

GENERAL TERMS AND CONDITIONS BROOQY B.V.

1. 1. Definitions

1.1. In these General Terms and Conditions, the following terms shall have the following meanings:

- (a) General Terms and Conditions: The present terms and conditions applicable to all Agreements between Brooqy B.V. and the Client.
- (b) Brooqy B.V.: The sole proprietorship (eenmanszaak) Brooqy B.V., established at (5281HX) Boxtel, Breukelsplein 33, registered in the Trade Register of the Chamber of Commerce under number 89585305, and its affiliated entities.
- (c) Intellectual Property Rights: All intellectual property rights, including but not limited to copyrights, trademarks, designs, patents, domain names, semiconductor rights, industrial designs, trade secrets and know-how.
- (d) Assignment: All activities and services in the broadest sense of the word performed pursuant to the Agreement.
- (e) Client(s): The party that assigns an Assignment to Brooqy B.V., accepts an offer from Brooqy B.V., or enters into an Agreement with Brooqy B.V..
- (f) Agreement(s): All offers, Assignments and agreements between Brooqy B.V. and the Client.

2. Applicability

- 2.1. These General Terms and Conditions shall apply to all Agreements concluded between the Client and Brooqy B.V., as well as to the phase preceding the conclusion of an Agreement, with the express exclusion of the Client's general terms and conditions.
- 2.2. Deviating terms or provisions shall apply exclusively if and insofar as expressly agreed in writing between Brooqy B.V. and the Client for each individual Agreement.
- 2.3. These General Terms and Conditions shall apply in full to any amendments to the Agreement. A Client with whom an Agreement has once been concluded to which these General Terms and Conditions apply, shall be deemed to have agreed to the applicability of these General Terms and Conditions to all subsequent assignments and further Agreements.
- 2.4. Brooqy B.V. reserves the right to unilaterally amend and/or supplement these General Terms and Conditions.
- 2.5. If one or more provisions of these General Terms and Conditions conflict with the provisions of the Agreement, the relevant provisions of the Agreement shall prevail.
- 2.6. In the interpretation and construction of these General Terms and Conditions and the Agreement, the Dutch text shall be decisive.

3. Offers, Quotations and Agreement

- 3.1. All offers and quotations issued by Brooqy B.V. in any form whatsoever shall be non-binding.
- 3.2. Offers and quotations issued by Brooqy B.V. shall remain valid until seven (7) days after the date on which the offer or quotation was issued.
- 3.3. Any inaccuracies in the offer or quotation must be notified to Brooqy B.V. in writing within two (2) days.
- 3.4. The Agreement shall be concluded by the Client's express written acceptance of the offer or quotation, or by Brooqy B.V. commencing performance of the Assignment. The Client shall return the signed offer or quotation to Brooqy B.V.. Brooqy B.V. shall be entitled to revoke the Agreement within three (3) business days after receipt of the acceptance.
- 3.5. Oral undertakings or arrangements made by or with its personnel shall bind Brooqy B.V. only if confirmed in writing by an authorised representative of Brooqy B.V..
- 3.6. An Agreement is concluded between the Client and Brooqy B.V. as such and therefore not with individuals employed by Brooqy B.V. or engaged by Brooqy B.V.. This shall also apply if it is the express or implied intention of the Client that the Assignment be performed by a specific individual. Sections 7:404 and 7:407(2) of the Dutch Civil Code (Burgerlijk Wetboek) are expressly excluded in full.

4. Information

- 4.1. The Client warrants the accuracy, completeness and reliability of the information provided by or on its behalf to Brooqy B.V.. Brooqy B.V. shall not be obliged to verify or investigate the accuracy, completeness or reliability of such information.
- 4.2. Brooqy B.V. shall not be obliged to perform the Agreement until the Client has provided all requested information, including but not limited to account login details of the relevant software tool.
- 4.3. If Brooqy B.V. suffers damage as a result of inaccurate, incomplete or unreliable information provided by the Client, the Client shall indemnify Brooqy B.V. in full for such damage.
- 4.4. Brooqy B.V. shall not be liable for the consequences of (incorrect) advice based on inaccurate, incomplete or unreliable information provided by the Client.
- 4.5. The Client shall indemnify and hold Brooqy B.V. harmless against third-party claims for damage caused by or arising from inaccurate, incomplete or unreliable information provided by the Client.

5. Term and Termination

- 5.1. The Agreement shall be entered into for the duration of the Assignment and the activities arising therefrom. The Client shall not be entitled to terminate an Agreement entered into for a fixed term prematurely.
- 5.2. If and insofar as the Agreement is entered into for an indefinite period, it may be terminated in writing subject to one (1) month's notice.

