



General purchasing terms and conditions Pon (version December 2025)

Section 1 – Definitions

1.1. In these general purchasing terms and conditions, the following terms are defined as follows:

Agreement:	Any agreement between Parties on provision of the Performance, including framework agreements and separate engagements.
BCM plan:	Business Continuity Management plan with procedures for rectification, contingency, critical resource availability, and continued Performance.
Group Company:	An entity directly or indirectly controlled by Pon Holdings B.V., as referred to in Section 2:24b of the Dutch Civil Code, as well as Pon Holdings B.V. itself.
Party/Parties:	Pon and Supplier, each separately as Party and jointly as Parties.
Performance:	The supplying of goods, services, or work by Supplier to Pon, including associated designs, documentation, or derived performance. If the Performance consists (or also consists) of ICT services, then Performance will also be taken to mean any ICT-related delivery, such as making software or systems accessible, managing and supporting them online (for example SaaS), including data processing, storage, security, support, and other related functionalities or services.
Pon Data:	All information, data, and files – whether digital or hard copy – relating to Pon's business operations that Supplier manages or holds, including personal data.
Pon:	The Group Company that acquires the Performance from Supplier.
Supplier:	The Party entering into an Agreement with Pon for delivery of the Performance.

Artikel 2 – Applicability

- 2.1. These general purchasing terms and conditions apply to all calls for tenders, quotations, engagements, orders, agreements, and other arrangements concerning the Performance.
- 2.2. Deviations from these general purchasing terms and conditions only apply if agreed in writing.
- 2.3. General terms and conditions of Supplier do not apply.
- 2.4. The rights accruing to Pon under these general purchasing terms and conditions may also be invoked by the other Group Companies. A Group Company is not liable (whether jointly or severally) for performance of an obligation of another Group Company.

Artikel 3 – Conclusion of the Agreement

- 3.1. Supplier's quotations will be valid for a minimum of 60 days. All costs for preparing a quotation will be borne by Supplier.
- 3.2. An Agreement will only be established when Pon accepts an offer from Supplier in writing. Verbal arrangements are only binding after written confirmation by Pon.
- 3.3. Pon is not obliged to acquire any minimum quantity. The collaboration is non-exclusive.

Artikel 4 – Prices

- 4.1. All prices shall be in euros, exclusive of VAT, and including all other charges, taxes, and levies.
- 4.2. Prices shall be fixed for the duration of the Agreement.



Artikel 5 – Invoicing and payment

- 5.1. Pon will pay within 30 days of receipt of the correct invoice, provided that the Performance has been delivered as agreed. If a shorter payment period is prescribed by law, that shorter payment period applies.
- 5.2. Invoices from Supplier must comply with the statutory requirements and Pon's instructions.
- 5.3. Supplier will send the invoice within 90 days of delivery; if it fails to do so, Pon will no longer be required to pay.
- 5.4. If Pon does not pay an invoice because of an obvious inaccuracy or because of defects in the Performance, this does not give Supplier the right to suspend performance of the Agreement or to terminate the Agreement.
- 5.5. Payment does not mean that Pon waives its rights.
- 5.6. Pon is entitled to set off any outstanding claims of Supplier on Pon against any amounts that Pon, for whatever reason, may claim from Supplier.

Artikel 6 – Additional work

- 6.1. Pon will pay for additional work only if it has issued written instructions for such work or if there are circumstances that are not reasonably for Supplier's account. Work that Supplier could have foreseen in order to deliver the Performance correctly will not count as additional work.
- 6.2. If Supplier anticipates additional work, it will inform Pon as soon as possible. In doing so, Supplier will provide a fixed price quotation and an adjusted schedule and/or delivery date. Supplier will carry out the additional work only after receiving written instructions from Pon. Additional work is also subject to these general purchasing terms and conditions.

Artikel 7 – Delivery of goods

This Section 7 applies only if the Performance consists of the delivery of goods.

