
THIS AGREEMENT is made BETWEEN:

1. **DNV Netherlands B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 9006404 whose registered office is at Utrechtseweg 310-B50, Arnhem, The Netherlands, hereinafter referred to as "Project Partner"; and
2. **RWE Offshore Wind Netherlands B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 34295227 whose registered office is at Amerweg 1, 4931 NC, Geertruidenberg, The Netherlands, hereinafter referred to as "Project Partner"; and
3. **Shell Global Solutions International B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 27155370 whose registered office is at Kessler Park 1, 2288 GS Rijswijk, The Netherlands, hereinafter referred to as "Project Partner"; and
4. **Sif Netherlands B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr.13027369 whose registered office is at Mijnheerkensweg 33 6041 TA Roermond, The Netherlands, hereinafter referred to as "Project Partner"; and
5. **Technische Universiteit Delft**, a legal entity duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr.27364265 whose registered office is at Stevinweg 1, 2628 CN Delft, The Netherlands, hereinafter referred to as "Project Partner"; and
6. **Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek TNO**, a legal entity, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 27376655 whose registered office is at Anna van Buerenplein 1, 2595 DA Den Haag, The Netherlands hereinafter referred to as "Project Partner"; and
7. **Althen Industrial IoT B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 84584351, with its registered office at Verrijn Stuartlaan 40, 2288 EL, Rijswijk, The Netherlands, hereinafter referred to as Visiting Project Partner; and
8. **Fraunhofer Gesellschaft zur Förderung d. angewandten Forschung e.V.**, a publicly funded, non-profit research organisation, duly organized and existing under the laws of Germany and registered with the Association Register of Munich Local Court under the association number VR 4461, with its headquarters at Hansastraße 27c, 80686, München, Germany, as legal entity for its Fraunhofer Institute for Wind Energy Systems located at Am Seedeich 45, 27572 Bremerhaven, Germany, hereinafter referred to as "Visiting Project Partner"; and
9. **Gemini Wind Park (Buitengaats C.V.)**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 1177150, with its registered office at Amstelveenseweg 760, 1081 JK, Amsterdam, The Netherlands, hereinafter referred to as "Visiting Project Partner"; and
10. **Hytorc Nederland B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 12036869, with its registered office at Platinawerf 8, 6641 TL, Beuningen, The Netherlands, hereinafter referred to as "Visiting Project Partner"; and
11. **ITH GmbH & Co. KG**, a limited liability company, duly organized and existing under the laws of the Germany and registered in the chamber of commerce under nr. HRA Arnsberg 6797 with its registered office at Steinwiese 8, 59872, Meschede, Germany, hereinafter referred to as "Visiting Project Partner"; and



12. **KCI the engineers B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 24167697, with its registered office at De Brauweg 62, 3125 AE, Schiedam, The Netherlands, hereinafter referred to as "Visiting Project Partner"; and
13. **Leibniz University Hannover**, a corporation under public law, duly organized and existing under the laws of Germany (VAT no. DE811245527), represented by the Presidential Board, represented by the President, he being represented by the Managing Director of the Institute for Steel Construction, with its registered office at Appelstraße 9, 30167, Hannover, Germany, hereinafter referred to as "Visiting Project Partner"; and
14. **Rijkswaterstaat Grote Projecten en Onderhoud**, a government organization, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 27364178 with its registered office at Griffioenlaan 2, 3526 LA Utrecht, The Netherlands, hereinafter referred to as "Visiting Project Partner"; and
15. **Siemens Gamesa Renewable Energy B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 67034276, with its registered office at Prinses Beatrixlaan 800, 2595 BN, Den Haag, The Netherlands, hereinafter referred to as "Visiting Project Partner"; and
16. **Sirris**, the collective center of the technology industry, a legal entity, duly organized and existing under the laws of Belgium and registered in the Crossroads Bank for Enterprises (CBE) with company registration number 0406.606.380, with its registered office at Auguste Reyerslaan 80, 1030, Brussel, Belgium, hereinafter referred to as "Visiting Project Partner"; and
17. **Technische Universiteit Eindhoven**, a legal entity duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 51278871, with its registered office at Groene Loper 3, 5612 AE, Eindhoven, The Netherlands, hereinafter referred to as "Visiting Project Partner"; and
18. **We4Ce Engineering B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 08175145, with its registered office at Twentepoort Oost 53A, 7609 RG, Almelo, The Netherlands, hereinafter referred to as "Visiting Project Partner"; and
19. **Westermeerwind B.V.**, a limited liability company, duly organized and existing under the laws of The Netherlands and registered in the chamber of commerce under nr. 39063527, with its registered office at Mandelaplein 1, 1314 CG, Almere, The Netherlands, hereinafter referred to as "Visiting Project Partner".

the parties numbered from 1 to 19 are also jointly referred to as "Parties" and individually also as "Party".

and

20. **Stichting GROW**, whose registered office is at Arthur van Schendelstraat 550, 3511 MH in Utrecht, The Netherlands, involved in this Project solely for the purposes as set out in article 2 of this Agreement, hereinafter "GROW Foundation".

WHEREAS:

- a) The Parties have entered into a cooperation for the execution of the Bolt and Beautiful project (B&B) as further detailed in the Project Plan;
- b) The Parties have applied for a subsidy for the Project with the granting authority The Netherlands Enterprise Agency (RVO);

- c) The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Project Plan.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In the Agreement, which includes the whereas, the following words shall have the meaning as described in this clause 1.1 when written with a capital first letter in the way set out below. Such meaning will be attributed to each such word, irrespective if indicated in the singular or plural form.

