

Article 1. General

1. These terms and conditions apply to every offer, quotation, and agreement between Sherpa Digital, a trade name of Young Digital Leaders B.V., a private limited company established at Keizersgracht 442, 1016GD in Amsterdam, registered in the Trade Register of the Chamber of Commerce under number 68502060, legally represented by its director D. Stokman, hereinafter referred to as the "Contractor," and the clients of Sherpa Digital (Young Digital Leaders B.V.), hereinafter referred to as the "Client," to which the Contractor has declared these terms and conditions applicable, insofar as the parties have not explicitly and in writing deviated from these terms and conditions.
2. These terms and conditions also apply to agreements with the Contractor, for the execution of which the Contractor must involve third parties.
3. The applicability of any purchasing or other conditions of the Client is expressly rejected.
4. If one or more provisions in these general terms and conditions are at any time wholly or partially void or annulled, the remaining provisions of these general terms and conditions shall remain fully applicable. The Contractor and the Client shall then consult to agree on new provisions to replace the void or annulled provisions, whereby the purpose and intent of the original provisions shall be taken into account as much as possible.
5. If there is any uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation shall be in accordance with the 'spirit' of these provisions.
6. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation shall be assessed in the spirit of these general terms and conditions.
7. If the Contractor does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would lose any right to demand strict compliance with the provisions of these terms and conditions in other cases.

Article 2. Quotations and Offers

1. All quotations and offers from the Contractor are without obligation unless a term for acceptance is stated in the quotation. If no acceptance period is stated, no rights can be derived in any way from the quotation or offer if the product to which the quotation or offer relates is no longer available in the meantime.

2. The Contractor cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.
3. All prices are exclusive of value-added tax (VAT) and other levies imposed or to be imposed by the government. Unless otherwise agreed, all prices are stated in euros, and the Client must always pay all prices in euros.
4. If the acceptance (whether or not on minor points) deviates from the offer or quotation included in the quotation or offer, the Contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance unless the Contractor indicates otherwise.

Article 3. Contract Duration; Execution Periods, Risk Transfer, Execution, and Modification of the Agreement; Price Increase

1. The agreement between the Contractor and the Client is entered into for a fixed period unless the nature of the agreement dictates otherwise or unless the parties explicitly and in writing agree otherwise.
2. If a term has been agreed upon or specified for the execution of certain work or the delivery of certain goods, this is never a strict deadline. If a deadline is exceeded, the Client must therefore give the Contractor written notice of default. The Contractor must be given a reasonable period to still fulfill the agreement.
3. The Contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, based on the state of knowledge at that time.
4. The Contractor has the right to have certain work performed by third parties. The applicability of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code is expressly excluded.
5. If work is carried out by the Contractor or third parties engaged by the Contractor on-site at the Client's location or a location designated by the Client as part of the assignment, the Client must provide the reasonably required facilities free of charge.
6. The Contractor is entitled to execute the agreement in different phases and to invoice the part thus executed separately.
7. The Client shall ensure that all data that the Contractor indicates are necessary, or that the Client should reasonably understand are necessary for the execution of the agreement, are provided to the Contractor in a timely manner. If the required data for the execution of the agreement are not provided to the

Contractor on time, the Contractor has the right to suspend the execution of the agreement and/or charge the additional costs resulting from the delay according to the usual rates at that time. The execution period does not commence until after the Client has provided the Contractor with the data. The Contractor is not liable for damage of any kind caused by the Contractor relying on incorrect and/or incomplete data provided by the Client.

