



GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION BRIGHT-FUTURE BV

January 2025 | These General Terms and Conditions have been filed in Dutch with the Chamber of Commerce under number 27178142. The original Dutch version is in all cases leading.

Article 0. Definitions

- 0.1 agreement: the agreement between the Client and the Service Provider to which these Terms and Conditions have been declared applicable within the meaning of Article 7:400 of the Dutch Civil Code.
- 0.2 assignment: the provision of services in the broadest sense of the word for the purpose of identifying, analysing and solving issues.
- 0.3 client: the legal entity or the natural person who, as the other party to Bright-future, has concluded an agreement to (have) an assignment carried out or has requested an assignment to be carried out.
- 0.4 service provider: Bright-future, which has accepted the assignment and performs it under its responsibility.
- 0.5 assignment executor: a Bright-future employee and/or the natural person or legal entity engaged by Bright-future to carry out the assignment on its behalf.
- 0.6 parties: the Client and the Service Provider.

Article 1. Invoicing and Scheduling

- 1.1 Invoicing shall take place with 75% at the start and 25% after delivery. Payment must be made within 14 days of the invoice date. Bright-future BV reserves the right to charge the statutory interest if payments are delayed.
- 1.2 Meetings can be rescheduled free of charge up to one week prior to the scheduled date. If rescheduled within one week, 25% will be charged; if rescheduled within 48 hours, 50% will be charged.
- 1.3 All amounts are exclusive of VAT and travel time costs (€ 75 per hour). Unless specified in advance, materials, venue costs, accommodation expenses and other out-of-pocket costs are not included and will be charged on a subsequent costing basis.

Article 2. Applicability of these General Terms and Conditions

- 2.1 These General Terms and Conditions apply to every assignment granted to Bright-future B.V., hereinafter referred to as the "Service Provider" or "Bright-future."
- 2.2 The provisions of these General Terms and Conditions apply to all proposals, offers and activities within the scope of an assignment by the Service Provider and to all agreements aiming at the performance of activities within the scope of an assignment for the Client, including all agreements that result from or are connected with it, between the Parties or their legal successors. The applicability of Articles 7:404, 7:407(2), 7:408(2) and 7:409 of the Dutch Civil Code is hereby excluded.
- 2.3 The Service Provider is entitled to amend these General Terms and Conditions. The amended General Terms and Conditions shall be deemed to have been accepted if the Client

does not object to the amended General Terms and Conditions within fourteen days after they have been sent or have otherwise become known to the Client.

- 2.4 Deviations from these General Terms and Conditions are valid only if agreed upon in writing.
- 2.5 If any provision of these General Terms and Conditions or of the assignment agreement is void, the remaining provisions of the agreement remain in force. The void provision shall be replaced by a provision that approximates the intent of the original provision as closely as possible, following consultation between the Parties.

Article 3. Formation of the Assignment

- 3.1 The assignment agreement is formed at the moment the Service Provider has received the quotation or the assignment confirmation (in writing, by email, orally) signed by both Parties.
- 3.2 If the signed quotation from the Client has not (yet) been returned, the assignment is nevertheless deemed to have been established under these General Terms and Conditions at the moment the Service Provider has begun carrying out the assignment with the Client's knowledge.
- 3.3 Anything discussed between the Parties prior to the formation of the assignment is disregarded in determining the scope of the assignment unless it is expressly set out in writing in the quotation.
- 3.4 If any laws or regulations, supervision framework or code of conduct apply to the assignment executors who perform work under the assignment, such laws or regulations, frameworks and codes shall be deemed part of the assignment, and the Client undertakes to fully respect the obligations arising therefrom for the Service Provider.

Article 4. Provision of Information, (Personal) Data, Staff and Work Space by the Client

- 4.1 The Client must ensure that the Service Provider can carry out its work properly. To this end, the Client shall in any event provide in a timely and lawful manner all information, facts, (personal) data, circumstances, resources, facilities and staff that may be relevant for the execution of the assignment, and shall grant access to the Client's location(s) where necessary.
- 4.2 Unless expressly agreed otherwise in writing, the Service Provider may rely on the accuracy and completeness of data or information provided by or on behalf of the Client or the processing thereof, without further investigation or verification.
- 4.3 By providing personal data to the Service Provider, the Client guarantees that it complies with the General Data Protection Regulation ("GDPR") and that the provision of such personal data and the Client's request or instruction to the



Service Provider to process these personal data is in accordance with the GDPR and the Client's privacy policy.
4.4 If the Client fails to comply, fails to comply on time or fails to comply fully with the above provisions, the Service Provider has the right to suspend the performance of the agreement or to charge the Client for the costs resulting from the delay at the usual rates.

