

## **GENERAL TERMS AND CONDITIONS FRISSE BLIKKEN**

### **Article 1. Principles and Definitions**

1. These general terms and conditions (hereinafter referred to as "General Terms and Conditions") apply to all quotations issued by Frisse Blikken to the other contracting party (hereinafter referred to as "the Client"), all agreements concluded between Frisse Blikken and the Client (hereinafter referred to as "the Parties" and each individually as a "Party"), including a plan of action, as well as all future agreements and other contractual relationships to be concluded between the Parties.

2. In the event of any inconsistency between a provision of an explicit written agreement between the Parties and these General Terms and Conditions, the provisions of the agreement shall prevail. In the event of any inconsistency between the General Terms and Conditions and a plan of action, the General Terms and Conditions shall prevail. These General Terms and Conditions are a translation of the applicable Dutch version which are available at Frisse Blikken's website. In case of any inconsistencies between this version and the Dutch version, the Dutch version prevails.

3. The applicability of any purchasing or other terms and conditions of the Client is expressly rejected. The signing or (implied) acceptance by Frisse Blikken of any documents from the Client on which such general terms and conditions are declared applicable (for example, pre-printed on letterhead) shall never be deemed as acceptance thereof, unless explicitly agreed otherwise.

4. If more than one natural and/or legal person acts or behaves as the Client, all such persons shall be jointly and severally liable to Frisse Blikken for the obligations arising from the agreement.

5. The silent non-application of a provision of these General Terms and Conditions by Frisse Blikken shall never constitute a waiver of rights nor lead to any forfeiture of rights (*verval van recht*).

6. In these General Terms and Conditions, "Intellectual Property Rights" shall mean all intellectual property rights, including but not limited to copyrights (*auteursrechten*), trademark rights, patent rights, and trade name rights, with respect to any work, including software, websites, databases, data files, equipment, training, assessment and examination materials, and/or other materials, whether or not electronically recorded, such as analyses, designs, documentation, reports, quotations, as well as preparatory materials thereof.

7. In these General Terms and Conditions, "Frisse Blikken" shall mean Frisse Blikken - Ondernemen met Talent B.V. and any subsidiary and/or sister company and any other affiliated company that has declared these General Terms and Conditions applicable to itself in relation to the other Party.

8. In these General Terms and Conditions, "Frisse Blikker" shall mean a young professional employed by Frisse Blikken and performing work for the Client based on the agreement. With the exception of Freelancers, the Frisse Blikker is subject to the direction and supervision (*leiding en toezicht*) of the Manager.

9. In these General Terms and Conditions, "Manager" shall mean the manager of the Frisse Blikker (who is not a Freelancers) working at Frisse Blikken. This manager advises and supports the Frisse Blikker to maximize the assignment and the Frisse Blikker's development and ensures the further development of the Frisse Blikker's expertise. The Frisse Blikker reports sickness and discusses the progress of the work under the agreement with the manager.

10. In these General Terms and Conditions, "Agreement" shall mean the quotation signed by the Client or the agreement signed by the Parties. In both cases, the General Terms and Conditions shall apply to the Agreement.

11. In these General Terms and Conditions, "Freelancer" shall mean a young professional who carries out his work as an independent contractor without employees (whether or not through a sole proprietorship or a

company) (*zelfstandige zonder personeel*). Freelancers carry out their work without the direction and supervision (*leiding en toezicht*) of the Client or Frisse Blikken.

## **Article 2. Quotations**

1. All quotations from Frisse Blikken are non-binding and valid for a period of 14 days from the date stated, unless otherwise indicated.
2. If the client makes reservations or modifications to the quotation in their acceptance, the Agreement will only come into effect if Frisse Blikken has communicated in writing its agreement with these deviations from the quotation.

## **Article 3. Formation, Duration, and Termination of Agreement**

1. Confirmation of the assignment by the Client shall be done through digital signing, in writing, or via email.
2. The assignment is granted for the agreed duration. The Agreement shall commence upon signing. If the Agreement has not been signed yet, but the Frisse Blikker has already commenced the activities, the Agreement shall be deemed to have been concluded at the start of the activities.
3. The Agreement terminates automatically upon the expiration of the agreed duration or earlier as a result of termination as described in sub clause 4 of this article.
4. The Agreement may be terminated by registered letter (with confirmation of receipt) if the Client or Frisse Blikken, despite a duly motivated, written, and detailed notice of default (*ingebrekestelling*), providing the defaulting party with a reasonable period to remedy the breach, continues to fail materially in the performance of one or more obligations arising from the Agreement and its accompanying conditions, or if the Client or Frisse Blikken is declared bankrupt, granted suspension of payment, or liquidates or discontinues its business.
5. In the event of termination (*ontbinding*), the termination shall only have an effect on obligations arising after the moment of termination and shall therefore not give rise to any obligations to undo past performance (*ongedaanmakingsverplichtingen*).
6. Article 7:408 of the Dutch Civil Code is explicitly excluded. The Client is also not allowed to reduce or have the services subject to the Agreement performed by a third party without prior written consent from Frisse Blikken.