"Access Rights"	means licences and user rights to Foreground or Background under the terms and conditions laid down in this Agreement;
"Affiliate" of a Party	means any corporation or entity which directly or indirectly controls, is controlled by, or is under common control with a Party where "control" shall mean the power to vote or direct (by reason of ownership or securities, contractual rights or otherwise) the voting of fifty percent (50%) or more of the voting stock, general Partnership interests or other voting interests in such corporation or entity;
"Agreement"	means this project agreement and all its Appendices;
"Appendix"	means a document that constitutes an integral part of this Agreement;
"Applicable Laws"	means in relation to a Party, property or circumstance, statutes (including regulations enacted thereunder); judgments and orders of courts of competent jurisdiction; rules, regulations and orders issued by government agencies, authorities and other regulatory bodies; and regulatory approvals, permits, licenses, approvals and authorizations; that are applicable to such Party, property or circumstance;
"Background"	means know how and information which is held by a Party or Parties prior to their accession to this Agreement, as well as copyrights or other intellectual property rights pertaining to such information, whether or not the application for protection has been filed before their accession to this Project Agreement;
"Confidential Information"	means all information or data in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient Party") in connection with this Agreement, and (i) in case of information disclosed in documentary or other tangible form, is labelled as "confidential", or (ii) when disclosed in intangible form, such as orally or visually, is confirmed in writing as "confidential" within thirty (30) calendar days from disclosure;
"Contribution"	means the financial and/or non-financial contributions of the Parties as set out in the itemized budget contained in Appendix A;
"Coordinating Party"	means TNO;
"Dissemination"	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
"Effective Date"	means the date 1 August 2022;

"Foreground"	means the results which are generated within the framework of the Project Plan, whether or not such results are eligible for protection through intellectual property rights, such as but not limited to
"Needed"	copyright, design rights, patent rights, or similar forms of protection; Access Rights are needed within the Project if, without the grant of such Access Rights, carrying out the tasks assigned to the Recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources;
"Project"	means the Project Bolt and Beautiful project (B&B) as described in the Project Plan;
"Project Coordinator"	the person designated to take care of the overall management of the Project on behalf of the Parties pursuant to article 6. The Project Coordinator is appointed by the Coordinating Party
"Project Partner"	means a party to this Project Agreement that is a partner in the GROW consortium;
"Project Plan"	means the document(s) identifying the budget, organization, objectives, milestones, time schedule and methodology of the Project in Appendix A;
"Project Team"	means the representatives nominated by each of the Parties, pursuant to clause 6.1 of this Agreement, in order to supervise the carrying out of the Project;
"Subsidy Grant"	means the grant of RVO with reference HER+21-02867818 pertaining to the Project Plan;
"Visiting Project Partner"	means a party to this Project Agreement that is not a partner in the GROW consortium.

2 GROW

- 2.1 The Growth through Research, Development, and Demonstration in Offshore Wind (GROW) program was jointly established by a selection of organizations active in Offshore Wind with the objective to expand the role of offshore wind in the energy system, and to further strengthen the Dutch offshore wind sector through a constructive cooperation to execute offshore wind Research, Development, and Demonstration (RD&D) activities. This collaboration has been established through a separate program agreement and is hereinafter further referred to as the GROW Program.
- 2.2 For projects endorsed as being supported by the GROW Program, which includes this Project, the GROW Foundation has been established to offer supporting services as may be agreed. In that respect the GROW Foundation provides services also to this Project as a subcontractor to TNO for the tasks as set out in Appendix C and to attend meetings of the Project Team pursuant to clause 6.2.
- 2.3 In addition, within the GROW Program, the GROW Foundation also strives to stimulate further cooperation between the participants therein. To that end and in accordance with the provisions on dissemination as set out in article 13 hereunder, the Parties shall release a separate abstract of the outcome of the Project (the GROW abstract, which shall at least be as comprehensive as any report or abstract required to be provided by the Parties under the

Subsidy Grant and shall not contain any Confidential Information.). The GROW abstract may be shared by GROW Foundation with all participants in the GROW Program.

- 2.4 Confidential Information shall be treated by GROW Foundation in accordance with article 12 and will not be shared with any other Party or third party without prior written approval thereto from Disclosing Party.
- 2.5 GROW Foundation may appoint a representative to attend meetings of the Project Team as a non-participating member in accordance with the provisions of clause 6.2 of this Agreement.

3 PURPOSE AND SCOPE

- 3.1 The Project shall be undertaken by the Parties in accordance with the Project Plan, the terms of the Subsidy Grant and this Agreement.
- 3.2 All Appendices form an integral part of this Agreement. In case of any inconsistency between the terms and conditions of any of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:
1. Subsidy Grant;
 2. Project Agreement;
 3. Appendices

4 PROJECT PLAN

- 4.1 The purpose and scope of the Project as well as the cooperation and division of the work of the Project between the Parties, including the precise value and share in the Project of each of the Parties, the deliverables to be produced by each Party and the time schedule, are outlined in detail in the Project Plan.

5 COMPLIANCE WITH LAW, BUSINESS PRINCIPLES, AND HSSE STANDARDS

- 5.1 Each Party will comply (and will procure to the best of its ability that its contractors and their subcontractors will comply) with all applicable rules of international law and national law in relation to:
1. fundamental human rights and in particular the prohibition of (i) using children labor and any form of forced or compulsory labor and (ii) organizing any form of discrimination within its company or towards the suppliers and sub-contractors;
 2. embargos, drugs and weapons trafficking, terrorism;
 3. trade, import and export licenses and customs;
 4. health and safety of staff and third parties;
 5. labor, immigration and prohibition of illegal work;
 6. environment protection;
 7. financial criminal offenses, in particular corruption, fraud, influence peddling (or equivalent offenses as it can be provided by the national law applicable to this



Agreement), swindling, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries, and similar or related offenses;

8. measures to combat money laundering;
9. competition law;
10. personal data protection laws.

- 5.2 Each Party will also adhere to the business principles that apply to the relevant Party, as specified for each Party in Appendix D.
- 5.3 Parties will adhere to each Health-, Safety-, Security- and the Environment arrangement that will apply to the activities in the Project pursuant to this article 5. Such arrangement shall materially always have to contain the elements as set forth in Appendix E in order to have force and effect under this Agreement.
- 5.4 It is expressly understood and agreed between the Parties that each Party is and shall remain fully entitled to have each and every activity that is executed within the Project on either its own premises or on the premises of one of its Affiliates be exclusively governed by its respective Health-, Safety-, Security- and the Environment arrangement when such complies with the criteria of Appendix E.

