

General Conditions of Van Nugteren B.V.

Version 2.0 – effective from 8 October 2026

Translation from Dutch. Only the Dutch version, "Algemene voorwaarden Van Nugteren B.V., versie 2.0", is legally binding (see Article 2.5). Dutch legal concepts are expressed in English terms and may not be identical to the concepts described by those terms under the laws of other jurisdictions.

Article 1 – General

- 1.1 In these general conditions, the following terms have the meanings set out below:
- a) Client: the party commissioning the Assignment;
 - b) Contractor: Van Nugteren B.V., registered in the Trade Register of the Netherlands Chamber of Commerce (Kamer van Koophandel) under number 71448896, with its registered office at Haarboerhorst 38, 7531 LH Enschede, the Netherlands, a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) under Dutch law;
 - c) Assignment or Agreement: the contract for services (overeenkomst van opdracht) under which the Contractor undertakes vis-à-vis the Client to perform certain activities.
- 1.2 All Assignments are accepted and performed exclusively by the Contractor, with the exclusion of Articles 7:404 and 7:407(2) of the Dutch Civil Code (Burgerlijk Wetboek – BW), irrespective of whether the Client has expressly or tacitly granted the Assignment with a view to its performance by a specific person or persons.
- 1.3 All provisions of these general conditions have also been stipulated for the benefit of all persons working for the Contractor in the performance of the Assignment, including the (indirect) directors and shareholders of the Contractor, also after their involvement with the Contractor has ended. They may invoke these provisions against the Client.

Article 2 – Applicability

- 2.1 These general conditions apply to all Assignments and Agreements between the Client and the Contractor and their respective legal successors, to all agreements arising from or related to them, and to all offers and quotations made by the Contractor.
- 2.2 The Contractor expressly rejects the applicability of any general conditions of the Client.
- 2.3 Provisions deviating from these conditions are effective only if and to the extent that the Contractor has expressly confirmed them to the Client in writing.
- 2.4 If any provision of these general conditions or of the Agreement is void or is annulled, the remainder of the Agreement shall remain in force as far as possible, and the provision concerned shall without delay be replaced, in consultation between the parties, by a provision that approximates the purpose of the original provision as closely as possible.
- 2.5 These general conditions have been drawn up in the Dutch language. In the event of any discrepancy between the Dutch text and a translation thereof, and in the event of any dispute concerning the interpretation of a translation, the Dutch text shall be exclusively binding.
- 2.6 The Contractor may amend these general conditions. The amended conditions shall also apply to current Assignments from thirty days after the Contractor has sent them to the Client, unless the Client objects in writing within that period, in which case the previous conditions shall continue to apply to the current Assignment. If the Client is a consumer as referred to in Article 17, amended conditions shall apply to a current Assignment only if the Client has expressly agreed to them.

Article 3 – Formation of the Agreement

- 3.1 The Agreement is formed at the moment the Contractor receives back the engagement letter signed by the Contractor and the Client. The engagement letter is based on the information provided by the Client to the Contractor at that time. The engagement letter is deemed to reflect the Agreement correctly and completely.
- 3.2 If the Assignment was granted orally, or if the signed engagement letter has not (yet) been received, the Assignment is deemed to have been formed, subject to these general conditions, at the moment the Contractor commenced performance of the Assignment at the Client's request.

Article 4 – Data and information

- 4.1 The Client shall provide all data and information requested by the Contractor, as well as all data and information of which the Client can reasonably know that the Contractor needs them for the proper performance of the Assignment, a) in good time, b) in the form required by the Contractor and c) in the manner required by the Contractor.
- 4.2 The Client warrants the accuracy, completeness, reliability and lawfulness of the data and information provided to the Contractor by or on behalf of the Client, also where these are provided through or originate from third parties, unless the nature of the Assignment dictates otherwise.
- 4.3 The Client shall inform the Contractor without delay of any facts and circumstances that may be relevant to the performance of the Assignment.
- 4.4 The Contractor may suspend performance of the Assignment until the Client has fulfilled the obligations referred to in paragraphs 1, 2 and 3.
- 4.5 Additional costs, additional hours and any other loss incurred by the Contractor because the Client has not fulfilled the obligations referred to in paragraphs 1, 2 or 3 shall be for the account and risk of the Client.
- 4.6 At the Client's first request, the Contractor shall return the original documents provided by the Client.

