

General Terms and Conditions Serious Rooster Consultancy B.V.

This English version is a non-binding translation of the Dutch text. Only the Dutch version is legally binding. In the event of any conflict between the versions, the Dutch version prevails.

These General Terms and Conditions apply as of February 1, 2026.

1. Definitions and Contract Model

1.1 In this document, the following definitions apply:

- “General Terms and Conditions”: this document.
- “Effective Date”: the effective date of these General Terms and Conditions, stated at the beginning of this document.
- “Contractor”: Serious Rooster Consultancy B.V.
- “Client”: the legal entity that enters into an agreement with the Contractor.
- “Parties”: the Client and the Contractor together.
- “Services”: all professional services in the fields of IT consultancy, software development, quality assurance, DevOps, assessments, and related activities performed by the Contractor.
- “In Writing”: by email, via an electronic signing system that records the identity of the signatories, or on paper.
- “SOW” (Statement of Work): an In Writing document agreed by the Parties that sets out the specific Services, activities, fees, and other arrangements.
- “Work Product”: all reports, advice, documentation, code, configurations, and other results delivered by the Contractor under an SOW.
- “MSA” (Master Service Agreement): a separate framework agreement between the Client and the Contractor setting out the general contractual arrangements.
- “Contract Documents”: the documents that together form the Agreement, being (i) these General Terms and Conditions and an SOW, insofar as no MSA applies, or (ii) an MSA and an SOW.
- “Agreement”: the legal relationship between the Client and the Contractor as set out in the applicable Contract Documents.

1.2 Terms capitalized in these General Terms and Conditions have the meaning assigned to them in Article 1.1, unless the context indicates otherwise.

1.3 These General Terms and Conditions, together with an SOW, form the entire Agreement between the Client and the Contractor only if the Parties have not entered into an MSA.

1.4 If the Parties have entered into an MSA, these General Terms and Conditions do not apply, regardless of any reference thereto.

1.5 In the event of a conflict, the SOW prevails over these General Terms and Conditions, provided that provisions regarding indemnification, liability, intellectual property, confidentiality, privacy, and choice of forum in these General Terms and Conditions prevail, unless the SOW expressly, In Writing, and specifically provides otherwise.

2. Applicability

2.1 These General Terms and Conditions apply to every In Writing offer and every SOW in which these General Terms and Conditions are declared applicable, insofar as no MSA applies, and to all Services performed from the Effective Date on the basis of such offer and SOW.

2.2 Deviations from these General Terms and Conditions are valid only if agreed In Writing by the Parties.

2.3 The applicability of any general terms and conditions or purchasing conditions of the Client is explicitly excluded.

3. Services and Cooperation

3.1 The Contractor provides Services only. No goods are supplied.

3.2 Services are performed exclusively on the basis of an SOW.

3.3 The Contractor will perform the Services with due care and expertise, as may reasonably be expected of a professional IT service provider.

3.4 If the Contractor uses subcontractors in performing the Services, the Contractor will ensure that such subcontractors are bound by appropriate obligations regarding confidentiality, data protection, and information security.

3.5 Depending on the nature of the Services, an SOW includes, among other things, a description of the Services, scope and assumptions, schedule or term, rates and payment arrangements, and—if agreed—acceptance criteria or service levels.

4. Best-Efforts Obligation

4.1 All Services of the Contractor qualify as a best-efforts obligation, unless expressly and In Writing agreed otherwise in an SOW.

4.2 Result obligations, service levels, acceptance criteria, or other measurable performance indicators apply only if they are expressly and In Writing set out in the relevant SOW.

4.3 If an SOW does not set out acceptance criteria or an acceptance procedure, the Services will be deemed accepted if the Client has not complained In Writing within fourteen (14) days after delivery or availability.

4.4 A complaint must be submitted In Writing, with a clear and concrete description of the defect, such that the Contractor is given a reasonable opportunity to remedy.

4.5 Putting (parts of) the Services into use for regular business operations constitutes acceptance. Use solely for evaluation or testing does not constitute acceptance. For ongoing Services, each delivery, availability, or periodic report constitutes a separate moment at which the period referred to in Article 4.3 starts.

4.6 A complaint that does not also contain a reasonable and concrete request to remedy does not, in principle, entitle the Client to suspend payment obligations or other obligations under the Agreement.

5. Responsibilities of the Client

5.1 The Client is responsible for:

- making correct and complete information available in a timely manner;
- providing necessary access to systems, data, and personnel;
- making decisions and setting priorities.

5.2 The Contractor may rely on the accuracy and completeness of information provided by the Client.

5.3 The Contractor is not liable for delays or failures resulting from:

- acts or omissions of the Client;
- third parties or suppliers engaged by the Client;
- the Client's existing systems, infrastructure, or software.