Article 5. Confidentiality

5.1 Assignment executors are bound by a duty of confidentiality. They are obliged to maintain confidentiality and exercise due care in handling all the Client's data in relation to third parties. The Service Provider will strive to protect the Client's interests.

Article 6. Intellectual Property

6.1 Models, instruments, methodologies, software, (visual) trademarks, designs and other products that the Service Provider uses and/or develops or has developed and/or that are part of the proposal or the execution of the assignment, which are included in the services or other deliverables, remain the property of Bright-future, even if the assignment is terminated early.

6.2 Further disclosure, reproduction, distribution or exploitation by the Client or by a third party engaged by or on behalf of the Client may only take place with the Service Provider's prior written consent.

Article 7. Execution of the Assignment

7.1 The assignment will be performed to the best of the Service Provider's knowledge and ability, and in accordance with reasonable standards of professionalism and good service provision.

7.2 The Service Provider shall make reasonable efforts to execute the assignment and/or deliver the agreed services or products in accordance with the quotation or any other written agreements, unless the Parties have explicitly agreed in writing on a specific result to be achieved.

7.3 The Service Provider is entitled to engage other individuals, legal entities or third parties in the execution of the assignment. Where reasonably appropriate, such engagement shall take place in consultation with the Client and with due care. The Service Provider is not liable for any shortcomings of these third parties.

7.4 Assignment executors who were not involved in the performance of previous or other assignments for the Client cannot be expected to be familiar with or have knowledge of the information or data from those assignments.

7.5 Time schedules, costs and quality of the assignment may be modified in the event of an interim change to the (scope of the) assignment, approach or working method, based on written agreement between the Parties. The Service Provider will confirm these changes in the assignment agreement, and the Client shall confirm its consent to these changes. If the

Client does not confirm its consent within a reasonable period, the Service Provider is entitled to terminate the agreement without being required to pay any compensation to the Client.

Article 8. Duration and Completion of the Assignment

8.1 Unless expressly agreed otherwise in writing, the Client agrees that the assignment (and its performance) shall be accepted as complete once the Service Provider indicates that the assignment has been definitively delivered, or as soon as the Client starts using the results of the assignment in its business operations, whichever occurs first.

8.2 In some circumstances, it is not possible to specify in advance exactly how long it will take to complete the assignment. The lead time also depends on the quality of the information, facts, resources and the level of cooperation that Bright-future obtains from the Client. Accordingly, any time limits for completion of the work shall only be regarded as strict deadlines if they have been expressly agreed as such.

8.3 The assignment is deemed financially complete once the final invoice has been paid by the Client. If the Service Provider does not receive a response from the Client within 20 days of the date on the final invoice, the final invoice is deemed to have been approved.

Article 9. Premature Termination of the Assignment

9.1 Either Party may unilaterally terminate the agreement before its conclusion, subject to a reasonable notice period, if one of them believes that the execution of the assignment can no longer take place in accordance with the assignment agreement or any subsequent additional agreements.

9.2 The intention to terminate shall be communicated to the other Party in writing, by email or verbally, along with the reasons. Either Party may only exercise the right to terminate if, as a result of facts or circumstances beyond the control of the terminating Party or not attributable to them, completion of the assignment can no longer reasonably be demanded.

9.3 The Service Provider shall invoice the Client for all work performed and costs incurred up to the termination, and will, where possible and subject to reservation, provide the Client with the preliminary results of the work performed up to that point.

9.4 If either Party is declared bankrupt, applies for a moratorium on payment or ceases business operations, the other Party has the right to terminate the assignment without observing any notice period, without prejudice to any of its rights.

