The Fractional Sales Leader

General Terms and Conditions

Version: May 2025

1. Definities

Begrip	Definitie
Annex	An annex to the VRH Agreement.
Client Data	Data, information, or material provided or submitted by or on behalf of the Client to VRH under the Agreement.
Client	The entity entering into the VRH Agreement.
Services	The professional services ordered by the Client, described in Annex 1 to the VRH Agreement.
Subsidiary	Any entity that is directly or indirectly controlled by a Party, under common control with a Party, or controls a Party, where "control" refers to ownership or authority over more than 50% of the voting rights of the entity.
Agreement	The VRH Agreement, together with the Annexes and all referenced documents.
Statement of Work	The document in which VRH describes the Services and/or Deliverables to be provided to the Client, as included in Annex 1 of the VRH Agreement.
The Fractional Sales Leader	Abbreviated as TFSL, a trade name of Van Rees Holding B.V.
Completion	The first date on which (i) all Services have been delivered, or (ii) all Deliverables have been delivered and accepted by the Client.
Service Terms	The terms as set out in this Annex or Document
VRH	Van Rees Holding B.V., established in Amsterdam, the Netherlands, registered with the Chamber of Commerce under number 74036467.
Change	Any alteration in the content, scope, or nature of the Services or Deliverables, the Statement of Work, and/or the conditions relating to the performance of the Services or the delivery of the Deliverables.

2. Applicability

2.1. These Service Terms apply to the Services provided by VRH and the execution of a Statement of Work. Deviations from and additions to these Service Terms are only valid if agreed in writing between the Parties.

2.2. The applicability of other general terms and conditions, including the Client's purchasing or other conditions, is hereby expressly excluded.

3. Scope and Delivery of Services

3.1. Upon request by the Client, VRH shall perform the Statement of Work and deliver the Services and/or Deliverables to the Client, subject to any agreed Changes in accordance with clause 5 below. Unless otherwise agreed in the VRH Agreement, the Services and/or Deliverables are provided solely for the benefit of the Client and not for any of its Subsidiaries.

3.2. Unless explicitly agreed otherwise in the Agreement, VRH shall commence the activities as set out in clause 3.1 according to the schedule in Annex 1. If a delivery period and/or general schedule is likely to be exceeded, VRH and the Client shall discuss the consequences and how best to mitigate negative effects. If the Client requests VRH to adjust the schedule, particularly by postponing the start date, the Client understands and accepts that this may incur costs and/or additional expenses due to the idle allocation of VRH personnel, for which the Client shall be liable. VRH may charge these costs and/or additional expenses to the Client.

3.3. VRH shall perform the Services in accordance with the explicitly agreed specifications in Annex 1 and, where applicable, taking into account the organization, methods, techniques, and/or procedures agreed in writing with the Client. VRH may require the Client to provide written approval of the specifications or design of the Deliverables prior to delivery.

3.4. VRH shall perform the Services with due care and to the best of its ability on a best-efforts basis, unless explicitly agreed otherwise. The timeline for Completion depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties.

3.5. If the Parties have agreed that the Services are to be performed in phases, VRH is entitled to postpone the start of a subsequent phase until the Client has approved in writing the results of the previous phase and/or Deliverables from that phase.

3.6. VRH shall periodically inform the Client, in the manner agreed in the Statement of Work, about the execution of the Statement of Work and the delivery of the Services. The Client shall notify VRH in writing in advance of any circumstances that are or may be relevant to VRH, such as the reporting method, topics to be addressed, the Client's priorities, and the availability of the Client's resources and personnel, as well as any facts or circumstances of which VRH may not be aware.

3.7. All Deliverables and/or other outcomes of the Services delivered to the Client shall remain the property of VRH until all amounts owed by the Client to VRH under the Agreement have been paid in full.

3.8. To the extent the Deliverables provided by VRH consist of or include software, clause 4 below shall apply to such Deliverables.

4. Deliverables Consisting of Software

4.1. VRH shall develop the software with due care in accordance with the explicitly agreed specifications or design and, if applicable, the procedures agreed in writing with the Client. VRH may require the Client to approve the specifications or design in writing prior to starting development work. In the absence of agreed specifications, VRH shall carry out the design and/or development work at its professional discretion and within a period it reasonably deems appropriate after the Agreement is concluded.