8. If during the execution of the agreement it appears that it is necessary to modify or supplement it for proper execution, the parties will proceed with an adjustment of the agreement in a timely manner and in mutual consultation. If the nature, scope, or content of the agreement is changed, whether at the request or instruction of the Client or authorized authorities, and the agreement is thereby changed in qualitative and/or quantitative terms, this may have consequences for what was originally agreed upon. Furthermore, the originally specified execution period may be changed due to an amendment to the agreement. The Client accepts the possibility of modifying the agreement, including the change in price and execution period.
9. If the agreement is amended, including an addition, the Contractor is entitled to execute it only after it has been approved by the competent person within the Contractor and the Client has agreed to the specified price and other conditions for execution, including the time at which it will be carried out. Failure to execute the amended agreement immediately does not constitute a default by the Contractor and does not give the Client grounds to cancel or terminate the agreement.
10. Without being in default, the Contractor can refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for example, for the work to be performed or goods to be delivered.
11. If the Client fails to properly fulfill its obligations under the agreement, the Client is liable for all direct and indirect damage incurred by the Contractor as a result.
12. If the price increase exceeds 10% other than as a result of a change to the agreement and occurs within three months after the conclusion of the agreement, only the Client who is entitled to invoke Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to dissolve the agreement by means of a written statement, unless the Contractor:
 - Is still willing to execute the agreement based on the originally agreed terms;
 - The price increase results from an obligation under the law imposed on the Contractor;

- It was agreed that delivery would take place more than three months after the conclusion of the agreement;
- Or, in the case of delivery of goods, if it was agreed that delivery would take place more than three months after the purchase.

Article 4. Suspension, Dissolution, and Termination of the Agreement

1. The Contractor is entitled to suspend the fulfillment of its obligations or to dissolve the agreement if:
 - The Client does not, does not fully, or does not timely fulfill its obligations under the agreement;
 - After the conclusion of the agreement, the Contractor becomes aware of circumstances that give good reason to fear that the Client will not fulfill its obligations;
 - The Client, at the time of concluding the agreement, was requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient;
 - Due to a delay on the part of the Client, the Contractor can no longer be expected to fulfill the agreement under the originally agreed conditions.
2. Furthermore, the Contractor is entitled to dissolve the agreement if circumstances arise that are of such a nature that compliance with the agreement is impossible, or if other circumstances arise that are of such a nature that the unchanged continuation of the agreement cannot reasonably be expected from the Contractor.
3. If the agreement is dissolved, the Contractor's claims against the Client become immediately due and payable. If the Contractor suspends the fulfillment of its obligations, it retains its claims under the law and the agreement.
4. If the Contractor proceeds with suspension or dissolution, it shall in no way be liable for damages and costs incurred as a result in any way.
5. If the dissolution is attributable to the Client, the Contractor is entitled to compensation for damages, including costs, directly and indirectly incurred as a result.
6. If the Client does not fulfill its obligations under the agreement and this non-compliance justifies dissolution, the Contractor is entitled to immediately dissolve the agreement without any obligation on its part to pay any

compensation or indemnification, while the Client, due to default, is obliged to pay compensation or indemnification.

7. If the agreement is terminated prematurely by the Contractor, the Contractor will, in consultation with the Client, arrange for the transfer of work still to be performed to third parties unless the termination is attributable to the Client. If the transfer of work results in additional costs for the Contractor, these will be charged to the Client. The Client is obliged to pay these costs within the specified period unless the Contractor indicates otherwise.
8. In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment—if and to the extent that the attachment is not lifted within three months—at the expense of the Client, debt restructuring, or any other circumstance that prevents the Client from freely disposing of its assets, the Contractor is free to terminate the agreement immediately and with immediate effect, or to cancel the order or agreement, without any obligation on its part to pay any compensation or indemnification. The Contractor's claims against the Client are then immediately due and payable.

Article 5. Force Majeure

1. The Contractor is not obliged to fulfill any obligation towards the Client if it is hindered from doing so due to a circumstance that is not attributable to fault and is not its responsibility under the law, a legal act, or generally accepted practice.
 2. Force majeure in these general terms and conditions means, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which the Contractor has no control but which prevent the Contractor from fulfilling its obligations. Strikes in the Contractor's company or third-party businesses are included. The Contractor is also entitled to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the Contractor should have fulfilled its commitment.
 3. The Contractor may suspend obligations under the agreement for the duration of the force majeure. If this period lasts longer than two months, either party is entitled to dissolve the agreement without any obligation to compensate the other party.
 4. If the Contractor has already partially fulfilled its obligations at the time force majeure occurs, or if it can still fulfill them, and the fulfilled or fulfillable part has independent value, the Contractor is entitled to invoice this separately. The Client is obliged to pay this invoice as if it were a separate agreement.
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Article 6. Payment and Collection Costs