6 PROJECT MANAGEMENT

- 6.1 Each Party shall appoint one representative for the Project Team. Each nominated representative (and any changes thereto) shall be notified in writing to the other Parties. The Project Coordinator is the representative of the Coordinating Party.
- 6.2 Pursuant to its rights and obligations as set out in article 2, GROW Foundation may appoint a representative to attend meetings of the Project Team. Such representative shall however not participate as a member of the Project Team. As a condition precedent for attending meetings of the Project Team, GROW Foundation shall have bound such representative to obligations of confidentiality no less stringent than those accepted by GROW Foundation under article 12 hereinafter.
- 6.3 All significant matters relating to the Project will be decided upon by the Project Team. The Project Team shall decide on the following matters:
 1. Proposals regarding a change to the scope of the Project;
 2. Evaluation of the progress of the Project;
 3. Evaluation of the deliverables;
 4. The review of Publications pursuant to article 13 of the Agreement.
- 6.4 The quorum for a meeting of the Project Team shall be not less than 2/3 of all the representatives of the Parties at least one of whom must have been nominated by the Coordinating Party.
- 6.5 The Project Team will meet on a regular basis. Before each meeting an agenda for that meeting shall be shared with the Parties by the Project Coordinator. Minutes of the meetings of the Project Team shall be drafted by the Project Coordinator and transmitted to the Parties

without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Parties if, within 14 days from receipt, no Party has objected in writing to the Project Coordinator.

- 6.6 Each Party shall, through its representative, have one vote in the Project Team. All decisions will be taken by at least 2/3 majority vote in a meeting of the Project Team, provided that any decision shall require the approval of the Party whose rights or obligations are materially affected or amended by such decision.
- 6.7 Each decision of the Project Team requires prior scheduling thereof in the agenda of a meeting before such can be validly made by the Project Team in that meeting, unless all Parties are represented at the meeting where the unscheduled decision is proposed and the Parties unanimously agree to let the Project Team take that decision.
- 6.8 The Coordinating Party will appoint a Project Coordinator.
- 6.9 The Project Coordinator will:
- a) be the primary contact for and liaise with the Project Team;
 - b) be responsible for the day-to-day management of the Project;
 - c) chair the meetings of the Project Team;
 - d) arrange the (financial) administration of the Project;
 - e) be responsible for implementing decisions taken by the Project Team in accordance with this article 6; and
 - f) monitor the progress of the Project with respect to milestones and deliverables.

7 DURATION

- 7.1 This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the Project is completed or terminated earlier in accordance with the provisions of article 16.

8 LIMITATIONS OF LIABILITY

- 8.1 Each Party will only be liable for damage or loss which is the direct consequence of an attributable shortcoming by that Party in the performance of its obligations in relation to this Agreement. The liability of each individual Party under this Agreement is limited to the maximum amount of €50,000. However, this clause shall not limit the liability of a Party to the extent that such damage or loss is attributable to fraud, wilful intent or gross negligence on the side of the liable Party, or damage to life, health and limb.
- 8.2 No Party shall be responsible to any other Party for any indirect damages, consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful intent or by gross negligence on the side of the liable Party.

- 8.3 Each Party shall be solely liable for any loss, damage or injury it has caused to any third party, to the extent such damage is attributable to that specific Party under Applicable Law.
- 8.4 Notwithstanding any of the foregoing, in respect of either Background, Foreground, information or materials supplied by one Party to another Party in connection with this Agreement, the supplying Party makes no warranty or representation of any kind, express or implied, as to: (1) the sufficiency, accuracy or fitness for purpose of such Background, Foreground, information or materials; nor as to (2) the absence of any infringement or violation of any proprietary or intellectual property rights of third parties in providing Access Rights by supplying Party to any such Background or Foreground or in using such information or materials by the other Party. The Party which makes use of such Background, Foreground, information or materials in any way or form, acknowledges that it shall in all cases be solely responsible for this use.

9 ADDITION OF NEW PARTIES

- 9.1 New parties may join the Agreement as Party with the unanimous agreement of all Parties, which agreement shall not unreasonably be withheld or delayed.
- 9.2 New parties shall be bound by the terms of this Agreement.

10 BACKGROUND

- 10.1 Each Party shall retain all rights and entitlements to its Background.
- 10.2 If a Party is willing to grant Access Rights to its Background to any other designated Party or an Affiliate thereof, it shall identify such specific Background in Appendix B. The Parties agree that all Background which is not at any time during the term of this Agreement listed in Appendix B, shall be explicitly excluded from Access Rights.
- 10.3 Each Party may add further own Background to Appendix B during the Project by written notice to the Project Team. Adding a Party as the recipient of Background in Appendix B requires the prior written approval of that Party.
- 10.4 Access Right to Background listed in Appendix B are provided under confidentiality and shall thus be treated as Confidential Information in accordance with the terms of this Agreement. Background shared that is not listed in Appendix B will be treated on a non-confidential basis, unless designated as confidential by the sharing Party.
- 10.5 When the intellectual property rights which a Party owns or controls in respect to its own Background may be contaminated when access is gained to Background of another Party, each such Party is entitled to refuse access to any part of the Background of another Party when it deems that refusing access is necessary to protect intellectual property rights in its own Background.
- 10.6 If a Party asks another Party to add other Background to Appendix B than was identified voluntarily by that Party, because it can reasonably be established at the moment of this



request that Access Rights to such other Background are Needed, the Parties agree to negotiate in good faith additions to Background listed in Appendix B and the conditions under which such Access may be granted. However, for the avoidance of doubt, the owner of such Background is under no obligation to agree in providing such additional Access Rights.

- 10.7 Where a Party can demonstrate that Access Rights to Background of another Party are Needed, such Party shall issue a written request for these Access Rights to the Party that has included such Background in Appendix B.
- 10.8 The granting of Access Rights to Background may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.
- 10.9 Access Rights are granted on a fully paid-up, royalty-free, non-exclusive, non-transferable and non-sub-licensable basis, for use only within the Project.
- 10.10 For any further usage, i.e., for purposes other than the use within the Project, and only to the extent that it is Background listed in Appendix B and it is imperative for the exploitation of a Party's own Foreground, the other Parties shall, upon request, which must be submitted in writing to the respective Party within one year after the end of the Project, grant this Party a non-exclusive, non-transferable, non-sublicensable right of use for a fee at standard market terms, provided they are legally able to do so. The details of this arrangement shall be agreed upon in writing by the relevant Parties prior to commencing any such further usage of the Background.