4.2. VRH shall deliver the software in accordance with the Agreement. The Client shall strictly adhere to the agreed restrictions on the use of such software, regardless of the nature or content of those restrictions. The Client may use the software only within and for its own business or organization and only to the extent necessary for the intended use.

4.3. If the Parties have not agreed on an acceptance test in the Statement of Work, the Client shall accept the software in the condition in which it is delivered, including all visible and non-visible defects and shortcomings. In such case, the software shall be deemed accepted by the Client upon delivery.

4.4. If the Parties have agreed on an acceptance test in the Statement of Work, the Client shall carry out this test within a reasonable period using qualified personnel and with sufficient depth. The Client shall inform VRH in writing within five (5) days after the test whether the software is accepted or shall provide a test report with the identified errors and request VRH to correct them. VRH shall endeavor to correct such errors within a reasonable period. The Client may not reject the software for reasons unrelated to the specifications agreed in writing, nor due to minor errors that do not unreasonably hinder operational use.

5. Change Procedure

5.1. During the term of the Agreement, the Parties shall discuss and agree upon any Changes in accordance with this clause 5. VRH is only obligated to deliver the Services and/or Deliverables as specified in the Statement of Work, unless a Change is agreed upon by the Parties in accordance with this clause 5.

5.2. With respect to any requested Change, VRH shall provide the Client with all relevant information necessary to make a decision regarding the implementation of the Change, including the impact of the Change and the consequences for the fees for the Services and/or Deliverables. VRH shall administer and process any Change in accordance with this clause 5 and, where applicable, provide the Client with appropriate documentation describing the Change.

5.3. Upon acceptance by the Client of a Change to the Statement of Work, the Parties shall sign a separate document (Change Note), and VRH shall maintain a Change Log that contains a full overview of all agreed Changes during the term of the Agreement. No Change shall be valid unless it is agreed and signed in a separate document (or by email) or reflected in an updated Statement of Work. VRH is only obliged to implement a Change after the Client's approval in accordance with this clause 5.

6. Client Obligations

6.1. The Parties acknowledge that the success of work in the field of sustainability depends on proper and timely cooperation between the Parties. The Client shall always (i) provide all reasonably

required cooperation in a timely manner, (ii) ensure the timely availability of necessary Client personnel, and (iii) provide all information reasonably required by VRH for the performance of the Statement of Work.

6.2. The Client must at all times exercise utmost care to ensure that (i) all data provided by the Client to VRH, and (ii) all agreed requirements for Services and/or Deliverables or VRH's performance, are accurate and complete.

6.3. If VRH personnel perform work at the Client's location, the Client shall provide, free of charge and in a timely manner, the necessary facilities such as workspace with computer and network facilities. This workspace and these facilities must comply with all legal requirements.

6.4. If the Client makes software, equipment, or other resources available to VRH in connection with the performance of the Statement of Work, the Client guarantees that all necessary licenses or approvals related to these resources have been obtained.

7. Fees and Payment

7.1. All fees and rates stated in this Agreement are exclusive of taxes, levies, and other charges, and the Client is responsible for paying such taxes, levies, and charges. Unless explicitly stated otherwise in the Agreement, all fees are non-cancellable and non-refundable.

7.2. The fees for the Services and/or Deliverables are included in Annex 1 and invoiced according to the payment schedule set forth therein. If no separate payment schedule is agreed, VRH shall invoice 50% of the total fees prior to the commencement of the Services and 50% upon Completion. All payments are due within fourteen (14) calendar days of the invoice date.

7.2.1. For all Agreements with a total project value or monthly retainer value below €5,000, 100% of the amount is invoiced upfront.

7.3. In case of late payment by the Client, and without prejudice to VRH's other rights and remedies, VRH may charge statutory interest. VRH shall always first send the Client a written reminder in case of non-payment, allowing a reasonable period to cure the default.