- 7.1. Delivery of goods will take place in the manner and at the time arranged for in the Agreement. Delivery will be Delivered Duty Paid (DDP) (Incoterms latest version).
- 7.2. Supplier will pack the goods properly and in accordance with the statutory and agreed requirements. Each shipment will include a packing list.
- 7.3. Partial deliveries or deviations in quantity will not be permitted without Pon's prior written consent.
- 7.4. Delivery will only be final once Pon has taken delivery of the goods. Taking delivery of the goods does not mean that Pon considers the goods to have been approved.
- 7.5. Ownership of goods will pass to Pon upon receipt. If Pon has paid for the goods in advance, ownership will already pass upon payment.
- 7.6. Until Pon has taken delivery of the goods, the goods will be at the risk of Supplier. If the delivery is rejected (see article 9), the risk will remain with Supplier.
- 7.7. At Pon's request, Supplier will take back packaging materials free of charge. Return of (loaned) packaging will take place at Supplier's expense and risk to a location specified by Supplier.

Artikel 8 – Provision of services

This Section 8 applies only if the Performance consists of the provision of services.

- 8.1. Supplier will perform the services in a professional and careful manner, according to the latest state of technology and without interruptions.
- 8.2. Supplier will be responsible for and will itself arrange for all resources (and auxiliary resources), persons, and/or third parties necessary for provision of the services.
- 8.3. The employees and/or third parties deployed by Supplier must have the appropriate qualifications, experience, and knowledge, as well as the required diplomas and accreditation. Pon may impose additional requirements, such as a Certificate of Good Conduct (in Dutch: Verklaring omtrent Gedrag).
- 8.4. If an employee and/or third party is unavailable or, in Pon's opinion, is unsuitable, Supplier will provide a suitable replacement in good time, at no additional cost to Pon.



Artikel 9 – Timely delivery and acceptance

- 9.1. If Supplier exceeds an agreed delivery time, it will be in default. If a delay is imminent, Supplier will immediately notify Pon in writing. Such notification will not affect any consequences or liability on the part of Supplier. If the delivery period is exceeded by more than 10 calendar days, Supplier will immediately owe a penalty of 5% of the agreed price for the Performance, plus an additional 1% per week that the delay continues. This penalty will not supersede Pon's other rights. Statutory commercial interest will be immediately payable on the penalty.
- 9.2. If requested by Pon, Supplier will offer the Performance (or parts thereof) for acceptance. Supplier will cooperate fully with this.
- 9.3. Rejected products or materials must be collected by Supplier at Pon's first request as soon as possible. If Supplier fails to collect them within a reasonable period, Pon may return or destroy them at Supplier's expense and risk.
- 9.4. Pon is not bound by any deadline set by Supplier for reporting defects or complaints.

Artikel 10 – Materials and resources

- 10.1. Materials and resources supplied or paid for by Pon are the property of Pon. Supplier will manage them carefully, will use them only for Pon, and will provide them to Pon upon Pon's first request.

Artikel 11 – Confidentiality and use of information

- 11.1. Parties are obliged to keep confidential all information received from each other whose confidential nature can reasonably be assumed. Pon Data is always considered confidential information of Pon. Only employees who need the information for performance of the Agreement may have access to confidential information.
- 11.2. The confidentiality obligation does not apply to information if the receiving Party can demonstrate that it:
 - was already lawfully in its possession without a confidentiality obligation applying;
 - was already public at the time of receipt, other than through the receiving Party's own actions;
 - was lawfully obtained from a third party not bound by confidentiality;
 - was developed independently without using confidential information of the other Party; or
 - must be shared on the basis of a statutory duty (with the other Party being informed in writing to the extent legally permitted).
- 11.3. Parties will ensure that everyone involved in performance of the Agreement on their behalf complies with the duty of confidentiality set out in this article. At Pon's request, Supplier will have relevant employees and third parties sign a confidentiality statement provided by Pon.
- 11.4. All information collected by Supplier in connection with the Performance may only be used for provision of the Performance. Supplier will provide this information at Pon's first request in the required format, will not share it with third parties, and will not modify or destroy it without Pon's consent. If such information is subject to intellectual property rights, Supplier will transfer such rights to Pon upon request.