11 FOREGROUND

- 11.1 Foreground shall be owned by the Party or Parties who generated that Foreground. Foreground shall never be Background, allowing Background to prevail in the event of uncertainties.
- 11.2 Each Party shall promptly disclose in confidence to each of the other Parties all Foreground generated during the term of this Agreement. Every Party herewith warrants that each of its Affiliates, with which other activities or projects that may benefit from applying this Foreground are discussed, will honour all the obligations of confidentiality under which such Foreground was disclosed by the owner(s) thereof. Under this warranty, every Party is allowed to share Foreground with its Affiliates.
- 11.3 The title to Foreground that is generated jointly by or on behalf of two or more Parties, and which cannot be reasonably divided in parts that can be attributed to each of the Parties that have generated the joint result, shall vest equally in these Parties. The Parties shall use all reasonable efforts to negotiate the terms and conditions for a bilateral or multilateral agreement on the ownership, protection and maintenance of jointly generated Foreground with six (6) months after such Foreground is generated and before the exploitation of that Foreground.
- 11.4 Where a Party can demonstrate that Access Rights to Foreground of another Party are Needed, such Party shall issue a written request for Access Rights to the Party that owns such Foreground.

- 11.5 Access Rights if Needed in accordance with clause 11.4, are granted on a free, non-exclusive, non-transferable and non-sub-licensable basis, for use within the Project.
- 11.6 For any further usage, i.e. for purposes other than the use within the Project, each Party shall be granted upon request, which must be asserted in writing to the respective Party within one year after the end of the Project, a non-exclusive, non-transferable right of use at standard market rates and at terms and conditions to be agreed upon prior to any intended use. Insofar as no request for further use was asserted within the year-long deadline or, following a timely request, no agreement was able to be reached about the terms and conditions of use, then each Party shall be free in the commercial exploitation of its Foreground (specialization within the meaning of Art. 3 (2) sentence 2 EU-Commission Regulation No 1217/2010 of 14 December 2010 (R&D-BER)).
- 11.7 The granting of Access Rights may be made conditional by the contributing Party on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

12 NON-DISCLOSURE OF CONFIDENTIAL & RESTRICTED INFORMATION

- 12.1 Notwithstanding the definition of "Party" as used throughout this Agreement, where reference is made in this article 12 to a Party, be it a Recipient Party or Disclosing Party, such shall also include GROW Foundation in each event where GROW Foundation receives or discloses Confidential Information under this Agreement.
- 12.2 Notwithstanding any Access Rights that have been obtained thereto by a Recipient Party under article 10 or 11 of this Agreement, each Recipient Party undertakes for the duration of this Agreement and for a period of 5 years counted from the termination or expiry of this Agreement:
- a) to preserve the confidentiality of all Confidential Information;
 - b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - c) to use such Confidential Information only in relation to the execution of the Project unless otherwise agreed with the Disclosing Party;
 - d) not to disclose Confidential Information to a third party without the prior written consent of the Disclosing Party;
 - e) to ensure that internal distribution of Confidential Information by a Recipient Party shall take place on a strict need-to-know basis; and
 - f) to return to the Disclosing Party on written demand thereto all Confidential Information which has been supplied to or acquired by the recipients including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of ongoing obligations, the recipients may however request to keep a copy for archival purposes only, however in such event the copy shall remain confidential even after expiry of the period as set out above. Where Access Rights have been obtained to such Confidential Information by Recipient Party, which are still in full force and effect after the confidentiality period has lapsed, this obligation (f) shall not apply.



Furthermore, each Recipient Party shall, on written demand thereto, return to the Disclosing Party all Confidential Information which it has received from Disclosing Party, including all copies thereof, as well as delete all Confidential Information stored in a machine readable form. The foregoing does not apply to copies of Confidential Information created by automated processes (such as for backup purposes), provided these copies will be deleted in accordance with the regular ongoing records retention process of Recipient Party and not be used prior to deletion.

Notwithstanding any of the foregoing, the Recipient Party may keep a copy of any specific Confidential Information for archival purposes, when such is needed for the recording of ongoing obligations, but always provided that each such copy can only be accessed by members of the Recipient Party's legal staff, compliance staff or its IT personnel. In such event, the copy shall remain confidential even after expiry of the period as set out above.

Where Access Rights have been obtained to such Confidential Information by Recipient Party, which Access Rights are still in full force and effect after the confidentiality period has lapsed, this obligation to return and delete shall not apply with respect to such Confidential Information.

- 12.3 Notwithstanding clause 12.2 sub d, Recipient Party shall be allowed to disclose Confidential Information of the Disclosing Party to employees of an Affiliate of Recipient Party and those employees of the Affiliate shall be allowed to use such Confidential Information for the purpose for which it was disclosed to Recipient Party provided those employees of the Affiliate:
- a) need to know and use such Confidential Information in furtherance of completing its work under the Project;
 - b) have been informed of the confidential nature of the Confidential Information in question; and
 - c) are bound by obligations no less stringent than those assumed by the Recipient Party hereunder.
- 12.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient Party can show that:
- a) the Confidential Information is or becomes publicly available by means other than a breach of the Recipient Party's confidentiality obligations;
 - b) the Disclosing Party subsequently informs the Recipient Party that the Confidential Information is no longer confidential;
 - c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
 - d) the Confidential Information, at any time, was developed by the Recipient Party completely independently of any such disclosure by the Disclosing Party; or
 - e) It is demonstrated that the Confidential Information was already known to the Recipient Party prior to disclosure, without breach of any obligation of Confidentiality towards Disclosing Party.
- 12.5 The Recipient Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential or proprietary information, but in no case less than reasonable care.

- 12.6 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with Applicable Laws or regulations or with a court- or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:
- a) notify the Disclosing Party; and
 - b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

13 DISSEMINATION

- 13.1 Each Party is entitled to disseminate when it adheres to the obligations as set out in this article 13.
- 13.2 A Dissemination may not contain Foreground or Background of another Party, unless such Foreground or Background can either be evidenced to be public Information or when explicit duly provided written consent to such specific Dissemination has been obtained from the Party that owns or controls such Foreground or Background.
- 13.3 If a Party wants to disseminate information relating to the Project, it shall provide each Party individually with an abstract in electronic format of the intended Dissemination at least six (6) weeks prior to the date on which it has to be submitted to any third party facilitating that Dissemination, such as a publisher or conference organizer. This abstract should specify per reviewing Party if any Foreground or Background of that specific reviewing Party is intended to be included in the Dissemination.
- 13.4 To safeguard compliance with this article 13, each Party shall review the abstract and discuss its content bilaterally with the Party that wants to disseminate. Only if and when the Dissemination includes Background or Foreground of another Party, such Dissemination requires the approval of each such other Party and the Parties involved shall seek to find an agreement on the content of the Dissemination to meet the requirements of clause 13.2 without affecting the scientific integrity of the Dissemination. Where a Party, whose Background or Foreground is included in the proposed abstract, approves of the abstract, it shall inform the requesting Party in writing without undue delay. Approval for the abstract is deemed to have been given if none of the Parties has raised a material concern as indicated above in writing to the requesting Party within four (4) weeks after receipt of the abstract.
- 13.5 Subsequently, after the process of clause 13.3 and 13.4 is fully concluded, the requesting Party shall submit the full content of Dissemination in electronic format to each Party individually for definitive approval at least four (4) weeks prior to the date of submission. Definitive approval for the Dissemination is deemed to have been given if none of the Parties which are entitled to do so pursuant to clause 13.4 above has raised a material concern regarding the inclusion of its Background or Foreground in writing to the requesting Party within these four (4) weeks. If definitive approval is not given, nor Agreement regarding the publication is reached within 3 weeks after submission of the proposed publication, then each Party is allowed to submit the matter to the board of the Stichting GROW for mediation. In such event the other Party will provide reasonable cooperation to such mediation.