## **Article 4. Timing**

1. All deadlines mentioned by Frisse Blikken are determined to the best of their knowledge based on the information available to Frisse Blikken at the time of entering into the Agreement, and they will be observed as much as possible.
2. To the extent that delivery dates and/or deadlines are specified in the Agreement, they are indicative and do not constitute strict deadlines (*fatale termijnen*) unless expressly stated otherwise. In all cases, even if the Parties have expressly agreed upon a final deadline in writing, Frisse Blikken will only be in default (*verzuim*) after the Client has duly, specifically, and in writing put Frisse Blikken in default, providing a reasonable period in the notice of default (*ingebrekestelling*), and Frisse Blikken still fails to perform properly after the expiration of that reasonable period.
3. If there is a risk of exceeding any deadline, Frisse Blikken and the Client shall enter into consultation as soon as possible.

## **Article 5. Workplace, Responsibility, and Delegation of Obligations**

1. If the Client requests services to be performed at their location, the Client shall provide a suitable and representative workspace, including telephone and/or data connection, free of charge. The Client is obligated to ensure working conditions for Frisse Blikker that comply with all requirements imposed by law, either by Frisse Blikker or by a public authority. The Client shall indemnify Frisse Blikker against claims from Frisse Blikker (pursuant to article 7:658, 7:611, and/or 6:162 of the Dutch Civil Code) for compensation of damages (including costs, including legal fees) suffered in the course of performing their duties at the Client's premises.
2. In the event that the non-compliance with the provisions of article 5, paragraph 1, should result in Frisse Blikken being liable to Frisse Blikker for any amount other than provided for in the employment contract concluded with Frisse Blikker, the Client shall be obliged to pay such amount to Frisse Blikken.
3. The Client shall provide Frisse Blikken with all necessary information and cooperation in a timely manner that is reasonably required for the execution of the Agreement. The Client warrants that the information provided by them is accurate and complete and shall ensure timely submission in accordance with any requested formats and instructions, even if the provided information originates from or through third parties.
4. If the Client believes that any inaccuracies are committed by Frisse Blikken (including a Frisse Blikker) in the execution of this Agreement, the Client shall immediately notify Frisse Blikken in writing, in such a way that Frisse Blikken can rectify the relevant inaccuracy and/or adjust its services to prevent future inaccuracies. The Client shall be responsible for any costs incurred by Frisse Blikken to rectify such inaccuracies if they are not promptly reported by the Client after becoming aware of them or if it appears that the Client should have reasonably discovered them earlier.
5. The Client shall ensure that Frisse Blikken is promptly informed of any (changed) facts and circumstances that may be relevant to the execution of the Agreement.

## **Article 6. Liability, Execution of Agreement, and Confidentiality**

1. Frisse Blikken and Frisse Blikker shall make efforts (*inspannen*) to achieve the goals set out in the Agreement.
2. Each Frisse Blikker has a Manager who serves as the contact person for both the Client and the Frisse Blikker. Additionally, the Frisse Blikker utilizes an extensive network of specialists working within Frisse Blikken for the purpose of knowledge sharing, seeking advice, and resolving issues at the Client's premises.
3. The Frisse Blikker (excluding self-employed individuals) carries out the agreed-upon activities under the direction and supervision (*leiding en toezicht*) of Frisse Blikken and reports to their Manager.
4. The Frisse Blikker independently organizes their activities (whether or not in consultation with the Manager). The Client may provide instructions and guidelines regarding the desired outcome of a task under the Agreement, and, to the extent necessary for the execution of the Agreement, collaboration with others may be coordinated to ensure optimal performance. If necessary for the work, the Frisse Blikker shall adhere to the working hours of the Client.
5. Unless there is intent (*opzet*) or gross negligence (*bewuste roekeloosheid*), Frisse Blikken excludes all liability for damages arising from or related to the execution of the activities by Frisse Blikken, including a Frisse Blikker. A condition for any right to compensation is that the Client notifies Frisse Blikken of the damage as soon as possible (and in any case no later than two (2) months after its occurrence) in writing.
6. Frisse Blikken indemnifies the Client, both in and out of court, against any claims from the Frisse Blikker regarding overdue wages and/or benefits.