Artikel 12 – Intellectual property

- 12.1. Intellectual property rights utilised in connection with the Performance and already held by Supplier prior to the Agreement will remain the property of Supplier. Supplier grants Pon a non-exclusive, unlimited, and transferable right of use to utilise the Performance for anything related to Pon's business operations.
- 12.2. Supplier warrants that the Performance (including any use or resale thereof) does not infringe any (intellectual property) rights of third parties.
- 12.3. Supplier will indemnify Pon against third-party claims due to infringement of the rights referred to in article 12.2 and provide compensation for all loss/harm resulting therefrom.
- 12.4. All intellectual property and other rights – including rights to know-how, methods, Pon Data, reports, documentation, inventions, and improvements – arising from the cooperation between Parties will belong entirely to Pon. Supplier hereby transfers these rights, to the extent necessary, in advance and free of charge to Pon, and provides all necessary cooperation for the transfer and registration.



Supplier hereby irrevocably authorizes Pon to perform all actions necessary to effectuate this transfer and registration.

- 12.5. Supplier may not use the name, trade name, or logo of Pon or any Group Company for marketing or promotional purposes. This includes mentioning Pon as a reference or customer on websites or in other publication materials. This prohibition may only be deviated from with the prior written consent of Pon.

Artikel 13 – Privacy and personal data

- 13.1. Parties are obliged to keep personal data confidential in accordance with the General Data Protection Regulation (GDPR) and related legislation and regulations.
- 13.2. Parties acknowledge that under the Agreement they are both controllers as regards the processing of all personal data, unless Parties expressly agree that one of them is a processor on behalf of the other. In such case, Supplier will strictly adhere to the provisions of the Pon Data Processing Agreement. If applicable, the Pon Data Processing Agreement will be attached by Pon to the Agreement as an annex.
- 13.3. Failure by Supplier to perform any obligation under the Pon Data Processing Agreement will entitle Pon to terminate or dissolve the Agreement with immediate effect.
- 13.4. Pon processes personal data in accordance with the privacy statement, which can be found at <https://pon.com/en/privacy-statement/>.

Artikel 14 – Deployment of artificial intelligence

- 14.1. If Supplier makes use of artificial intelligence (AI) in the context of the Performance, Supplier bears responsibility for the operation and transparency of these technologies. Supplier will ensure that such AI solutions:
- do not lead to unwanted biases, discriminatory outcomes, or unlawful decisions;
 - are regularly reviewed for accuracy, ethics, and transparency;
 - are adjusted as necessary or at the request of Pon; and
 - provide sufficient insight into their operation for Pon to understand it.
- 14.2. Supplier declares that the data provided by Pon or processed through the AI solutions:
- will only be used for the agreed purpose and in accordance with the applicable legislation on the protection of (personal) data (such as the GDPR);
 - will be used only within a controlled, closed environment to which no third-party access is permitted; and
 - will not be used for further development or training of AI algorithms of Supplier or third parties without Pon's prior written consent.
- 14.3. All content generated by or using AI under the Agreement will be the exclusive property of Pon. This also applies to the underlying prompts and interim results developed specifically for Pon.
- 14.4. Supplier warrants that it holds all necessary rights and licences for utilisation of the deployed AI solutions and tools. Pon may make free and unrestricted commercial use of the output generated with these.
- 14.5. Supplier indemnifies Pon against third-party claims arising from the use of these AI solutions and tools or the output generated with them.

Artikel 15 – Warranty

- 15.1. Supplier warrants that:
- the Performance meets the promised and reasonably expected properties, the agreed specifications and/or approved drawings, samples, or models;
 - the Performance has no defects and is free of third-party rights;
 - the Performance is fit for the intended purpose and complies with applicable industry rules, applicable legislation, and regulations and safety requirements; and
 - that Supplier has the appropriate expertise, certifications, and resources to provide the Performance in a professional manner.