14 WITHDRAWALS

- 14.1 No Party may withdraw from the Project without the prior written consent of all Parties, notwithstanding clause 14.4 of this Agreement.
- 14.2 In the event of withdrawal of a Party (the "Withdrawing Party"), the Project Team will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Party under this Agreement to another Party or third party.
- 14.3 The Withdrawing Party shall not be entitled to recover any of its costs incurred in connection with the Project and shall comply with all conditions which shall include (without limitation);
- a) article 12 and article 13 shall continue to apply between the Withdrawing Party and the remaining Parties;
 - b) rights granted to the other Parties in respect of the Withdrawing Party's Background shall continue for the duration of the Project subject to the restrictions contained in this Agreement;
 - c) to the extent that exploitation of any other Party's Foreground is dependent on the Withdrawing Party's Background, then the Withdrawing Party shall, subject to any existing third party obligations, grant to the other Parties a royalty free, non-exclusive license to such Background for the duration of the Project, unless otherwise agreed between Parties;
 - d) the Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free license to use the Withdrawing Party's Foreground for the purposes of carrying out the Project;
 - e) all rights acquired by the Withdrawing Party to the Background and Foreground of the other Parties shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned Foreground.
- 14.4 When a Party is in material breach of its obligations as set out in Article 5 of this Agreement, and both of the following conditions apply:
- a) such breach cannot be remedied or has not been remedied in accordance with clause 16.1 hereunder; and
 - b) such defaulting Party continues to remain a Party to this Agreement regardless of such continuing material breach. then this situation entitles any other Party than the defaulting Party to withdraw its own involvement in the Project at any time in accordance with Article 14. Such withdrawal shall take place by notice in writing to the other Parties subject to having paid its committed cash contribution in full. Any termination of a Party's involvement shall take effect at the date specified in the notice, which may be with immediate effect. For the avoidance of doubt, where one or more (but not all) Parties withdraw their involvement in the Project, the terms of this Agreement shall continue in full force and effect in relation to all Parties who have not withdrawn their involvement. Furthermore, to avoid any doubt Parties acknowledge there may be Project obligations towards granting authorities in case of withdrawal which are to be honoured regardless.

15 FINANCIAL MANAGEMENT

- 15.1 The financial arrangements for the Project shall be set out in Appendix A and overseen by the Project Team. The maximum payment term shall be 60 days upon receipt of correct invoice, unless otherwise specified in Appendix A.
- 15.2 Each Party shall make its respective Contributions to the Project. Where a Party is not partaking in the GROW Program as described in article 2 of this Agreement, each such Party will provide to the GROW Foundation a separate project based reimbursement as set out in Appendix C.
- 15.3 Each Party shall provide the Project Coordinator with statements of Project spend in the Project Plan on a quarterly basis. The Project Coordinator will prepare and submit to the Project Team an up to date financial status report of the Project on a quarterly basis.
- 15.4 In accordance with its own usual accounting and management principles and practices (provided these are certified by an auditor) and compliant to the accounting principles and audit protocol as defined in the Subsidy Grant, each Party shall be individually responsible for justifying its costs with respect to the Project towards the granting authority. No other Party shall be in any way liable or responsible for such justification of costs towards the granting authority.
- 15.5 Where the granting authority has determined that the amount as included in the Subsidy Grant will be adjusted as a result of a deficiency in the justification of costs by one or more Parties, such matter shall be brought before the Project Team where the Parties may jointly determine how to proceed with the Project.

16 TERMINATION

- 16.1 In addition to the remedies contained in article 14 (Withdrawals), in the event that any Party shall commit any material breach of or default in any terms or conditions of this Agreement, the Project Team may decide by unanimous vote of the non-defaulting Party to serve written notice of such breach or default on the defaulting Party and in the event that such Party fails to remedy such default or breach within 30 days after receipt of such written notice any of the Parties may, at their option and in addition to any other remedies which they may have at law or equity, remove the defaulting Party, and continue with the Project.
- 16.2 If any Party:
- a) passes a resolution for its winding-up; or if
 - b) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if
 - c) it appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or
 - d) makes an arrangement or composition with its creditors generally; or
 - e) makes an application to a court of competent jurisdiction for protection from its creditors generally;

then the remaining members of the Project Team shall meet to either suspend or terminate that Party's involvement in the Project Team and the Project or propose any other measure that the Project Team deems a fitting response. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of clause 14.3 shall apply to the defaulting Party, also where such Party is not a Party.

- 16.3 In the event a Party is appointed a defaulting Party this Agreement will automatically be terminated towards this Party by written notice and without any legal proceedings.
- 16.4 In the event that it is agreed by all the Parties that there is no longer a valid reasons for continuing with the Project, the Project Team may decide by unanimous vote to the termination of the Project.
- 16.5 After termination of this Agreement, the following article shall continue to survive: article 1, 8, 10.1, 11, 12 and 18.

17 NON-ASSIGNMENT

- 17.1 This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Party other than to their respective Affiliates, in whole or in part, without the express prior written consent of the Parties. In case of a planned assignment or transfer to an Affiliate, the Party will inform the other Parties.