1. Payment must always be made within 30 days after the invoice date, in the currency in which it was invoiced, unless the Contractor has specified otherwise in writing. Invoicing takes place in installments: 50% after signing the quotation and the remaining amount is invoiced in equal monthly installments during the duration of the project.
2. If the Client fails to make timely payment of an invoice, the Client is legally in default. The Client then owes an interest of 2% per month unless the statutory interest is higher, in which case the statutory interest applies. The interest on the due amount is calculated from the moment the Client is in default until full payment of the amount due.
3. The Contractor is entitled to apply payments made by the Client first to cover costs, then to outstanding interest, and finally to the principal sum and ongoing interest. The Contractor may refuse a payment offer without being in default if the Client designates a different allocation of payment. The Contractor may also refuse full repayment of the principal sum if the accrued and ongoing interest and collection costs are not also paid.
4. The Client is never entitled to set off amounts owed to the Contractor. Objections to the amount of an invoice do not suspend the payment obligation. The Client, who is not entitled to invoke Section 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code), is also not entitled to suspend payment of an invoice for any other reason.
5. If the Client is in default or fails to meet its obligations (in a timely manner), all reasonable costs incurred to obtain payment outside of court are borne by the Client. The extrajudicial collection costs are calculated based on the methods commonly used in Dutch collection practice, currently the calculation method according to the "Voorwerk II" Report. If the Contractor has, however, incurred higher collection costs that were reasonably necessary, these actual costs are eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs.

Article 7. Retention of Ownership

1. The goods delivered by the Contractor under the agreement remain the property of the Contractor until the Client has properly fulfilled all obligations arising from the agreement(s) entered into with the Contractor.
2. The goods delivered by the Contractor that are subject to the retention of ownership may not be resold and may never be used as a means of payment. The Client is not entitled to pledge or otherwise encumber the goods subject to retention of ownership.

3. The Client must do everything reasonably expected of it to secure the Contractor's ownership rights. If third parties seize the goods delivered under retention of ownership or wish to establish or enforce rights on them, the Client is obliged to inform the Contractor immediately.
4. In the event that the Contractor wishes to exercise its ownership rights as referred to in this article, the Client grants unconditional and irrevocable permission to the Contractor and third parties designated by the Contractor to enter all locations where the Contractor's property is located and to take possession of the goods.

Article 8. Warranties, Inspection, and Complaints, Limitation Period

1. The Client is obliged to inspect the delivered goods (or have them inspected) immediately upon the moment the goods are made available or the respective work has been carried out. The Client must check whether the quality and/or quantity of the delivered goods corresponds to what was agreed and meets the requirements the parties agreed upon. Any visible defects must be reported to the Contractor in writing within seven days of delivery. Any non-visible defects must be reported immediately, but in any case no later than fourteen days after their discovery, in writing to the Contractor. The notice must contain as detailed a description of the defect as possible so that the Contractor can respond adequately. The Client must allow the Contractor to investigate the complaint (or have it investigated).
2. If the Client submits a timely complaint, this does not suspend its payment obligation. The Client remains obliged to accept and pay for the otherwise ordered goods and what they have instructed the Contractor to do.
3. If a defect is reported too late, the Client is no longer entitled to repair, replacement, or compensation.
4. If it is established that an item is defective and a complaint has been filed in a timely manner, the Contractor will, at its discretion, replace the defective item within a reasonable period after receiving its return, repair it, or pay a replacement fee to the Client.
5. If it is determined that a complaint is unfounded, all costs incurred by the Contractor, including investigation costs, shall be borne entirely by the Client.
6. Contrary to statutory limitation periods, the limitation period for all claims and defenses against the Contractor and third parties engaged by the Contractor in executing an agreement is one year.