5.4 The Contractor is not liable for damages resulting from decisions or actions of the Client based on incorrect, incomplete, or unclear information provided by or on behalf of the Client.

5.5 The Client designates one or more authorized contacts who are authorized to give instructions and make decisions on behalf of the Client. The Contractor may rely on the instructions and decisions of these contacts.

5.6 The Client is responsible for creating and maintaining up-to-date backups of data, unless expressly and In Writing agreed otherwise in an SOW.

6. Indemnification by the Client

6.1 The Client indemnifies the Contractor against all third-party claims, as well as related damages and reasonable costs (including legal costs), arising from or related to:

- a. materials, data, content, instructions, or specifications provided by or on behalf of the Client;
- b. (alleged) infringement of intellectual property rights or other rights of third parties as a result of the use or processing of the materials referred to in (a);
- c. use by the Client (or third parties on behalf of the Client) of Work Product other than in accordance with the Agreement or outside the agreed scope.

6.2 The Contractor will promptly notify the Client In Writing of a claim and will provide the Client, to a reasonable extent, with the necessary information.

6.3 At the Contractor's first request, the Client will provide appropriate cooperation in the defense. A settlement binding on the Contractor will not be entered into without the Contractor's prior In Writing consent.

6.4 This indemnity does not affect the Contractor's liability limitations in Article 12.

7. Changes and Scope

7.1 Changes to the Services, scope, schedule, or fees are valid only if recorded In Writing and expressly accepted by both Parties.

7.2 Changes may lead to adjustments of rates, schedule, and staffing.

7.3 Changes are recorded as an amendment to the existing SOW or as a new SOW.

8. Fees and Payment

8.1 Fees and payment arrangements are set out in the SOW.

8.2 Invoices must be paid within the agreed payment term.

8.3 If payment is not made on time, the Client is in default and the Contractor is entitled to:

- charge contractual interest of one percent (1%) per month on the outstanding amount;
- recover extrajudicial and judicial collection costs;
- temporarily suspend performance of the Services.

8.4 Set-off by the Client is not permitted. Suspension of payment is permitted only for the reasonably disputed portion of the invoice and only insofar as the Client meets the complaint requirements of Articles 4.3 and 4.4.

8.5 The Contractor is entitled to annually index the rates and fees agreed in the SOW based on the CBS Services Producer Price Index (DPI), series business services (2021=100), as published by Statistics Netherlands (CBS), insofar as the relevant SOW has a term longer than twelve (12) months, provided that the indexation is capped at 5% per year.

8.6 The Contractor will inform the Client prior to applying the indexation. The indexation takes effect automatically and will be applied from the next invoice.

9. Intellectual Property

9.1 All intellectual property rights in the Work Product vest in the Client after full payment of all fees due, unless otherwise set out in the SOW. Until full payment, the Client obtains a non-exclusive right of use for its internal business purposes within the Client's organization, which right of use may be suspended by the Contractor In Writing in case of late payment.

9.2 The Contractor retains all rights to:

- existing intellectual property rights;
- generic knowledge, methodologies, tools, frameworks, and reusable components.

9.3 To the extent such elements form part of the Work Product, the Client obtains a non-exclusive right of use for internal purposes. The Parties may agree further arrangements in an SOW or MSA regarding a broader license or transferability.

9.4 Generic knowledge, methodologies, tools, frameworks, and reusable components never qualify as Work Product, even if they (whether or not integrated) form part of the delivered Work Product.

9.5 To the extent Work Product uses third-party software or components, including open-source software, the applicable third-party license terms apply; the Client will comply with those terms. The Contractor will, where reasonably possible, inform the Client about third-party license terms that limit use of the Work Product. The Contractor does not warrant the Client's compliance with such license terms.

10. Confidentiality

10.1 The Parties are obliged to keep confidential information secret.

10.2 Confidential information means all information of either Party provided to the other Party in the context of the Agreement, regardless of form, that is marked as confidential or that is reasonably clear to be confidential in nature, including in any event commercial, technical, financial, organizational information, and personal data.

10.3 The confidentiality obligation does not apply to information that:

- a. has lawfully become public without breach of this Agreement;
- b. was already lawfully in the receiving Party's possession before disclosure;
- c. was lawfully obtained from a third party without a confidentiality obligation; or
- d. must be disclosed pursuant to law or regulation or a binding government order, provided the other Party is informed in advance, where reasonably possible.

10.4 The confidentiality obligation applies during the term of the Agreement and for three (3) years after termination. For information qualifying as strictly confidential or as a trade secret, the confidentiality obligation continues as long as the information retains its confidential character.

10.5 The Parties may share Confidential Information with employees, advisers, and engaged third parties who need to know it for performance of the Agreement, provided such persons are bound by a confidentiality obligation at least equivalent to this article.