7.4. Unless otherwise agreed in the Agreement, VRH may adjust the agreed fees and rates once per year. Such adjustment shall never exceed the applicable percentage of the index "CBS Business Services; price index 2015=100 (CAO wages)." Any agreed rate changes shall apply from January each year, with VRH notifying the Client in writing at least one month in advance.

8. Confidentiality

8.1. Each Party agrees to keep confidential all information (written or oral) of a confidential nature relating to the business and affairs of the other Party obtained or received before or during the term of the Agreement, except for information that:

8.1.1. is already in its possession without restrictions on use or disclosure, other than due to a breach of this clause 8;

8.1.2. is or becomes part of the public domain through no act or omission of the receiving Party;

8.1.3. is lawfully obtained from a third party without restrictions on use or disclosure; or

8.1.4. is required to be disclosed by court order or other competent authority (including but not limited to public authorities and relevant stock exchanges, if applicable).

8.2. Each Party shall take all necessary steps to ensure compliance with this clause 8 by its employees, agents, and subcontractors.

8.3. Neither Party shall promote or publish the subject of the Agreement through any medium (including but not limited to online, print, broadcast, or social media) without the prior written consent of the other Party (which shall not be unreasonably withheld).

9. Client Data and Personal Data

9.1. The Client retains all rights, title, and interest in and to all Client Data and bears full responsibility for the accuracy, integrity, legality, reliability, and intellectual property rights of and the right to use all Client Data. The Client hereby grants VRH a non-exclusive right and license to reproduce, use, process, store, and transmit Client Data for the purpose of executing the Statement of Work and delivering the Services and/or Deliverables under the Agreement.

9.2. Without prejudice to clause 9.1, VRH shall have the right to use aggregated data that does not contain Client Data and/or personal data for analytical and product development purposes.

9.3. VRH shall take all reasonable measures to secure Client Data provided to VRH.

9.4. To the extent VRH processes personal data on behalf of the Client in the course of providing the Services, VRH shall be considered the data processor. VRH shall process personal data only in accordance with applicable privacy laws.

10. Intellectual Property Rights

10.1. Unless explicitly agreed otherwise, all ownership rights, intellectual property rights, and other proprietary rights relating to the Services and Deliverables belong to VRH. The Agreement does not entail a transfer of intellectual property rights to the Client. Furthermore, the Agreement does not grant the Client any rights to trademarks or service marks that remain the exclusive property of VRH or third-party suppliers.

10.2. Subject to full payment of the agreed fees, VRH grants the Client a non-exclusive, perpetual license to use the results of the Services and/or Deliverables for business purposes. If a Deliverable includes software, the following provisions apply:

10.2.1. The license to use the software is subject to the license restrictions in the Statement of Work.

10.2.2. In the case of open-source software, the applicable open-source license applies.

10.2.3. In the case of third-party software, the third-party license terms apply as included in the Statement of Work.

10.3. VRH shall indemnify the Client and reimburse costs and damages arising from third-party claims that the results of the Services and/or Deliverables infringe on third-party intellectual property rights, provided that the Client: (i) promptly notifies VRH in writing of such claims; (ii) gives VRH exclusive control over the defense and any settlement negotiations; (iii) does not admit liability or settle without prior written consent from VRH; and (iv) provides VRH with all reasonable cooperation and information necessary for the defense or settlement of the claim.

10.4. VRH shall not be liable for claims resulting from:

10.4.1. modifications by third parties to the results of the Services and/or Deliverables without VRH's consent; or

10.4.2. use of the results of the Services and/or Deliverables in violation of the terms of the Agreement.

11. AANSPRAKELIJKHEIDSBEPERKING

11.1. Het gebruik door de Klant van de Diensten en Opleveringen is altijd voor eigen risico van de Klant.

11.2. Behoudens clausule 11.4 hieronder, is de totale aansprakelijkheid van elke Partij voor alle schade die voortvloeit uit of verband houdt met de Overeenkomst, ongeacht of deze voortvloeit uit contract, onrechtmatige daad of anderszins, beperkt tot het totale bedrag dat door de Klant is betaald onder de Overeenkomst gedurende de twaalf (12) maanden voorafgaand aan de gebeurtenis die aanleiding gaf tot de aansprakelijkheid. Tenzij nakoming permanent onmogelijk is, is VRH alleen aansprakelijk voor een toerekenbare tekortkoming in de nakoming van haar verplichtingen onder de Overeenkomst als de Klant VRH zonder vertraging schriftelijk in gebreke stelt met een duidelijke omschrijving van de tekortkoming en een redelijke termijn om deze te herstellen, en VRH ook na deze termijn haar verplichtingen niet nakomt.