18 LAW AND DISPUTE RESOLUTION

- 18.1 This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.
- 18.2 A dispute is present when a Party states the same. The Parties shall seek amicable resolution for disputes within a time period of 12 weeks from the day at which the dispute has been formally raised via a separate written instrument with that specific purpose.
- 18.3 Where a dispute is present, any audit shall take place upon the written request of a Party for its account, whereby the Party that is to be audited will arrange for its independent statutory auditors or any other auditor agreed between the Parties involved in the dispute, to investigate and issue a certificate, stating whether, as the case may be, the amounts charged have been calculated in accordance with this Agreement and, should the dispute require such, whether a breach of Article 5 of this Agreement has been observed. Such certificate will be conclusive as to the audited matter absent manifest error.

A Party will have the above mentioned right to initiate such an audit only with respect to the performance of an/the other Party/Parties that gave rise to the dispute, where such matter is capable of being verified by an audit. All Parties will keep books and records available for audit for the longer of the following periods: (i) five years following termination of the Agreement or any longer period as required by applicable laws; or (ii) two years after the period expires on any obligation of a Party to refund, repair, replace, or re-perform any part of the work as set out in the Project Plan, including correction of any defects or other non-conformities.

- 18.4 Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the Parties involved therein, shall be settled through arbitration under the rules of arbitration of The Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the conflicting Parties. The award of the arbitration will be final and binding upon the Parties.

19 MISCELLANEOUS

- 19.1 For the signature of this Agreement lawful electronic signatures shall be sufficient for the Agreement's legal validity. There shall neither be an exchange of handwritten original signatures nor a subsequent qualified electronic signature or certification required in the case of electronic signature. This provision applies also for changes or additions to this Agreement as well as if the Parties intend to waive the agreed form.
- 19.2 Should any provision of this Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the rest of this Agreement. The Parties are obligated to replace the invalid and unenforceable provision with a valid and enforceable one that reflects the sense and purpose of the invalid and unenforceable provision. The same shall apply accordingly in the event of any unintentional gap in the provisions.

EXECUTED by the Parties

SIGNED BY:

1) For and on behalf of DNV Netherlands B.V.

Name: M. Adriaensen



Date: 2022-08-08



SIGNED BY:

2) A. For and on behalf of RWE Offshore Wind Netherlands B.V.

Name: R. Ytsma

Date: ..13 July 2022.....

R Ytsma

SIGNED BY:

2) B. For and on behalf of RWE Offshore Wind Netherlands B.V.

Name: S. Tulp

Date: 13 July 2022





GROW PROJECT AGREEMENT 4.1
20.07_TNO_Bolt-and-Beautiful

SIGNED BY:

3) For and on behalf of Shell Global Solutions International B.V.

Name: E. van Iperen

Date: 25 augustus 2022 | 09:13 BRT
.....

DocuSigned by:
Erik van Iperen
15717CDBA83149F...

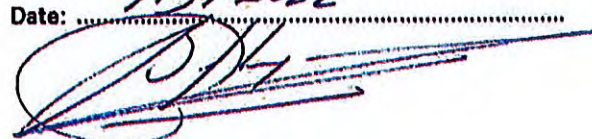
A handwritten signature in blue ink, appearing to be 'DJ', is located at the bottom right of the page.



SIGNED BY:

4) For and on behalf of Sif Netherlands B.V.

Name: ~~G. C. P. J. van Boven~~ Ben Meijer, CFO

Date: 7/6/2022
A large, stylized signature in blue ink, consisting of a large 'B' and 'M' followed by a horizontal line.

A small, stylized signature in blue ink, possibly reading 'DK'.



GROW PROJECT AGREEMENT 4.1
20.07_TNO_Bolt-and-Beautiful

SIGNED BY:

5) For and on behalf of Technische Universiteit Delft

Name: J.D. Jansen

A handwritten signature in black ink, appearing to read 'J.D. Jansen', written over a horizontal line.

Date:19 augustus 2022.....

A handwritten signature in blue ink, consisting of stylized initials, located in the bottom right corner of the page.

SIGNED BY:

6) For and on behalf of TNO (De Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek)

Name: M. de Kroon

Valid Signed by Machteld KroonM
Date:on 2022-08-24 12:03:40.....

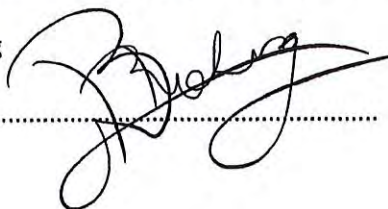
A handwritten signature in blue ink, appearing to be 'Dj', is located at the bottom right of the page.

SIGNED BY:

7) For and on behalf of Visiting Project Partner Althen Industrial IoT B.V.

Name: B.J. Rietberg

Date:





GROW PROJECT AGREEMENT 4.1
20.07_TNO_Bolt-and-Beautiful

SIGNED BY:

- 8) **A. For and on behalf of Visiting Project Partner Fraunhofer Gesellschaft zur Förderung d. angewandten Forschung e.V.**

Name: T. Fischer

Date: 26.08.2022

DocuSigned by:

Thomas Fischer

3A9A0ECC84354TC...

Thomas Fischer

Head of r&d department

(11-00178 | 3350_1000012812)

A handwritten signature in blue ink, appearing to be 'DJ', is located at the bottom right of the page.



GROW PROJECT AGREEMENT 4.1
20.07_TNO_Bolt-and-Beautiful

SIGNED BY:

8) B. For and on behalf of Visiting Project Partner Fraunhofer Gesellschaft zur Förderung d. angewandten Forschung e.V.

Name: A. Köhler

Date: 26.08.2022

DocuSigned by:

Alexandra Köhler

591995F8DE36460...

Alexandra Köhler

Legal Counsel

(11-00178 | 3350_1000012812)

A handwritten signature in blue ink, appearing to be 'JF', is located at the bottom right of the page.



GROW PROJECT AGREEMENT 4.1
20.07_TNO_Bolt-and-Beautiful

SIGNED BY:

9) For and on behalf of Visiting Project Partner Gemini Wind Park (Buitengaats C.V.)

Name: B. Hoefakker

DocuSigned by:

Bart Hoefakker

AD336AFA1560440...

Date:
30 August 2022 | 15:17 CEST

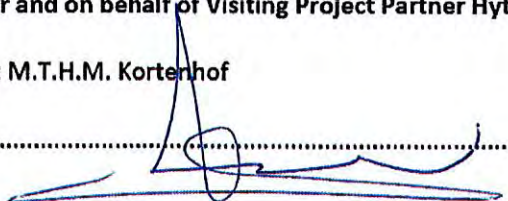
A handwritten signature in blue ink, appearing to be 'Bart Hoefakker', is located at the bottom right of the page.