- 15.2. If the Performance fails to comply with the warranties in article 15.1, Supplier will immediately rectify or replace it at its expense and in accordance with Pon's instructions. If Supplier fails to do so within a reasonable period, Pon may arrange rectification or replacement itself at Supplier's expense. Pon reserves all its other rights.
- 15.3. Pon may invoke the warranty in article 15.1 for at least two years after delivery and acceptance of the Performance. Article 6:89 of the Dutch Civil Code does not apply.

Artikel 16 – Liability

- 16.1. Supplier is liable for all loss/harm sustained by Pon as a result of a shortcoming, wrongful act, or negligence on the part of Supplier, its employees, or third parties that it engages.
- 16.2. Supplier will indemnify Pon against all third-party claims in connection with performance of the Agreement.
- 16.3. Supplier has taken out adequate liability insurance with minimum coverage of € 5,000,000 per claim. At Pon's request, Supplier will provide a copy of the insurance certificate. This insurance obligation also extends to resources used in performance of the Agreement.
- 16.4. Pon will not be liable for loss/harm sustained by Supplier unless such loss/harm is the result of intent or deliberate recklessness on the part of Pon's executives.

Artikel 17 – Force majeure

- 17.1. In the event of force majeure within the meaning of article 6:75 of the Dutch Civil Code, obligations under the Agreement will be suspended for as long as the force majeure continues, without Parties being reciprocally obliged to pay damages for loss/harm that it causes. The Party that considers that a force majeure situation applies must inform the other Party to that effect in writing as soon as possible. If the force majeure lasts longer than thirty (30) days, the other Party may terminate or dissolve (or partially dissolve) the Agreement with immediate effect, without becoming liable to pay damages to the Party that invokes force majeure.
- 17.2. In any event, the following shall not be considered force majeure on the part of Supplier: (i) staff shortages or internal strikes, (ii) failure on the part of third parties engaged by Supplier, (iii) failure of auxiliary materials, (iv) liquidity/financial problems on the part of Supplier, or (v) governmental measures specific to Supplier or its business situation. To clarify, the foregoing is a non-exhaustive list of circumstances that do not constitute force majeure as referred to in article 6:75 of the Dutch Civil Code.
- 17.3. Should a force majeure situation adversely affect Pon, Pon will be entitled to renegotiate and/or suspend its obligations, without liability for resulting loss/harm that affects Supplier.
- 17.4. If a suspension under article 17.1 lasts longer than 90 days, either Party may terminate or dissolve the Agreement with immediate effect without any liability for damages.

Artikel 18 – Cybersecurity

- 18.1. Supplier will take appropriate technical and organisational measures to secure its systems and Pon Data. Such measures will ensure an appropriate risk-based level of security, taking into account the state of technology and the cost of implementing the measures. The measures must be based on a risk assessment and must comply with the usual market standards.
- 18.2. In the event of a cyber incident potentially affecting Pon, Supplier will notify Pon immediately and will cooperate in rectifying and mitigating the damage.
- 18.3. Supplier will regularly review its security measures and will adjust them where necessary to counter new threats. Pon is entitled to inspect these measures on request and to monitor compliance.

Artikel 19 – Hiring in and prevention of labour market fraud

- 19.1. Supplier complies with all relevant legislation and regulations regarding conditions of employment, collective labour agreements and tax obligations, and clearly records all arrangements regarding employment conditions.