11.3. Geen van de Partijen is in enig geval aansprakelijk onder de Overeenkomst of de beëindiging daarvan voor indirecte of gevolgschade van welke aard dan ook, inclusief gederfde winst, omzetverlies en verlies van gegevens.

11.4. De in deze clausule 11 vastgestelde beperkingen van aansprakelijkheid zijn niet van toepassing op: (i) aansprakelijkheid voor schade als gevolg van persoonlijk letsel of overlijden; of (ii) aansprakelijkheid voor schade die het gevolg is van opzettelijk wangedrag of grove nalatigheid van een Partij of haar senior management.

11.5. Een Partij is niet aansprakelijk indien en voor zover zij wordt verhinderd haar verplichtingen na te komen door omstandigheden buiten haar redelijke controle, waaronder maar niet beperkt tot brand, overstromingen, natuurrampen, oorlog, stakingen van derden, verstoringen in transport, terroristische handelingen, ongevallen, maatschappelijke onrust en andere gebeurtenissen buiten de redelijke controle van de Partij. Zodra dergelijke omstandigheden ophouden te bestaan, is de Partij verplicht haar verplichtingen onder de Overeenkomst te hervatten. Een Partij dient de andere Partij hiervan onmiddellijk schriftelijk op de hoogte te stellen om aanspraak te maken op deze bepaling. Indien de omstandigheden langer dan dertig (30) dagen aanhouden, mag elke Partij de Overeenkomst schriftelijk beëindigen zonder enige aansprakelijkheid jegens de andere Partij.

12. Term and Termination

12.1. The Agreement enters into force upon signature of the VRH Agreement and remains in effect until all Services and Deliverables specified in the Statement of Work have been delivered to the Client, or until terminated.

12.2. Each Party has the right to terminate the Agreement immediately if: (i) the other Party breaches a material obligation under the Agreement in a way that cannot be remedied and justifies termination; (ii) the other Party breaches a material obligation that can be remedied but fails to do

so within thirty (30) days after receiving a written notice from the non-breaching Party specifying the breach and indicating that it justifies termination; or (iii) the other Party is declared bankrupt, becomes insolvent, enters into a composition or arrangement with its creditors, makes an assignment for their benefit, is placed in liquidation (voluntarily, other than for restructuring or merger, or compulsorily), or has a receiver or administrator appointed over its assets.

12.3. Termination of the Agreement shall not affect: (i) any accrued liabilities and rights of the Parties prior to termination; and (ii) any provisions of the Agreement that expressly survive termination or expiration.

13. Dispute Resolution and Governing Law

13.1. These Service Terms, the Agreement, and any disputes arising therefrom shall be governed by Dutch law.

13.2. The Parties shall first attempt to resolve any disputes amicably by making all reasonable efforts to settle disputes through consultation. If the Parties fail to resolve the dispute, it shall be exclusively submitted to the competent courts of Amsterdam, the Netherlands.

14. Miscellaneous Provisions

14.1. The Client may not assign or transfer its rights, benefits, or obligations under the Agreement without the prior written consent of VRH.

14.2. The Agreement, including information incorporated by written reference (such as reference to information in a URL), constitutes the entire arrangement regarding all matters discussed in the Agreement. All previous written and/or oral promises are replaced by the Agreement. Amendments and/or additions to the Agreement shall be made in writing and signed by both Parties.

14.3. The Client and VRH are independent contractors. Nothing in this Agreement is intended to designate either Party as the agent, legal representative, partner, joint venture, franchisee, employee, or service provider of the other Party.

14.4. If any provision of the Agreement is void or unenforceable, the remaining provisions shall remain in full force and effect. In such a case, the Parties shall consult to agree on new provisions to replace the void or unenforceable provisions.