processing activities that it performs for the purposes of the Client in writing or electronically. This record shall contain all of the following information:

- the name and contact details of the processor and processors and of each controller on behalf of which Growf AI is acting, and, where applicable, of the Client's or Growf AI's representative, and, potentially, the data protection officer;
- the categories of processing carried out on behalf of each controller;
- where applicable, transfers of personal data to a third country or an international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) GDPR, the documentation of suitable safeguards;
- where possible, a general description of the technical and organisational security measures referred to in Article 5 of this agreement.

2.2 Growf AI shall provide the Client with all the information necessary to demonstrate the compliance with the obligations under this agreement and to enable audits, including inspections. Growf AI shall immediately inform the Client if, in the opinion of Growf AI, an instruction from the Client is in conflict with the GDPR or other Dutch or European data protection laws and regulations.

7. Reporting of data breaches

7.1 In the unlikely event that a personal data breach (hereinafter: 'Breach') has taken place, Growf AI shall notify the Client without undue delay, but no later than within 48 hours, after having become aware of it, unless the Breach is unlikely to result in a risk to the rights and freedoms of data subjects. If it is not possible to provide the information at the same time, Growf AI may provide the information in phases provided this is done without undue further delay.

7.2 The notification shall at least:

- describe the nature of the Breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the Breach;
- describe the measures taken or proposed to be taken by Growf AI to address the Breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.3 Growf AI shall assist the Client in documenting all Breaches.

7.4 Growf AI shall assist the Client in possible communication to data subjects when the Breach is likely to result in a high risk to the rights and freedoms of those data subjects.

8. Final provisions

8.1 Both parties are each responsible and liable for their own actions. If Growf AI imputably fails to comply with this agreement of imputably contravenes what is stipulated in the GDPR, then it indemnifies the Client with respect to any third party claims, including those of data subjects, and all related costs and damages. Fines charges by the local supervisory authority to the Client explicitly fall outside the liability and indemnity of Growf AI.

Growf

8.2 If there is liability on the part of Growf AI vis-à-vis the Client as a result of or in connection with the processing of personal data, then the limitations of the liability agreed in the Agreement shall apply without prejudice to the obligations in this data processing agreement. The same damage-causing event can never lead to several claims for damages, despite the presence of different contracts between the parties.

8.3 With regard to the processing of personal data, in the event of a conflict between other contractual stipulations between the parties, the provisions of this agreement will prevail unless the parties explicitly deviate from this agreement in a further written agreement. This data processing agreement replaces any previous data processing agreements that apply between the parties.