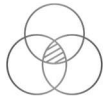


*This English version of the General Terms and Conditions is a translation of the Dutch version 01/2026. In the event of any inconsistencies or discrepancies between the English and Dutch versions, the Dutch version shall prevail.*

## **Chapter 1. General**

### **Article 1. Definitions**

1. General Terms and Conditions: these general terms and conditions of the Contractor, as declared applicable from time to time, including any appendices and additional provisions referred to in the Engagement Letter.
2. Materials: all works developed or made available by the Contractor in the context of the Assignment, including reports, advice, models, methodologies, presentations, data, schedules and other (digital or physical) results, insofar as these do not contain business-sensitive, confidential or competitively sensitive information of the Contractor and do not disclose the Contractor's underlying know-how, methodologies or working methods.
3. Engagement Letter / Engagement Letters: the written order confirmation, quotation, framework agreement, Statement of Work (SoW), project proposal, addendum or other written record of the Services sent by the Contractor to the Client, describing the Services and any additional agreements, which is signed and returned by the Client for approval, either in writing or electronically, or whose contents are otherwise accepted or confirmed by the Client, including acceptance evidenced by electronic correspondence or by the actual commencement or continuation of the Services, all in accordance with these General Terms and Conditions.
4. Client: any natural person or legal entity acting in the course of a profession or business who enters into an agreement with the Contractor by (i) signing the Engagement Letter, or (ii) by the Services described in the Engagement Letter being commenced with the Client's consent or as evidenced by correspondence between the Contractor and the Client, in which case the Engagement Letter is deemed to have been accepted by the Client. If there are multiple Clients, they shall jointly and severally be deemed the Client within the meaning of these General Terms and Conditions and shall be jointly and severally liable for the full and proper performance of all obligations arising from the Agreement and these General Terms and Conditions

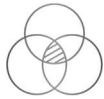


5. Contractor: The Caring Company B.V., registered with the Dutch Chamber of Commerce under number 88501787, as well as any legal successor under universal or particular title, including successors by merger, demerger, legal separation, asset-liability transaction or otherwise, insofar as they demonstrably continue all or part of the business activities of The Caring Company B.V. in the field of customer contact and customer service and/or perform the Services as included in the Contractor's Engagement Letter.
6. Agreement / Assignment: any agreement between the Contractor and the Client relating to the performance of Services, including the Engagement Letter(s) and these General Terms and Conditions.
7. Services: all services performed or to be performed by the Contractor for the Client, including but not limited to advice, consultancy, analyses, reports, memoranda, project management, implementation support, operational support and all other services included in or arising from the Agreement.

## **Chapter 2. General provisions**

### **Article 2. Applicability of the General Terms and Conditions**

1. These General Terms and Conditions are primarily and exclusively drawn up for agreements with business clients (B2B). If and insofar as the Contractor nevertheless enters into an agreement with a natural person acting in the course of a profession or business, these General Terms and Conditions shall also apply, provided that they apply only insofar as they do not conflict with mandatory provisions of consumer law.
2. These General Terms and Conditions apply to all offers, quotations, Engagement Letters, Agreements and other legal relationships between the Contractor and the Client.
3. The applicability of any general or purchasing conditions of the Client is expressly rejected.
4. Deviations from these General Terms and Conditions are only valid if expressly confirmed in writing by the Contractor.
5. The Contractor is entitled to amend these General Terms and Conditions. Amended terms shall apply as soon as they have been provided to the Client in writing or electronically and a new Assignment is entered into or the Services are continued.