- 19.2. If requested, Supplier will give competent authorities and/or Pon access to said arrangements and will cooperate with checks, audits, or wage validation if requested by a competent authority and in compliance with privacy legislation.
- 19.3. Supplier will impose the obligations of article 19.1 and 19.2 in full, on all parties that it engages for performance of the Agreement.
- 19.4. Supplier indemnifies Pon against claims by third parties (including the Tax Authorities) for non-compliance with employment law or tax obligations by itself or by third parties that it engages for performance of the Agreement.
- 19.5. At Pon's request, Supplier will provide Pon with a copy of a current 'payment history report' (in Dutch: verklaring inzake betalingsgedrag) issued to it by the Tax Authorities.
- 19.6. If Pon is at risk of being held liable for wage tax, contributions or the income-related healthcare insurance act contribution (in Dutch: inkomensafhankelijke bijdrage Zorgverzekeringswet), Pon will be entitled to deposit at least 25% of the invoice amount in a blocked G account of Supplier as referred to in the Collection of State Taxes Act 1990 (in Dutch: Invorderingswet 1990). Payment by Pon into such account will be deemed to effectuate discharge.

Artikel 20 – Non-solicitation clause

- 20.1. During the term of the Agreement and for one year after its expiry, Supplier will refrain from approaching, recruiting, or employing employees of Pon.

Artikel 21 – Termination and consequences

- 21.1. Pon may terminate the Agreement at any time at 3 months' notice, without being liable for damages.
- 21.2. Either Party may terminate or dissolve the Agreement with immediate effect, without being liable for damages, if:
 - a. the other Party fails to perform an obligation and does not rectify such shortcoming within 30 days of receipt of a written notice of default;
 - b. there is a suspension of payments or insolvency (applied for or declared) on the part of the other Party.
- 21.3. Pon, moreover, may terminate or dissolve the Agreement with immediate effect, without being liable for damages, if:
 - a. the business activities of Supplier or of Pon are terminated;
 - b. a person or entity other than Supplier's current parent company, directly or indirectly, (i) acquires more than 50% of the shares in the capital of Supplier, or (ii) acquires or exercises more than 50% of the voting rights in the general meeting of Supplier.
- 21.4. Upon termination (or partial termination) of the Agreement, Supplier will be obliged:
 - a. to provide Pon, free of charge, with all data and materials developed under the Agreement, as well as information and data reasonably required by Pon for continuation or completion of the Performance;
 - b. to transfer to Pon all Pon Data, in a form prescribed by Pon, free of charge;
 - c. to cooperate fully, free of charge, with a smooth transfer to Pon or a third party designated by Pon;
 - d. at the request of Pon to continue the Performance for a maximum of six months under the same conditions as laid down in the Agreement.
- 21.5. Claims by Pon against Supplier will become immediately due and payable upon termination of the Agreement.

Artikel 22 – Environmental, social & governance

- 22.1. Environmental, Social & Governance (ESG) means all statutorily and/or internationally recognised environmental, social, and governance standards and requirements including those arising from the EU's Corporate Sustainability Reporting Directive.
- 22.2. Supplier declares and warrants that it will comply with applicable legislation, ESG standards, and (other) ethical and responsible conduct standards. More specifically, Supplier declares and warrants that it will act in accordance with Pon's Business Partner Code of Conduct.



- 22.3. Supplier will, upon Pon's first request, furnish all (reasonable) cooperation, support, information, and documents that Pon needs to comply with all reporting and disclosure requirements and standards under applicable legislation or ESG standards.
- 22.4. Supplier will ensure that it imposes the provisions of this article on any subcontractors engaged by it and all parties in Supplier's supply chain in connection with the Performance to be delivered to Pon.
- 22.5. Pon may terminate or dissolve the Agreement with immediate effect if Supplier fails to comply fully with the provisions of this section.

Artikel 23 – Engagement of third parties

- 23.1. The engagement of third parties in the context of the Performance by Supplier is only permitted with the prior written consent of Pon. Even after such consent has been granted, Supplier remains fully responsible and liable for the correct and timely performance of its obligations.