Article 5 – Performance of the Assignment

- 5.1 The Contractor determines the manner in which and the person(s) by whom the Assignment is performed, taking the Client's stated wishes into account as far as possible. If the Contractor wishes to engage third parties at the Client's expense in performing the Assignment, it shall do so only with the Client's approval.
- 5.2 The Contractor shall perform the activities to the best of its ability and as a professional acting with due care; the Contractor cannot, however, guarantee that any intended result will be achieved.
- 5.3 The Assignment is performed in compliance with the applicable (professional) regulations and the requirements of or pursuant to the law. The Client shall at all times cooperate fully with the obligations arising from these for the Contractor.
- 5.4 The Client is aware that, under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wet ter voorkoming van witwassen en financieren van terrorisme – Wwft), the Contractor:
 - a) may be required to verify the identity of the Client and/or the customer;
 - b) may be required to report certain transactions to the authorities designated for that purpose.
- 5.5 The Contractor excludes all liability for loss arising from its compliance with the statutory and (professional) regulations applicable to it.

- 5.6 The Contractor keeps a working file for the Assignment containing copies of relevant documents; this file is the property of the Contractor.
- 5.7 During the performance of the Assignment, the Client and the Contractor may, at the request of either of them, communicate by e-mail. The Client and the Contractor shall not be liable to each other for any loss arising from the use of e-mail. Both shall do everything that may reasonably be expected of them to prevent risks such as the spreading of viruses and the corruption of messages.
- 5.8 In the event of doubt as to the content and/or the sending of electronic mail, the data extracts from the Contractor's computer systems shall be decisive.

Article 6 – Time limits

- 6.1 Time limits within which activities must be completed are strict deadlines only if this has been agreed in writing.
- 6.2 If the Client owes an advance payment or must provide data and information needed for performance of the Assignment, the period within which the activities are to be completed shall not commence before the payment has been received in full by the Contractor or the data and information have been provided to the Contractor in full.
- 6.3 Unless performance has become permanently impossible, the Client may not dissolve the Agreement for failure to meet a time limit unless the Client, after expiry of the agreed time limit, has granted the Contractor a reasonable further period to perform the Assignment (in full) and the Contractor has not performed the Assignment, or not in full, within that further period.

Article 7 – Termination

- 7.1 The Agreement is entered into for an indefinite period, unless its content, nature or purpose implies that it has been entered into for a fixed period.
- 7.2 The Client and the Contractor may terminate the Agreement at any time (prematurely) subject to a reasonable notice period, unless the principles of reasonableness and fairness (redelijkheid en billijkheid) preclude termination or termination with such notice. Notice of termination must be given to the other party in writing.
- 7.3 Either the Contractor or the Client may terminate the Agreement (prematurely) by registered letter without observing a notice period if the other party is unable to pay its debts; if a receiver, administrator or liquidator has been appointed; if the other party enters into a debt restructuring arrangement or ceases its activities for any other reason; if the terminating party reasonably considers it likely that any of the foregoing circumstances will arise in respect of the other party; or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
- 7.4 In all cases of (premature) termination, the Contractor retains its right to payment of its invoices for the activities performed up to that time; the provisional results of those activities shall be made available to the Client, subject to reservation.
- 7.5 If the Client terminates the Agreement (prematurely), the Contractor is entitled to compensation for the loss of capacity utilisation it has incurred and can substantiate, as well as for additional costs which the Contractor has reasonably incurred or will incur as a result of the early termination of the Agreement (such as costs relating to any subcontracting), unless the termination is based on facts and circumstances attributable to the Contractor.
- 7.6 If the Contractor terminates the Agreement (prematurely), the Client is entitled to the Contractor's cooperation in transferring the activities to third parties, unless the termination is based on facts and circumstances attributable to the Client.

- 7.7 Insofar as the transfer of the activities entails additional costs for the Contractor, these shall be charged to the Client.
- 7.8 Upon termination of the Agreement, each party shall without delay hand over to the other party all goods, items and documents in its possession that are owned by the other party.

Article 8 – Intellectual property

- 8.1 All rights to intellectual creations which the Contractor develops or uses in performing the Assignment, including advice, working methods, (model) contracts, systems, system designs and computer programs, are vested in the Contractor, insofar as they are not already vested in third parties.
- 8.2 Without the express prior written consent of the Contractor, the Client may not reproduce, disclose or exploit the intellectual creations or their recording on data carriers, whether alone, together with third parties or through the engagement of third parties, without prejudice to Article 9.4.