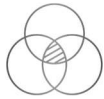


### **Article 3. Formation of the Agreement**

1. All offers and quotations of the Contractor are without obligation and only bind the Contractor after the Engagement Letter has been signed for approval by the Client in writing or electronically and received by the Contractor, or if and as soon as the Engagement Letter has otherwise been accepted by the Client, including acceptance evidenced by (electronic) correspondence or by the actual commencement or continuation of the Services, unless expressly stated otherwise in these General Terms and Conditions or in the Engagement Letter.
2. The Client warrants the accuracy and completeness of all information provided by it.
3. The Agreement, including the price quotation, is based on the information, data and assumptions provided by the Client. If, after acceptance of the Engagement Letter, it appears that this information is incorrect, incomplete or insufficiently provided, or that material information has not been shared or not shared in a timely manner, the Contractor is entitled to reasonably and proportionally (pro rata) amend the content of the Agreement, the Services, the planning and/or the agreed fees. Such an amendment does not entitle the Client to termination, dissolution, suspension or compensation.

### **Article 4. Performance of the Services**

1. The Contractor shall perform the Services to the best of its knowledge and ability as a careful and professional service provider.
2. All Services are performed on the basis of an obligation of best efforts. The Contractor does not provide any guarantees with regard to the achievement of intended results, KPIs, targets, service levels or other performance indicators, savings, turnover, customer satisfaction or other objectives.
3. Decisions taken by the Client on the basis of advice or Materials are taken entirely at the Client's own risk. The Contractor is not liable for damage resulting from decisions, actions or omissions of the Client or third parties based on advice, reports or analyses provided by the Contractor.
4. The Contractor is entitled to engage third parties in the performance of the Assignment and to replace advisors or employees deployed by it. The Contractor shall, insofar as

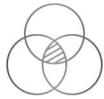


reasonably possible, endeavour to deploy replacement(s) of an equivalent level in order to safeguard continuity and quality as much as possible.

5. Deadlines and schedules are indicative only and shall never constitute strict deadlines. They are also dependent on circumstances and on the Client's cooperation, including the information obligations set out in Article 5.
6. Complaints regarding the performance of the Services must be submitted by the Client in writing and with reasons within fourteen (14) calendar days after discovery, but no later than thirty (30) days after performance of the relevant Services. Failure to complain in time shall result in the forfeiture of any right to rectification, compensation or other claims. In the event of a conflict between this provision and Article 7(4), Article 7(4) shall prevail.
7. The Agreement is entered into on a non-exclusive basis. The Contractor is entitled to perform services for other clients alongside this Assignment, including clients active in the same or a similar market, provided that no confidential information of the Client is used.

#### **Article 5. Cooperation obligations of the Client**

1. The Client shall ensure the timely, correct and complete provision of all information necessary for the performance of the Assignment and shall timely inform the Contractor of all facts and circumstances that may affect the performance or outcome of the Services.
2. If the Client fails to provide timely, complete, correct and/or relevant information and this results in additional work, delay or additional time spent by the Contractor, the resulting additional work and hours shall be entirely at the Client's expense. Such additional work shall be performed and invoiced at the Contractor's then-applicable rates and qualifies as additional work. In such a case, the Client cannot rely on an agreed fixed price, schedule or estimate.
3. If the Client fails to meet its obligations, the Contractor is entitled to suspend the Services and to charge the resulting costs.
4. The Client shall do everything that can reasonably be expected of it to enable the Contractor to properly and timely perform the Services, including providing necessary



cooperation, timely availability of relevant information, systems, resources and contact persons, timely decision-making, and – if required – making a suitable workplace available free of charge.

#### **Article 6. Amendments and additional work**

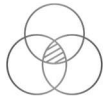
1. Changes to the Assignment or extensions of the Services may have consequences for planning and costs.
2. Additional work shall be performed at the Contractor's customary rates and qualifies as an additional Assignment.