9.5 The Service Provider may immediately terminate the assignment in whole or in part by written notice to the Client if, as a result of changes in laws or regulations, governmental policy or instructions, or in the controlling interest of the Client or an affiliated party, performance of the assignment is no longer feasible, or becomes unlawful or contrary to relevant governance codes, conduct, professional or independence rules. Such termination has no retroactive effect, and the Client owes the Service Provider the agreed fees and all other agreed costs up to and including the date of termination, which become immediately due and payable.



Article 10. Fees

10.1 The Service Provider must include in the agreement with the Client the method of calculating the fees. It is also possible to agree on a fixed fee. Unless expressly agreed otherwise in writing, the fee is not dependent on the outcome of the Service Provider's activities.

10.2 Unless expressly agreed otherwise in writing, the Service Provider shall charge overhead and project-related costs (such as administrative costs, travel time, travel and accommodation expenses, venue and equipment rental) and any claims of third parties to the Client.

10.3 Bright-future is entitled to index its rates once a year based on the price index figure for business services as determined by Statistics Netherlands (CBS).

10.6 The fee, possibly increased by the overhead and project-related costs referred to in Article 10.2 and any claims from third parties, will be charged to the Client per agreed period or after completion of the assignment, unless the Parties have agreed otherwise. VAT will be charged separately on all amounts due by the Client to Bright-future, insofar as the activities are subject to VAT.

10.7 If the Client wishes a registered accountant to audit the Service Provider's invoice, the Service Provider will cooperate to a reasonable extent. The costs of such an audit shall be borne by the Client.

Article 11. Cancellation and Rescheduling Fees

11.1 For assignments relating to, among other things, consultancy processes, customised assignments such as in-company training or education, guidance or coaching, the Client may propose changing the date of the assignment's performance or the location, without prejudice to the provisions of Article 11.5, free of charge up to four weeks before the agreed date of performance. Any changes shall be agreed in proper consultation between the Service Provider and the Client. If the Client proposes such a change between four and two weeks, or within two weeks before the agreed date of performance, the Client shall owe the Service Provider 25% or 50%, respectively, of the fee for the additional efforts of the Service Provider.

11.2 If cancellation takes place within four weeks of the agreed date of performance, or if the Client terminates the performance of the assignment prematurely within this period, 100% of the agreed fee shall be charged to the Client.

11.5 If the Service Provider has arranged the venue and related facilities on behalf of the Client, or if changes have been made at the Client's request, any booking, modification or cancellation fees will always be fully charged to the Client.

Article 12. Payment

12.1 The Client must always pay the invoice amount in full, without any deduction, discount or set-off, within the agreed terms, but in any case no later than 14 days after the invoice date, into a bank account specified by the Service Provider. The

amounts charged to the Client per invoice shall be immediately due and payable upon dispatch of the invoice. Complaints or objections regarding the amount of the submitted invoices do not suspend the Client's (or the joint Clients') payment obligation.

12.2 In the event of late payment, and after the Service Provider has at least once demanded payment from the Client, the Service Provider may, without further notice of default and without prejudice to its other rights, charge the statutory (commercial) interest from the due date to the date of full payment.

12.3 All judicial and extrajudicial (collection) costs, insofar as they are reasonable, that the Service Provider incurs as a result of the Client's failure to fulfil its payment obligations, shall be borne by the Client.

12.4 If, in the Service Provider's opinion, the Client's financial position or payment behaviour gives cause to do so, the Service Provider may immediately require (additional) security in a form to be specified by the Service Provider. If the Client fails to provide such (additional) security, the Service Provider is entitled, without prejudice to its other rights, to suspend its work immediately, and all amounts owed by the Client to the Service Provider for any reason become immediately due and payable.

12.5 Estimated amounts by the Service Provider will not be exceeded except in consultation with and with the express consent of the Client.

12.6 The Service Provider will only charge the Client the agreed fee, unless otherwise agreed with the Client.

12.7 Additional work will be invoiced by the Service Provider after consultation with and acceptance by the Client. The nature and scope of the additional work performed will be clearly indicated on the invoice.

12.8 In the event of an assignment awarded jointly, all Clients are jointly and severally liable for payment of invoices issued under that joint assignment.

Article 13. Complaints

13.1 If the Client has a complaint about the work performed in the context of the assignment or about an invoice amount, the Client must notify the Service Provider in writing (by email) within 14 days.