SIGNED BY:

10) For and on behalf of Visiting Project Partner Hytorc Nederland B.V.

Name: M.T.H.M. Korten Hof

Date:



M.T.H.M. KORTENHOF



SIGNED BY:

11) For and on behalf of Visiting Project Partner ITH GmbH & Co. KG

Name: F. Hohmann

Date:

A blue ink signature of F. Hohmann is written over the date field. The signature is stylized and cursive. Below the signature, the date '16.09.2022' is handwritten in blue ink.

Our external expert Mr. Ralf Glienke will join the project.
He will be hired by ITH & represent ITH in the project.

A blue ink signature is written in the bottom right corner of the page.

SIGNED BY:

12) For and on behalf of Visiting Project Partner KCI the Engineers B.V.

Name: M.W. Groenendijk

Date: 09-08-2022 

SIGNED BY:

13) For and on behalf of Visiting Project Partner Leibniz University Hannover

Name: Oberregierungsrätin S. Meyer

GOTTFRIED WILHELM LEIBNIZ
UNIVERSITÄT HANNOVER
Das Präsidium
im Auftrag

Silke Meyer
Regierungsdirektorin
Dezernentin Finanzen

Date: 06.07.2022

(S. 26)


3




SIGNED BY:

14) For and on behalf of Visiting Project Partner Rijkswaterstaat Grote Projecten en Onderhoud

Name: G. de Raat

Date: **Govertine de Raat** ..Digitaal ondertekend
door Govertine de Raat
Datum: 2022.08.18
14:51:05 +02'00'

A handwritten signature in blue ink, appearing to be 'DJ', is located at the bottom right of the page.

SIGNED BY:

15) For and on behalf of Visiting Project Partner Siemens Gamesa Renewable Energy B.V.

Name: D-P Molenaar

Date:  24.08.2022

SIGNED BY:

16) For and on behalf of Visiting Project Partner Sirris

Name: H. Derache

Date:

A handwritten signature in blue ink, appearing to read 'H. Derache', is written over a horizontal line.The Sirris logo consists of a red stylized 'S' icon followed by the word 'sirris' in a lowercase, sans-serif font.

.....Digitally signed by Herman
Derache (Signature)
Location: Brussels
Date: 2022.08.22 13:06:00
+02'00'

SIGNED BY:

17) For and on behalf of Visiting Project Partner Technische Universiteit Eindhoven

Name: M. Rodenburg



Date:

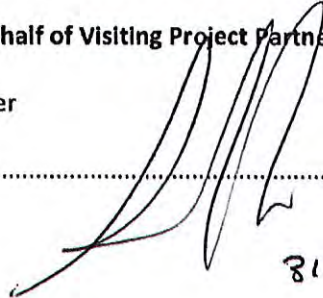


SIGNED BY:

18) For and on behalf of Visiting Project Partner We4Ce Engineering B.V.

Name: A.C. Timmer

Date:



8/6/22



We4Ce B.V.
Twentepoort Oost 53a
7809 RG Almelo • NL
Phone: +31 (0)548 452 722
Website: www.we4ce.eu





GROW PROJECT AGREEMENT 4.1
20.07_TNO_Bolt-and-Beautiful

SIGNED BY:

19) For and on behalf of Visiting Project Partner Westermeerwind B.V.

Name: B. Bult

Date: ..1/9/2022.....

DocuSigned by:

EE4F989095744A3...

A handwritten signature in blue ink, appearing to be 'JB' or similar, located at the bottom right of the page.

SIGNED BY:

20) For and on behalf of Stichting GROW

Name: D. de Jager

Date: 5 September 2022



Appendix A1 Project Plan also known as Project Proposal
Final version Project Proposal including budget template

Appendix A2 Financial Arrangements
Financial Arrangements; see clause 15.1

Appendix B Background list
See next pages

Appendix C Specification of Grow Foundation project contribution and reimbursement
See next pages

Appendix D Business principles
Specification of the business principles for each Party

Appendix E HSSE principles
HSSE principles agreed upon for this Project

Appendix A1 Project Plan also known as Project Proposal

- Project Proposal: 20.07_TNO_Bolt-and-Beautiful_PP_F
- Project Budget: 20.07_TNO_Bolt-and-Beautiful_BUD_F

Appendix A2 Financial Arrangements

There are no additional financial arrangements between the Parties.

Appendix B Background list**1) Project Partner DNV Netherlands B.V.**

As to DNV Netherlands B.V., it is agreed between the parties that, to the best of their knowledge no data, know-how or information of DNV Netherlands B.V. shall be needed by another Party for implementation of the Project

2) Project Partner RWE Offshore Wind Netherlands B.V.

As to RWE Offshore Wind Netherlands B.V., it is agreed between the parties that, to the best of their knowledge no data, know-how or information of RWE Offshore Wind Netherlands B.V. shall be needed by another Party for implementation of the Project.

3) Project Partner Shell Global Solutions International B.V.

As to Shell Global Solutions International B.V., it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Shell Global Solutions International B.V. shall be needed by another Party for implementation of the Project.

4) Project Partner Sif Netherlands B.V.

As to Sif Netherlands B.V., it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Sif Netherlands B.V. shall be needed by another Party for implementation of the Project.

5) Project Partner Technische Universiteit Delft

As to Technische Universiteit Delft, it is agreed between the parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for exploitation
Expertise with advanced modelling of bolts	To be used only for the intended purpose of this project	Not to be exploited beyond the extended purpose of the project.

6) Project Partner TNO (De Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek)

As to TNO (De Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek), it is agreed between the parties that, to the best of their knowledge no data, know-how or information of

TNO (De Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek) shall be needed by another Party for implementation of the Project.

7) Visiting Project Partner Althen Industrial IoT B.V.

As to Visiting Project Partner Althen Industrial IoT B.V. it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Althen Industrial IoT B.V. shall be needed by another Party for implementation of the Project.

8) Visiting Project Partner Fraunhofer Gesellschaft zur Förderung d. angewandten Forschung e.V.

As to Visiting Project Partner Fraunhofer Gesellschaft zur Förderung d. angewandten Forschung e.V. it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Fraunhofer Gesellschaft zur Förderung d. angewandten Forschung e.V. shall be needed by another Party for implementation of the Project.