#### **Article 7. Fees and payment**

1. All prices are exclusive of 21% VAT and other government levies.
2. The Contractor invoices monthly. Invoices must be paid within thirty (30) days of the invoice date. The Contractor's administration, time records and documentation constitute conclusive evidence of the Services performed and fees due.
3. If the Client fails to pay within the agreed payment term, the Client shall be legally in default without further notice and shall owe statutory commercial interest from the due date until full payment. In addition, from the moment of default the Client shall owe extrajudicial collection costs, which are immediately payable and amount to at least EUR 2,500.
4. The Contractor is entitled to suspend the Services and/or to require advance payment or security if there is reasonable doubt as to the Client's ability to pay.
5. Complaints regarding the content or amount of an invoice must be submitted in writing and with reasons within seven (7) calendar days after the invoice date. If no complaint is made within this period, the invoice is deemed accepted and undisputed and the right to dispute it is forfeited.
6. The Client is not entitled to suspend, set off or otherwise withhold its payment obligations, regardless of any alleged shortcoming by the Contractor.

#### **Article 8. Duration and termination**

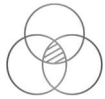
1. The Agreement ends by operation of law upon completion of the Assignment, unless it concerns a continuing agreement.



2. The Contractor may terminate a continuing agreement in writing with one (1) month's notice, unless a shorter period has been agreed in writing.
3. The Client may terminate a continuing agreement in writing with two (2) months' notice, unless a longer period has been agreed.
4. During the notice period the Agreement remains in full force and the Client remains obliged to pay the agreed fees for Services performed. If, after expiry of the notice period, the Contractor continues to perform Services at the Client's request or with its consent, such Services are deemed to be performed under a new (additional) Assignment for the same term or duration, to which these General Terms and Conditions apply in full.
5. Upon termination, all payment obligations of the Client remain in full force.
6. The Contractor is entitled to terminate the Agreement with immediate effect in the event of a serious breach of trust, misuse of advice, or if continuation of the Services cannot reasonably be required, without any obligation to pay compensation or refund received amounts.
7. The Client is not entitled to transfer rights or obligations under the Agreement to third parties without the Contractor's prior written consent.
8. Each party is entitled to terminate the Agreement with immediate effect, in whole or in part, without judicial intervention if, with respect to the other party: (a) an application for bankruptcy, suspension of payments or WHOA has been filed or granted; (b) the business is liquidated or effectively discontinued; or (c) a substantial part of the other party's assets is attached. In the event of termination by the Contractor on this ground, the Contractor shall never be obliged to refund amounts already received or to pay any compensation.

#### **Article 9. Confidentiality**

1. The Contractor and the Client shall ensure that all information received from the other party which is known or should reasonably be known to be confidential remains confidential, unless disclosure is required by law. Such information shall only be used for the purpose for which it was provided. Information is in any event considered confidential if designated as such by either party. Without prior written consent of the Contractor, the

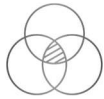


Client shall not make any statements to third parties regarding the Contractor's approach, methods or Materials.

2. The Contractor acknowledges the confidential and company-specific nature of the Client's trade secrets, know-how, processes and other non-public information and shall not use such information for purposes other than performance of the Agreement, nor make it available to third parties, except insofar as necessary for performance or permitted by law.
3. This obligation survives termination of the Agreement.

#### **Article 10. Intellectual property**

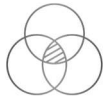
1. All intellectual property rights in the Materials shall vest exclusively in the Contractor, unless expressly agreed otherwise in writing.
2. The Client shall obtain solely a non-exclusive and non-transferable right to use the Materials for internal use within its own organization.
3. All intellectual property rights in materials, data and information supplied by the Client shall remain vested in the Client.
4. The Services and the Materials are intended exclusively for the Client's internal use. The Client is not permitted to disclose or make the Services or Materials, in whole or in part, available to or used by third parties, including group companies, without the Contractor's prior written consent.
5. The Contractor accepts no liability whatsoever towards third parties who take note of or make use of the Services or the Materials.
6. The Client shall fully indemnify and hold the Contractor harmless against all claims by third parties, including but not limited to claims, damages, fines, costs and actually incurred (legal) assistance costs, arising from or related to (i) the disclosure to or use by third parties—whether permitted or not—of the Services or the Materials, and/or (ii) any act or omission of the Client or unsafe, defective or hazardous conditions within the Client's organization or at the Client's premises in connection with the performance of the Services.
7. The Client is not permitted to use the Contractor's name, trade name or logo as a reference without the Contractor's prior written consent.