Artikel 24 – Miscellaneous

- 24.1. If Pon is entitled to impose a penalty on Supplier, such penalty will never supersede any other rights of Pon, such as the right to damages or the right to performance.
- 24.2. Pon may unilaterally amend these purchasing terms and conditions in the event of amended legislation and regulations or internal policy changes. Pon will inform Supplier of such in writing and will observe a reasonable period before the changes take effect. If the amendment demonstrably has significant consequences for Supplier, Parties will consult with each other.
- 24.3. Supplier may not assign some or all of its rights and obligations under the Agreement without Pon's prior written consent. This prohibition does not apply to the transfer or pledging of registered monetary claims as referred to in article 3:83 of the Dutch Civil Code.
- 24.4. Pon may transfer the Agreement and its associated rights and obligations (in whole or in part) to another company. Pon does not require Supplier's permission to do so.

Artikel 25 – Governing law and competent court

- 25.1. The legal relationship between Parties is governed exclusively by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 25.2. All disputes between Parties will be submitted in the first instance to the District Court for Midden-Nederland, Utrecht location.

Articles 26 to 33 below apply in addition if the Performance (also) consists of the provision of ICT services.

Artikel 26 – Access and use of the Service

- 26.1. Pon will have access to the Performance for the period specified in the Agreement. If no period is specified in the Agreement, access is not limited in time (perpetual). Access to the Performance is non-exclusive and non-transferable to third parties.
- 26.2. If the Performance is made available in the form of IaaS, PaaS or SaaS, Supplier shall provide:
 - a. a Pon-wide license with an unlimited number of users; or
 - b. a flexible licensing model in which expansion or limitation of the number of users on a monthly basis is determined and can be changed at the request of Pon.
- 26.3. Use of the Performance is not limited to specific users, locations or systems. Pon may use the Performance within its own organisation (including the dealer organisations) and have it used by third parties who work for Pon.
- 26.4. If Supplier structurally fails to comply with its obligations, Pon may, at the expense of Supplier, take technical or organisational measures to ensure the continuity of the Performance or the availability of the Pon Data, insofar as this is reasonably possible.

Artikel 27 – Warranty and service level agreement

- 27.1. Up to three months after delivery, or after acceptance if a test has been agreed, Supplier will resolve errors in the Performance that Pon reports during that period. Supplier immediately addresses



reported errors. If Supplier does not do so in time, even after a written warning from Pon, Pon may have the errors corrected itself or through third parties at Supplier's expense.

- 27.2. A service level agreement is part of the Agreement. Supplier cooperates in recording agreements in the service level agreement.

Artikel 28 – Quality

- 28.1. Supplier shall provide the Performance competently, carefully and in accordance with the agreed specifications, performance and service levels. The Performance operates as promised, without defects and without unwanted code or security risks.
- 28.2. Supplier warrants that the Performance complies with common industry norms and standards, including security standards such as ISO 27001, SOC 2 or equivalent. At Pon's request, Supplier will provide up-to-date certificates, audit reports or statements showing compliance with these standards.
- 28.3. When developing software, Parties carefully record the specifications in the Agreement. Supplier carries out the development with care and complies with the Pon standards (see: <https://pondigitalsolutions.github.io/restful-api-guidelines/#>). The following principles apply to the choice of standards to be used:
- a. interoperability with systems used by Pon;
 - b. easy management; and
 - c. reduction of costs.
- 28.4. Supplier regularly adjusts the Performance to improve quality, safety or usability. Supplier will inform Pon in a timely manner of any relevant changes that may have an impact on use.
- 28.5. Supplier guarantees that the Performance continues to function stably and reliably even under peak load.