13.2 If the Client can demonstrate that they could not have reasonably discovered the alleged shortcoming at an earlier stage, they may still notify the Service Provider in writing (by email) of the alleged shortcoming within thirty days after discovery.

13.2 Submitting a complaint does not release the Client from its payment obligation, unless and to the extent that the Service Provider has informed the Client that Bright-future considers the complaint justified and that an agreement on a revised payment obligation has been reached.

13.3 If the Service Provider considers the complaint well-founded, the Service Provider may choose to adjust the invoice amount, rectify or repeat the relevant work free of charge, or decide not to perform the assignment any further or only partially, with a refund of a proportionate part of the fee already paid by the Client.



Article 14. Liability

14.1 The Service Provider shall not be liable for any form of damage whatsoever. Bright-future's services are always based on coaching or on facilitating workshops, whereby the responsibility for decisions and actions always remains with the Client.

14.2 If the Client acts or fails to act on the basis of any draft or (oral) advice given by the Service Provider, this is entirely at the Client's own risk and expense, including any legal, organisational or financial consequences. The Service Provider is also not liable for any consequences for third parties arising from the Client's use of the Service Provider's advice. The assignment is performed exclusively for the benefit of the Client, and no rights can be derived therefrom by third parties.

14.3 If the assignment is performed for the benefit of multiple Clients, the limitation of liability applies jointly to all those Clients. In the event of liability, it is the responsibility of that group of Clients to distribute any maximum payable amount of damages among themselves.

14.4 The Service Provider, the assignment executors and any entities engaged by or on behalf of the Service Provider are not liable for damage resulting from the provision of unlawful, false, misleading or incomplete (personal) data, information or documentation by the Client or by third parties engaged by or on behalf of the Client.

14.5 The Service Provider, the assignment executors and any entities engaged by or on behalf of the Service Provider are not liable for any limitations in using or the loss of (personal) data that the Client could have prevented by making an adequate backup or storing them properly, in accordance with standard market practices or applicable standards.

14.6 The Client is obliged to reimburse any costs reasonably incurred by the Service Provider in complying with any obligations to provide information or (personal) data imposed by law, arbitration, court ruling or any other binding decision, in proceedings not legally directed against the Service Provider. This includes, among other costs, legal assistance, procedural costs, investigation costs or costs for engaging third parties.

14.7 The Client indemnifies the Service Provider and holds it harmless in respect of all damage suffered by the Service Provider arising from claims by third parties in connection with the assignment, except insofar as it is established by final judgment that the damage was the result of wilful misconduct or deliberate recklessness on the part of the Service Provider.

Article 15. Disputes

15.1 If a dispute arises between the Parties in connection with the assignment, the Parties shall attempt to resolve this dispute amicably.

15.2 If no agreement can be reached, the dispute shall be submitted to an independent adviser/mediator to be appointed by mutual agreement. A minimum of three 2-hour

sessions will be invested to attempt to resolve the dispute amicably under the mediator's guidance.

15.3 If it is still not possible to reach an agreement, the dispute shall be submitted to the competent court.

15.4 A dispute as referred to in Article 15.1 arises if one of the Parties notifies the other in writing by registered letter.

Article 16. Bribery and Conflicts of Interest

16.1 The Parties shall not offer to, nor ask, accept or be promised by each other or by any third party, for themselves or any other party, any gift, reward, compensation or benefit of any kind that could be interpreted as an unlawful practice.

16.2 Bright-future shall ensure that no conflicts of interest in any form arise during the negotiations for the formation of the agreement or during the execution of the assignment.

16.3 In the event of any potential or perceived conflict of interest and/or conflicting interests, it will be reported and discussed between the Parties before entering into the agreement.

16.4 Bright-future must ensure that this is in the Client's best interest and that its own independence remains guaranteed.

Article 17. References in the Service Provider's Communications

17.1 The Service Provider is entitled to mention the Client's name and to describe in general terms the work performed to (potential) clients of the Service Provider as an indication of our experience and also for the Service Provider's internal purposes.

Article 18. Applicable Law

18.1 Dutch law applies to every agreement between the Parties.

18.2 All disputes between the Parties shall, in the first instance, be submitted to the competent court in The Hague.