Article G. Liability

1. If the Contractor is liable, such liability is limited to what is provided in this clause.
2. The Contractor is not liable for any damage of any kind caused by the Contractor acting on incorrect and/or incomplete data provided by or on behalf of the Client.
3. If the Contractor is liable for any damage, the Contractor's liability is limited to a maximum of twice the invoice value of the order, or at least that part of the order to which the liability relates.
4. The Contractor's liability is in any case always limited to the amount paid out by its insurer, if applicable.
5. The Contractor is only liable for direct damage. Direct damage is exclusively understood as:
 - The reasonable costs incurred to determine the cause and extent of the damage, to the extent the determination relates to damage within the meaning of these terms;
 - Any reasonable costs incurred to ensure that the defective performance of the Contractor conforms to the agreement, to the extent these can be attributed to the Contractor;
 - Reasonable costs incurred to prevent or limit damage, provided that the Client demonstrates that these costs led to a limitation of direct damage as defined in these terms.
6. The Contractor is never liable for indirect damage, including consequential damage, lost profits, lost savings, and damage due to business interruption.
7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence by the Contractor or its managerial subordinates.

Article 10. Indemnification

1. The Client indemnifies the Contractor against any claims from third parties that suffer damages in connection with the execution of the agreement where the cause cannot be attributed to the Contractor. If the Contractor is approached by third parties in this regard, the Client is obliged to assist the Contractor both extrajudicially and judicially and to do everything that can be expected of them in such a case. If the Client fails to take adequate measures, the Contractor is

entitled, without notice of default, to take action itself. All costs and damages incurred by the Contractor and third parties as a result will be fully borne by the Client.

Article 11. Intellectual Property

1. The Contractor retains all rights and powers granted under the Copyright Act and other intellectual property laws and regulations. The Contractor has the right to use the knowledge acquired through the execution of an agreement for other purposes, provided that no strictly confidential information of the Client is disclosed to third parties.

Article 12. Governing Law and Disputes

1. All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is wholly or partially performed abroad or if the party involved in the legal relationship resides abroad. The applicability of the Vienna Sales Convention is excluded.
2. The court in the Contractor's place of business has exclusive jurisdiction to hear disputes unless the law prescribes otherwise. Nevertheless, the Contractor has the right to submit the dispute to the legally competent court.
3. The parties will only appeal to the court after they have made every effort to settle the dispute through mutual consultation.

Extended Addendum for Software

Projects Article 13. Types of Software

Projects

1. **Demo Project:** A demonstration version of the software, intended to showcase functionality for internal use by the client, in the presence of a representative of Sherpa Digital. This demo is supported for a period of two months after delivery.
2. **Proof of Concept (POC):** A developed version of the software intended to test use cases with pre-briefed users. The POC is supported for a period of three months after delivery and is meant to be used in consultation and coordination with Sherpa Digital.
3. **System Implementation:** The full implementation of a software system, whose specific details, support period, and conditions are documented in a separate agreement between Sherpa Digital and the client.

Article 14. Intellectual Property of Developed Software

1. All intellectual property rights related to software developed by Sherpa Digital remain the property of Sherpa Digital. A non-exclusive, non-transferable license for the use of the developed software may be granted to the client under the conditions set out in the agreement.

Article 15. Use of Client Systems and Data

1. Sherpa Digital will be granted access to the client's systems and data as necessary for project execution, subject to all confidentiality obligations and data protection requirements.

Article 16. Support and Maintenance

1. Sherpa Digital provides technical support for demo and POC projects during the designated periods. Further support beyond these periods can be arranged at additional costs.

Article 17. Costs and Charges

1. All costs directly related to the use of the software by the client, including usage, consumption, and subscription costs, will be charged to the client, provided that these costs are 100% attributable to the use or development for the client.

Article 18. Liability and Indemnification

1. Sherpa Digital is not liable for indirect damages resulting from the use or performance of the developed software. Liability for direct damages is limited to a maximum amount as specified in the agreement.

Article 1G. Change Management

1. All requests for changes to the project scope must be submitted in writing and will be assessed for feasibility and impact on the project.