Artikel 29 – Security

- 29.1. In addition to the requirements referred to in article 28, Supplier complies with the Pon security guidelines.
- 29.2. Supplier shall evaluate itself to ensure and, where necessary, improve compliance with applicable security obligations.
- 29.3. Supplier ensures that third parties do not have access to the Pon Data. Only employees for whom this is necessary for the performance of the Performance are granted access on the basis of the need-to-know principle. At Pon's request, Supplier immediately provides all information about the authorisations and access rights granted.
- 29.4. Supplier shall ensure that the security risks associated with the Performance are known and assessed and recorded. Based on the assessment and inventory of the aforementioned security risks by Supplier, it will draw up a security plan that will be periodically renewed. This security plan is shared with Pon at Pon's first request.
- 29.5. Supplier shall designate a single point of contact for all communication on all aspects of Supplier's information security.
- 29.6. Supplier will report all information security incidents relating to the Performance immediately, but no later than within 24 hours of the discovery of an information security incident.
- 29.7. Processing of the Pon Data will always take place within the EEA, unless Parties have made additional agreements in this regard.
- 29.8. If the contracting Group Company is subject to European cybersecurity regulations, such as the NIS2 Directive, Supplier will take additional measures and provide information necessary to enable the contracting Group Company to comply with its obligations.

Artikel 30 – Research and updates

- 30.1. Supplier shall ensure timely and correct maintenance of the Performance, including correcting errors, resolving malfunctions and performing updates and improvements.



- 30.2. Maintenance work is carried out in a way that causes as little disruption as possible to Pon. If the Performance is temporarily unavailable, Supplier will inform Pon of this in good time, and in the event of emergency maintenance as soon as possible.
- 30.3. Updates and new versions may not have a negative impact on the operation, security or functionalities of the Performance agreed upon at the start of the Agreement. Earlier versions will remain available as long as reasonably possible.
- 30.4. All maintenance work and updates are included in the fee paid by Pon for the Performance.

Artikel 31 – Divestments

- 31.1. If Pon sells, privatizes or transfers part of its activities, Pon may require Supplier to continue to provide the Performance to the entity concerned or its acquirer for a maximum of twelve (12) months under unchanged conditions.
- 31.2. Supplier delivers the Performance under at least equivalent conditions as agreed with Pon, provided that the acquiring party conforms in writing to the relevant provisions of the Agreement.
- 31.3. Supplier shall cooperate fully in a smooth transition of the Performance to the transferee, including the transfer of the Pon Data, documentation, access and support, in a manner that ensures the continuity of the business operations of the entity concerned.
- 31.4. Parties shall agree in good time whether and how the transferee will continue to provide the services independently after the end of the period referred to in article 31.1.
- 31.5. If applicable, the volume of the Performance at Pon will be adjusted accordingly without entitlement to any compensation or compensation for Supplier.

Artikel 32 – Continuity and BCM

- 32.1. Supplier shall take appropriate measures to ensure the continuity of the Performance and to be able to recover quickly in the event of disruptions. At Pon's request, Supplier is responsible for drawing up, implementing and maintaining a BCM plan.
- 32.2. If requested by Pon, Supplier will deposit essential parts of the Performance (such as source code, configurations or key information) with an independent third party. Supplier will ensure that this third party gives the materials to Pon free of charge and without additional conditions in the event of a serious shortcoming, bankruptcy or suspension of payment by Supplier.
- 32.3. Supplier regularly makes backups of the Pon Data and tests their recoverability. Any BCM plan integrates the backup and recovery procedures. Upon request, Supplier demonstrates that these procedures are effective.
- 32.4. Supplier tests the BCM plan periodically and has this plan assessed at its own expense by an independent external party, such as an IT auditor or accountant. Supplier provides the test report to Pon and immediately corrects shortcomings.

Artikel 33 – Exit from an ICT Performance

- 33.1. Upon termination or expiry of the Agreement, Supplier will fully cooperate with the technical transfer of the Performance to Pon or a third party designated by Pon.
- 33.2. This cooperation shall in any case include:
 - a. access to helpdesk and change requests, backups, documentation, configurations and settings;
 - b. deployment of employees with relevant technical knowledge; and
 - c. transfer of digital components or settings that are essential for the continuation of the Performance.
- 33.3. At Pon's request, Supplier will cooperate in drawing up and implementing a transfer plan containing timelines, responsibilities and practical agreements.
- 33.4. If parts of the Performance are provided by third parties (such as licenses or platforms), Supplier will make every effort to enable transfer or continuation thereof for Pon or a successor party, without additional costs or limitations.