8. Without prejudice to the provisions of this article, the Contractor shall remain entitled to use the knowledge, experience, insights, methodologies and working methods acquired in the performance of the Services for other assignments, provided that no confidential information of the Client is used and the Client cannot be directly or indirectly identified.

## **Article 11. Liability**

1. The Contractor shall not be responsible or liable for the accuracy, completeness or timeliness of any data, information or materials supplied by the Client or third parties on which the Services are based, in whole or in part.
2. The Contractor shall only be liable for direct damage that is the direct result of an attributable failure by the Contractor to perform the Agreement, provided that the Client has given the Contractor written notice of default by registered mail, clearly specifying the breach, and has granted the Contractor a reasonable period of at least thirty (30) days to remedy such breach, and the Contractor remains in default after expiry of that period.
3. Any liability of the Contractor shall be limited to the amount paid out by the Contractor's liability insurer, less the applicable deductible.
4. If no insurance payment is made, the Contractor's liability shall be limited to the invoice amount actually paid by the Client in respect of the relevant Assignment, with an absolute maximum of EUR 7,500 inclusive of 21% VAT.
5. Liability for indirect damage, consequential damage, loss of profit, reputational damage and business interruption is excluded.
6. Any claim shall lapse if it is not notified in writing within one (1) month after discovery.
7. The provisions in these General Terms and Conditions regarding limitations and exclusions of liability, indemnities and choice of forum shall also apply for the benefit of third parties engaged by the Contractor in the performance of the Agreement, including substitutes, who may invoke these provisions in their own right as a third-party stipulation within the meaning of Article 6:253 of the Dutch Civil Code.
8. The Client shall fully indemnify and hold harmless the Contractor, as well as any third parties engaged by the Contractor in the performance of the Agreement, from and against all claims, additional tax assessments, demands, fines, interest and costs



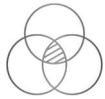
imposed by the Dutch Tax Authorities, the Employee Insurance Agency (UWV) and/or other governmental bodies, relating to the withholding and/or payment of taxes, social security contributions and related levies, insofar as these arise from or are connected with the Services performed by the Contractor and/or such third parties.

**Article 12. Severability and Order of Precedence**

1. If any provision of these General Terms and Conditions is wholly or partially void, voided or unenforceable due to conflict with mandatory law, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed replaced by a provision that most closely reflects the intent and economic purpose of the original provision, taking into account the applicable mandatory law.
2. In the event of any conflict between the Agreement and these General Terms and Conditions, the Agreement shall prevail solely with respect to the description of the Services, the term, the notice period and the fees. In all other respects—including but not limited to liability, intellectual property, payment, force majeure, indemnification and forum—the General Terms and Conditions shall prevail.

**Article 13. Force Majeure**

1. The Contractor shall not be obliged to perform any obligation if performance is prevented due to force majeure or unforeseen circumstances.
2. Force majeure and unforeseen circumstances shall in any event include, but not be limited to: illness, incapacity or unavailability of the Contractor or persons engaged by it where replacement cannot reasonably be arranged, failures in (tele)communication or IT systems, pandemics, governmental measures, fire, strikes, war, natural disasters and other circumstances beyond the Contractor's control.
3. In the event of force majeure or unforeseen circumstances (as referred to in paragraph 2 of this article), the Contractor shall be entitled to suspend performance of the Agreement for the duration of the force majeure situation or to terminate the Agreement in whole or in part without being liable for any damages, without prejudice to the Contractor's right to payment for Services already performed.



**Article 14. Governing Law and Jurisdiction**

1. All legal relationships, including the Agreement and these General Terms and Conditions, shall be governed exclusively by Dutch law.
2. Any disputes shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.