Article 9 – Confidentiality

- 9.1 The Contractor shall keep confidential, vis-à-vis third parties not involved in the performance of the Assignment, the data and information provided by or on behalf of the Client. This obligation does not apply insofar as the Contractor is subject to a statutory or professional duty of disclosure, including the obligations under the Wwft and other national or international regulations of similar purport, or insofar as the Client has released the Contractor from the duty of confidentiality.
- 9.2 Paragraph 1 does not prevent confidential consultation between colleagues within the Contractor's organisation, insofar as the Contractor considers this necessary for the careful performance of the Assignment or for the careful fulfilment of a statutory or professional duty.
- 9.3 If the Contractor acts on its own behalf in disciplinary, civil, arbitral, administrative or criminal proceedings, it may use the data and information of which it has become aware in performing the Assignment, insofar as these may in its reasonable opinion be relevant.
- 9.4 Without the express prior written consent of the Contractor, the Client may not disclose the content of advice, opinions or other written or oral statements of the Contractor or otherwise make them available to third parties, except where this follows directly from the Agreement, is done to obtain an expert opinion on the relevant activities of the Contractor, the Client is subject to a statutory or professional duty of disclosure, or the Client acts on its own behalf in disciplinary, civil, arbitral, administrative or criminal proceedings.
- 9.5 The Contractor may mention the name of the Client and, in broad terms, the activities performed to (commercial) contacts of the Contractor as an indication of the Contractor's experience.

Article 10 – Personal data

- 10.1 When providing and making available personal data to the Contractor, the Client shall comply with the General Data Protection Regulation (GDPR) and other applicable legislation and regulations on the protection of personal data.
- 10.2 The Contractor processes personal data in the context of the Assignment and in order to comply with its statutory obligations, including those under the Wwft, as an independent controller. In doing so, the Contractor complies with the GDPR and other applicable legislation and regulations on the protection of personal data, and processes personal data obtained only insofar as this is not incompatible with the purpose for which they were obtained.

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- 10.3 Insofar as the Contractor acts as a processor on behalf of the Client in a specific case, the parties shall conclude a data processing agreement.
- 10.4 The Contractor takes appropriate technical and organisational measures to protect personal data against destruction, loss and unauthorised access or processing.
- 10.5 The Client agrees that, for the provision and optimisation of its services, the Contractor works with third parties such as ICT service providers, providers of cloud, administration and communication software and providers of applications based on artificial intelligence, and shares personal data and other data with these third parties in that context. Insofar as these third parties act as (sub-)processors, the Contractor concludes a data processing agreement with them in accordance with the GDPR. Personal data are transferred to a country outside the European Economic Area only if an appropriate safeguard within the meaning of Chapter V of the GDPR is in place.
- 10.6 When using applications based on artificial intelligence, the Contractor ensures that (a) confidentiality as referred to in Article 9 is maintained, (b) data provided by or on behalf of the Client are not used by the provider to train its models, and (c) the output is reviewed on its merits by the Contractor before being provided to the Client. Responsibility for the content of the activities remains fully with the Contractor.

Article 11 – Fee

- 11.1 The Client owes the Contractor a fee and reimbursement of costs incurred in accordance with the Contractor's usual rates, calculation methods and working methods.
- 11.2 The Contractor may request an advance payment from the Client.
- 11.3 If, after the Agreement has been formed but before the Assignment has been fully performed, rate-determining factors such as wages and/or prices change, the Contractor may adjust the previously agreed rate accordingly.
- 11.4 All rates are exclusive of VAT and other levies imposed by the authorities.

Article 12 – Payment

- 12.1 Payment must be made without any deduction, discount or set-off, in euros, by deposit or transfer to the bank account stated on the invoice, within fourteen days of the invoice date. The date of payment is the date on which the amount due is credited to the Contractor's account. Objections to the amount of the invoice do not suspend the Client's payment obligation.
- 12.2 If the Client has not paid within the period referred to in paragraph 1 or within another period agreed between the parties, the Client is in default by operation of law and the Contractor may charge statutory interest from that moment.
- 12.3 If a Client acting in the course of a business or profession has not paid within the period referred to in paragraph 1, the Client shall reimburse all extrajudicial and judicial (collection) costs incurred by the Contractor, also insofar as these exceed any order for costs made by a court, unless the Contractor is ordered to pay the costs as the unsuccessful party.
- 12.4 If the Client is not acting in the course of a business or profession, the Client shall pay extrajudicial collection costs equal to the maximum amount under the Dutch Extrajudicial Collection Costs Decree (Besluit vergoeding van buitengerechtelijke incassokosten). These costs are due after the Client, already being in default, has been requested without success to pay within fourteen days.
- 12.5 In the case of a jointly granted Assignment, the Clients are jointly and severally liable for payment of the invoice amount and the interest and costs due, insofar as the Assignment was performed for the joint Clients.

- 12.6 The Contractor reserves the right – also during the performance of an Assignment, if the financial position or payment behaviour of the Client gives cause to do so in the Contractor's opinion – to require full or partial payment in advance and/or the provision of security, failing which the Contractor may suspend the performance of its obligations.