7. The Parties shall observe strict confidentiality with respect to all information that comes to their knowledge in the context of the execution of the Agreement, and which they know or reasonably should know is of a confidential nature, unless disclosure is permitted or required by law or by a court.

8. Frisse Blikken shall require the Frisse Blikker to adhere to a confidentiality obligation regarding all data of the Client that the Frisse Blikker becomes aware of or has access to during the term of their assignment.

#### **Article 7. Intellectual Property**

1. All Intellectual Property Rights of Frisse Blikken shall remain with Frisse Blikken or the third party from whom Frisse Blikken has obtained the right to provide the work to the Client. The Intellectual Property Rights of Frisse Blikken with respect to any work shall not be transferred to the Client unless explicitly agreed otherwise. If Frisse Blikken grants a license/usage right to the Client, it shall be a non-exclusive, non-transferable, and non-sublicensable right of use for the duration of the Agreement.

2. All Intellectual Property Rights of the Client shall remain with the Client or the third party from whom the Client has obtained the right to use the work.

#### **Article 8. Amendment of the assignment or additional work**

1. The Client acknowledges that the time schedule of the assignment may be affected if the Client and Frisse Blikken agree to expand or modify the approach, methodology, or scope of the assignment and/or resulting work during the course of the project.

2. If the interim changes affect the agreed-upon fee or expenses, Frisse Blikken shall notify the Client promptly and make the necessary adjustments accordingly.

3. If an interim change in the assignment or its execution is caused by the Client, Frisse Blikken shall make the necessary adjustments. If the adjustment leads to additional work, it shall be confirmed to the Client as an additional assignment in accordance with articles 2 and 3.

#### **Article 9. Rates, Invoices, Time Recording, and Payment**

1. Frisse Blikken's invoices shall be prepared in accordance with the Agreement, taking into account the provisions of this article. Frisse Blikken is entitled to issue partial invoices. All rates or other fees mentioned by Frisse Blikken in the Agreement are exclusive of VAT and (if applicable) all other legally imposed levies and taxes, as well as travel expenses outside the Netherlands and reimbursement of expenses.

2. Unless otherwise specified in the Agreement with the Client, Frisse Blikken shall invoice monthly.

3. Invoices from Frisse Blikken must be paid within thirty days from the invoice date. Failure to do so will result in the Client being in default by operation of law. The Client is not entitled to suspend or set off its payments.

4. If the Client fails to fulfill its payment obligation as described in article 9, sub clause 3, the Client shall owe Frisse Blikken interest at the statutory rate in accordance with article 120, Clause 2, Book 6 of the Dutch Civil Code, but in any case at least 1% per month. From the moment of default, the service provision can be suspended by the service provider.

5. If the Client fails to fulfill its payment obligation as described in article 9, sub clauses 3 and 4, and Frisse Blikken turns to a third party in order to effect payment by the Client, the costs thereof shall be borne by the Client. These costs shall be calculated in accordance with the collection rate included in the Calculation Scheme for Lawyers' Invoices issued by the Dutch Bar Association.

6. Amounts received by Frisse Blikken shall first be deducted from the outstanding collection costs, then from the outstanding interest, while the remainder shall be debited against the oldest invoice, regardless of the intended purpose stated by the Client in the payment.

7. If the Client has not raised a written objection to Frisse Blikken within fourteen days from the invoice date, stating the reasons for the objection, the Client shall be deemed to have accepted the invoice. In that case, the Client loses the right to contest Frisse Blikken's invoices.

8. Frisse Blikken is entitled to increase its rates in ongoing assignments or at the start of a new calendar year based on the price and wage index figures applied by Frisse Blikken, unless this possibility has been expressly excluded in the contract.

9. Frisse Blikken may adjust its rates or charge additional costs to the Client if this is related to compliance or implementation of mandatory changes in laws and regulations and/or other cost-increasing circumstances imposed by private and/or public authorities.

#### **Article 10. Force Majeure**

1. Shortcomings in the performance of one or more of its obligations arising from the Agreement cannot be attributed to Frisse Blikken if they are directly or indirectly caused by or related to: government measures or regulations, a state of emergency, a state of war, technical failures in the business of Frisse Blikken, disruptions in the supply of energy, illness, disability, strikes, lockouts, occupations of premises, traffic obstructions, technical failures in transportation, fire, explosion, or other circumstances beyond its control.

#### **Article 11. Continuity, invalidity, and subcontracting**

1. If the Client transfers or changes control of the enterprise or activity to which the Agreement relates in any way, the Client is obligated to transfer the obligations arising from the Agreement and the corresponding conditions to the enterprise or activity. Failure to do so will result in the Client remaining fully liable for the fulfillment of those obligations.