11. Privacy and Data Protection

11.1 To the extent the Contractor processes personal data, it will do so solely on the Client's instruction and in accordance with a separate data processing agreement (DPA).

11.2 The Contractor will not process personal data before a DPA has been validly concluded.

11.3 In the event of a conflict between these General Terms and Conditions and the DPA, the DPA prevails, but only insofar as it concerns obligations regarding the processing of personal data.

11.4 The DPA may not impose broader liability or indemnification obligations than expressly and In Writing agreed by the Parties.

11.5 If the Contractor processes personal data, the Client qualifies as controller and the Contractor as processor, unless the Parties agree otherwise In Writing in the DPA.

11.6 The Contractor will implement appropriate technical and organizational measures to secure data, appropriate to the nature and scope of the Services and the associated risks, as further elaborated in the Contractor's security policy, which will be made available upon request.

11.7 The measures referred to in Article 11.6 apply only to systems and processes managed by the Contractor within the frameworks and policy choices set by the Client.

These measures are risk-based in nature and do not constitute a result obligation and do not guarantee that security incidents will be fully prevented.

12. Liability

12.1 The Contractor is liable only for direct damages.

12.2 Liability for indirect damages is excluded, including in any event consequential damages, loss of profit, loss of data, business interruption, loss of goodwill, and unrealized or expected savings.

12.3 The Contractor's total aggregated liability arising from or related to the Contract Documents or the Services, on whatever basis (including contract, tort, or otherwise), is limited to the total amount of fees paid by the Client to the Contractor under the relevant SOW in the twelve (12) months preceding the event giving rise to the claim, with an absolute maximum of EUR 250,000. This maximum applies as an overall maximum for all claims together arising from that SOW.

12.4 These limitations do not apply in the event of intent or gross negligence by the Contractor.

12.5 Any payout under the Contractor's liability insurance, if any, does not affect the liability limitations included in this article and does not grant the Client an independent right against the insurer.

12.6 Any claim against the Contractor lapses if it is not reported to the Contractor In Writing within twelve (12) months after the Client became aware, or reasonably should have become aware, of the damage-causing event, stating the relevant facts and—where reasonably possible—the nature and extent of the damage, unless a longer term is expressly, In Writing, and specifically agreed in the relevant SOW, provided that such term may never exceed twenty-four (24) months.

13. Force Majeure

13.1 The Contractor is not obliged to perform if force majeure occurs.

13.2 Force majeure means any circumstance outside the Contractor's reasonable control, including disruptions or outages at third parties on whom the Contractor depends in performing the Services, such as cloud and infrastructure providers, provided such circumstances could not reasonably have been prevented or mitigated by the Contractor through reasonable measures within the agreed scope of the Services, taking into account the nature and scope of the Services.

13.3 If force majeure continues for more than sixty (60) days, the Parties are entitled to terminate the Agreement In Writing in whole or in part without any obligation to pay damages.

14. Termination

14.1 Either Party may terminate the Agreement prematurely, observing a notice period of one (1) month, unless a longer notice period is agreed in the SOW, with a maximum of three (3) months.

14.2 Upon termination, the Client remains obliged to pay for all work performed up to that point.

14.3 If the Client requests cooperation in a reasonable and practically feasible transition of the Services following termination, the Contractor will provide such cooperation for a reasonable fee based on the then-current hourly rates, for a period of up to three (3) months after termination, unless otherwise agreed in the SOW.

14.4 Fees already paid by the Client will not be refunded upon termination.

14.5 Either Party is entitled to terminate the Agreement with immediate effect In Writing if the other Party, after an In Writing notice of default and a cure period of fourteen (14) days, culpably fails to perform material obligations, including failure to pay undisputed invoices.

15. Governing Law and Forum

15.1 Dutch law applies to all legal relationships between the Client and the Contractor.

15.2 Disputes will be submitted exclusively to the competent court of the District Court in the district where the Contractor has its registered office, without prejudice to the Contractor's right to initiate interim relief proceedings before that court in urgent cases.

16. Final Provisions

16.1 If any provision of these General Terms and Conditions proves invalid, the remaining provisions remain in full force and effect. In that event, the Parties will replace the invalid provision with a valid provision that, as far as possible, aligns with its intent.

16.2 This English version is provided for convenience only. The Dutch version of these General Terms and Conditions is the only legally binding version. In case of any discrepancy or inconsistency between the English and Dutch versions, the Dutch version shall prevail.

16.3 After termination of the Agreement, only the provisions regarding indemnification, intellectual property, confidentiality, liability, contractual time-bar periods, and choice of forum remain in effect, as well as payment obligations that arose before termination.

Translation of the Dutch version 1.1, dated January 17, 2026