Article 13 – Complaints

- 13.1 On pain of forfeiture of all rights, a complaint concerning activities performed or the invoice amount must be notified to the Contractor in writing within 30 days of the date of dispatch of the documents or information to which the complaint relates or, if the Client demonstrates that it could not reasonably have discovered the defect earlier, within 30 days of discovery of the defect.
- 13.2 A complaint does not suspend the Client's payment obligation, except insofar as the Contractor has informed the Client that it considers the complaint justified.
- 13.3 In the event of a justified complaint, the Contractor may choose between adjusting the fee charged, correcting or re-performing the activities concerned free of charge, or ceasing to perform the Assignment in whole or in part against a pro rata refund of the fee already paid by the Client.

Article 14 – Liability

- 14.1 The Contractor is liable to the Client for a failure in the performance of the Assignment only insofar as the failure consists in not observing the care and expertise that may be relied upon in the performance of the Assignment.
- 14.2 The Contractor's liability for a failure in the performance of the Assignment and for a tort committed by the Contractor is limited to the amount paid out in the case concerned under the professional liability insurance taken out by the Contractor, increased by the amount of the deductible borne by the Contractor under that insurance. If for any reason whatsoever no payment is made under that insurance, liability is limited to three times the amount which the Client, on the basis of Article 11, has paid and/or still owes to the Contractor as a fee (exclusive of VAT) for the activities to which the event causing the loss relates or with which it is connected, up to a maximum of three hundred thousand euros (€ 300,000).
- 14.3 The limitation of liability in the previous paragraph does not apply insofar as the loss results from intent or gross negligence on the part of the Contractor.
- 14.4 The Contractor is, however, not liable for:
- loss suffered by the Client or third parties resulting from the provision of incorrect or incomplete data or information by the Client to the Contractor, or otherwise resulting from an act or omission of the Client;
 - loss suffered by the Client or third parties resulting from an act or omission of auxiliary persons engaged by the Client or the Contractor (excluding employees of the Contractor), also if they work for an organisation affiliated with the Contractor;
 - business interruption loss, indirect loss or consequential loss suffered by the Client or third parties.
- 14.5 A claim for compensation must be submitted to the Contractor no later than twelve months after the Client discovered or could reasonably have discovered the loss, failing which the right to compensation lapses.
- 14.6 The Client shall hold the Contractor harmless and indemnify it against all claims of third parties – including shareholders, directors, supervisory directors and staff of the Client, as well as affiliated legal entities and enterprises and others involved in the Client's organisation – arising from or related to the activities of the Contractor for the Client, except insofar as such claims result from intent or gross negligence on the part of the Contractor.

Article 15 - Expiry period

Unless otherwise provided in these general conditions, any rights of action of the Client against the Contractor, on whatever ground, in connection with the performance of activities by the Contractor lapse in any event one year after the moment the Client became aware or could reasonably have become aware of the existence of those rights.

Article 16 - Governing law and jurisdiction

- 16.1 All agreements between the Client and the Contractor are governed exclusively by Dutch law.
- 16.2 Unless the parties expressly agree otherwise in writing, all disputes relating to Agreements between the Client and the Contractor shall be submitted to the competent court in the place where the Contractor has its registered office.
- 16.3 Notwithstanding the previous paragraph, the Client and the Contractor may choose another method of dispute resolution.

Article 17 - Clients acting as consumers

- 17.1 This article applies if the Client is a natural person not acting in the course of a business or profession (consumer). In the event of conflict with the other provisions of these general conditions, this article prevails.
- 17.2 Notwithstanding Article 13.1, a complaint by a consumer must be made within two months after the consumer discovered or could reasonably have discovered the defect.
- 17.3 Articles 12.1 and 13.2 are without prejudice to any statutory right of set-off or suspension available to the consumer.
- 17.4 The exclusion in Article 14.4, second indent, does not apply vis-à-vis a consumer in respect of auxiliary persons engaged by the Contractor. The exclusion in Article 14.4, third indent, does not apply vis-à-vis a consumer.
- 17.5 Article 7.5 does not apply. If a consumer terminates the Agreement, the consumer owes only the fee and costs for the activities performed up to that time.
- 17.6 A rate adjustment under Article 11.3 taking effect within three months after the Agreement was formed entitles the consumer to terminate the Agreement with immediate effect.
- 17.7 Article 16.2 does not apply, unless the consumer brings proceedings before the court referred to therein or the choice of forum was agreed after the dispute arose. The choice of Dutch law in Article 16.1 does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country of the consumer's habitual residence, insofar as Article 6 of Regulation (EC) No 593/2008 (Rome I) so provides.