2. Agreements and their corresponding conditions remain in effect if Frisse Blikken changes its name, legal form, owner, or composition, either in whole or in part.

3. The nullity, invalidation, or disregard of a provision of these conditions or a part thereof does not result in the other provisions or the remaining part of that provision becoming null and void, invalidated, or disregarded.

4. If a provision in these General Terms and Conditions or the Agreement is annulled due to conflict with a legally binding provision or should be disregarded in the specific circumstances of the case, it shall be replaced by a provision that would have been legally permissible or applicable in the specific circumstances of the case.

5. Frisse Blikken is allowed to involve third parties in the performance of its obligations. The operation of Article 7:404 of the Dutch Civil Code is explicitly excluded in this regard. However, it is not permissible for either Party to transfer the rights from the Agreement to a third party without prior written consent from the other Party.

#### **Article 12. Acquisition of Frisse Blikker**

1. Without the prior written consent of Frisse Blikken, the Client is not allowed to acquire a Frisse Blikker during the term of the Agreement and for a period of twelve (12) months thereafter, unless explicitly agreed otherwise. The Client shall inform Frisse Blikken in writing of its intention to acquire a Frisse Blikker before discussing this intention with the Frisse Blikker.

2. For the purposes of this article, "Client" also includes a potential client.

3. For the purposes of this article, "acquisition of a Frisse Blikker" means:

a. directly entering into an employment contract, a contract for work (*aanneming van werk*), and/or a contract for services (*overeenkomst van opdracht*) with a Frisse Blikker by the Client or a third party that belongs to the group with the Client as referred to in Article 2:24b of the Dutch Civil Code; and

b. engaging the relevant Frisse Blikker through a party other than Frisse Blikken.

4. The Client, as joint and several debtor (*hoofdelijk schuldenaar*), guarantees that all (legal) persons affiliated with the Client will comply with this article 12.

5. For the purposes of this article, "Frisse Blikker" also includes:

a. the (prospective) Frisse Blikker employed by or engaged by Frisse Blikken;

b. the (prospective) Frisse Blikker who has been proposed to the Client within twelve (12) months before entering into the contractual relationship with the Client; and

c. the Frisse Blikker whose engagement under the Agreement has ended within twelve (12) months before entering into the contractual relationship with the Client

6. If Frisse Blikken grants permission to the Client in accordance with paragraph 1 of this article, the Client shall be obligated to pay Frisse Blikken a immediately payable fee equal to the applicable hourly rate multiplied by 156 hours per month for the remaining term of the Agreement if it is ongoing. If the Agreement has ended or the remaining term is less than 3 months, the aforementioned fee shall be calculated based on 3 months.

7. If the Client violates the provisions of this article, the Client shall owe Frisse Blikken an immediately payable fee of EUR 60,000 per Frisse Blikker, increased by EUR 2,500 for each day the violation continues, without prejudice to Frisse Blikken's right to claim additional damages and/or specific performance (*nakoming*).

8. The Client shall owe an immediately payable fee of €25,000 if the Client and a Frisse Blikker directly enter into an employment relationship or any other type of contractual relationship within six (6) months after the contact between the Client and the Frisse Blikker is established via Frisse Blikken (e.g., because the Frisse Blikker has been introduced to the Client by Frisse Blikken) and no agreement has been reached between Frisse Blikken and the Client for the Frisse Blikker to work for the Client. This fee is without prejudice to Frisse Blikken's right to claim additional damages.

9. In the event of an acquisition of a Frisse Blikker, the Client is responsible for investigating and assessing the work history of the Frisse Blikker. Upon request by the Client and to the extent permitted by law, Frisse Blikken may provide information about the work history of the Frisse Blikker. However, Frisse Blikken relies on the Frisse Blikker for this information and cannot guarantee its accuracy and completeness.

### **Article 13. Amendment of the Conditions**

1. Frisse Blikken is authorized to make changes to these conditions. These changes will take effect at the time announced by Frisse Blikken. Frisse Blikken will timely send the modified conditions to the Client. If no effective date is communicated, the changes will take effect as soon as the modification is communicated or when the changes are deposited with the Chamber of Commerce within the area where Frisse Blikken is located.

### **Article 14. Applicable Law and Dispute Resolution**

1. Dutch law applies exclusively to the relationship between the Client and Frisse Blikken.

2. In the event of disputes arising from or related to concluded or to be concluded agreements, or from additional agreements regarding their implementation, both parties expressly declare their intention to settle these disputes amicably through mutual consultation, without resorting to the courts.

3. If, despite this express intention, a dispute cannot be resolved amicably, it shall be settled exclusively by the court of the district in which Frisse Blikken is located.