9) Visiting Project Partner Gemini Wind Park (Buitengaats C.V.)

As to Visiting Project Partner Gemini Wind Park (Buitengaats C.V.) it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Gemini Wind Park (Buitengaats C.V.) shall be needed by another Party for implementation of the Project.

10) Visiting Project Partner Hytorc Nederland B.V.

As to Visiting Project Partner Hytorc Nederland B.V. it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Hytorc Nederland B.V. shall be needed by another Party for implementation of the Project.

11) Visiting Project Partner ITH GmbH & Co. KG

As to Visiting Project Partner Partner ITH GmbH & Co. KG it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Partner ITH GmbH & Co. KG shall be needed by another Party for implementation of the Project.

12) Visiting Project Partner KCI the engineers B.V.

As to Visiting Project Partner KCI the engineers B.V. it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner KCI the engineers B.V. shall be needed by another Party for implementation of the Project.

13) Visiting Project Partner Leibniz University Hannover

As to Visiting Project Partner Leibniz University Hannover it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Leibniz University Hannover shall be needed by another Party for implementation of the Project.

14) Visiting Project Partner Rijkswaterstaat Grote Projecten en Onderhoud

As to Visiting Project Partner Rijkswaterstaat Grote Projecten en Onderhoud it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Rijkswaterstaat Grote Projecten en Onderhoud shall be needed by another Party for implementation of the Project.

15) Visiting Project Partner Siemens Gamesa Renewable Energy B.V.

As to Visiting Project Partner Siemens Gamesa Renewable Energy B.V. it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Siemens Gamesa Renewable Energy B.V. shall be needed by another Party for implementation of the Project.

16) Visiting Project Partner Sirris

As to Visiting Project Partner Sirris it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Sirris shall be needed by another Party for implementation of the Project.

17) Visiting Project Partner Technische Universiteit Eindhoven

As to Visiting Project Partner Technische Universiteit Eindhoven it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Technische Universiteit Eindhoven shall be needed by another Party for implementation of the Project.

18) Visiting Project Partner We4Ce Engineering B.V.

As to Visiting Project Partner We4Ce Engineering B.V. it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner We4Ce Engineering B.V. shall be needed by another Party for implementation of the Project.

19) Visiting Project Partner Westermeerwind B.V.

As to Visiting Project Partner Westermeerwind B.V. it is agreed between the parties that, to the best of their knowledge no data, know-how or information of Visiting Project Partner Westermeerwind B.V. shall be needed by another Party for implementation of the Project.

Appendix C Specification of Grow Foundation project contribution and reimbursement

1 Financial contribution for project management to the GROW Foundation

The GROW Foundation provides the following tasks in this Project:

Task
1. Assist Project Management
2. Internal communication

The GROW Foundation invoices the Project Coordinator TNO €30.000,00 excl. VAT to execute these tasks. The GROW Foundation shall invoice the financial contribution according to the following schedule:

First payment	€ 15.000,00 (excl. VAT)	01-01-2023
Second payment	€ 15.000,00 (excl. VAT)	01-01-2025

2 Financial contribution Visiting Project Partner to the GROW Foundation

The financial contribution of the Visiting Project Partners to the GROW Foundation is as indicated in the following table:

Leibniz University Hannover	€ 7.400,00 (excl. VAT)
Technische Universiteit Eindhoven	€ 5.380,00 (excl. VAT)

TNO, Leibniz University of Hannover and Technische Universiteit Eindhoven have mutually agreed that TNO will pay for the financial contribution of the University of Hannover and Technische Universiteit Eindhoven to the GROW foundation.

The GROW Foundation shall invoice the financial contribution according to the following schedule:

TNO	First payment	€ 6.390,00 (excl. VAT)	01-01-2023
TNO	Second payment	€ 6.390,00 (excl. VAT)	01-01-2025

Appendix D Business principles

Specification of the business principles for each Party

- 1) Project Partner DNV Netherlands B.V.;
<https://www.dnv.com/about/in-brief/corporate-governance.html>
- 2) Project Partner RWE Offshore Wind Netherlands B.V.;
<https://www.rwe.com/en/the-group/compliance/code-of-conduct>
- 3) Project Partner Shell Global Solutions International B.V.;
[http://www.shell.com/sgbp- See article 15](http://www.shell.com/sgbp-See%20article%2015)
<http://www.shell.com/codeofconduct>
- 4) Project Partner Sif Netherlands B.V.;
See clause 5.1
- 5) Project Partner Technische Universiteit Delft;
<https://www.vsnu.nl/files/documenten/Nederlandse%20gedragscode%20wetenschappelijke%20integriteit%202018.pdf>
- 6) Project Partner TNO (De Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek);
<https://www.tno.nl/en/about-tno/mission-and-strategy/tno-code/>
- 7) Visiting Project Partner Althen Industrial IoT B.V.;
See clause 5.1
- 8) Visiting Project Partner Fraunhofer Gesellschaft zur Förderung d. angewandten Forschung e.V.
<https://www.fraunhofer.de/de/ueber-fraunhofer/corporate-responsibility/governance/erklarungen-zur-zusammenarbeit.html>
- 9) Visiting Project Partner Gemini Wind Park (Buitengaats C.V.);
See clause 5.1
- 10) Visiting Project Partner Hytorc Nederland B.V.;
See clause 5.1
- 11) Visiting Project Partner ITH GmbH & Co. KG;
See clause 5.1
- 12) Visiting Project Partner KCI the engineers B.V.;
See clause 5.1
- 13) Visiting Project Partner Leibniz University Hannover;
<https://www.uni-hannover.de/en/universitaet/profil/leitbild-und-leitlinien/>
- 14) Visiting Project Partner Rijkswaterstaat Grote Projecten en Onderhoud;
<https://www.rijkswaterstaat.nl/over-ons/onze-organisatie/onze-missie>
- 15) Visiting Project Partner Siemens Gamesa Renewable Energy B.V.;
See clause 5.1
- 16) Visiting Project Partner Sirris;
<https://www.sirris.be/about>
- 17) Visiting Project Partner Technische Universiteit Eindhoven;
See clause 5.1
- 18) Visiting Project Partner We4Ce Engineering B.V.;;
See clause 5.1
- 19) Visiting Project Partner Westermeerwind B.V.;
See clause 5.1]



Appendix E HSSE principles

GEM-HSSE-0013-Gemini Wind Park HSE Manual