- 5.3. Upon termination, Brooqy B.V. shall, at the Client's first request, return all original documents and data in its possession to the Client.
- 5.4. Upon termination of the Agreement, Brooqy B.V. shall be entitled to retain the documents and data provided by the Client, as well as documents and data produced by Brooqy B.V., until the Client has fulfilled all its payment obligations in full.

6. Engagement of Third Parties

- 6.1. Brooqy B.V. shall be entitled to engage third parties for the performance of the Agreement.
- 6.2. The selection of third parties engaged by Brooqy B.V. shall be made with due care reasonably expected of Brooqy B.V.. Brooqy B.V. shall not be responsible for the manner in which such third parties perform their services and shall not be liable for shortcomings of such third parties, except in cases of wilful misconduct or gross negligence on the part of Brooqy B.V..

7. Prices and Payment

- 7.1. All prices stated by Brooqy B.V. are in euros and exclusive of value added tax (VAT), unless explicitly stated otherwise.
- 7.2. Brooqy B.V. shall be entitled to adjust its prices periodically (on 1 January and 1 July of each year). The Client shall be informed in writing as soon as possible of any price change. Amended prices shall never constitute valid grounds for the Client to terminate or rescind the Agreement.
- 7.3. The fee for the Assignment performed by Brooqy B.V. shall be determined on the basis of the number of hours worked multiplied by Brooqy B.V.'s applicable hourly rates.
- 7.4. Brooqy B.V. may issue an offer on a fixed fee basis. In the absence of an explicit fixed fee agreement, the provisions of Article 7.3 shall apply.
- 7.5. Prices are subject to typographical errors. Brooqy B.V. shall not be liable for the consequences of typographical errors.
- 7.6. No rights may be derived by the Client from any cost estimate or budget provided by Brooqy B.V..
- 7.7. If Brooqy B.V. performs additional work without an expressly agreed price, Brooqy B.V. shall be entitled to charge the actual costs and/or its customary hourly rates.
- 7.8. In principle, invoices shall be issued monthly in arrears for the preceding month, accompanied by a proper specification.
- 7.9. Brooqy B.V. shall be entitled, prior to commencing the Assignment, to request payment of an advance. The advance shall be set off against the final invoice in the relevant matter.
- 7.10. Unless otherwise agreed in writing, invoices must be paid within fourteen (14) days of the invoice date, without any deduction, suspension or set-off. In the absence of timely payment, the Client shall be in default by operation of law, without any notice of default being required.

- 7.11. Brooqy B.V. shall be entitled to suspend the Assignment or the Agreement if invoices older than fourteen (14) days remain unpaid, advance invoices or interim invoices remain unpaid, the Client's credit risk is assessed as too high, or the continuity of the Client's business operations is deemed insufficiently secure. Suspension shall be notified to the Client in writing.
- 7.12. If the Client is in default with respect to any payment, it shall owe statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code, as well as extrajudicial collection costs equal to 15% of the outstanding amount with a minimum of €250, pursuant to the Dutch Act on Standardisation of Extrajudicial Collection Costs (WIK) and the associated Decree (BIK), without prejudice to Brooqy B.V.'s right to recover actual higher costs. If Brooqy B.V. initiates legal proceedings (including arbitration and binding advice), the Client shall reimburse the actual legal costs incurred, including statutory interest thereon.
- 7.13. If the services are performed via an account of the Client, the Client shall be fully responsible for all costs relating to the acquisition, use and maintenance of the relevant account for the required software tool.

8. Delivery and Complaints

- 8.1. Stated delivery periods are approximate and shall never be regarded as strict deadlines (time being of the essence).
- 8.2. In the event of delay in delivery, the delivery period shall be extended by the duration of such delay. Brooqy B.V. shall timely inform the Client of any anticipated delay. Exceeding delivery periods shall not entitle the Client to terminate or rescind the Agreement, suspend its obligations, or claim any (damage) compensation.
- 8.3. Brooqy B.V. reserves the right to deliver the Assignment prior to the expected delivery date.
- 8.4. Immediately upon delivery of the Assignment by Brooqy B.V., and in any event no later than two (2) weeks after completion thereof, the Client shall inspect the services performed, failing which any right to performance, rectification, termination and/or (damage) compensation shall lapse.
- 8.5. Any defects or objections must be notified to Brooqy B.V. in writing as soon as possible after discovery, but no later than thirty (30) days after delivery. If Brooqy B.V. has not received a complaint within thirty (30) days after delivery, the Assignment shall be deemed to have been delivered in conformity with the Agreement and free from any defect. The foregoing shall also apply in the event of partial deliveries.
- 8.6. The Client shall notify Brooqy B.V. in writing of any inaccuracies in invoices within five (5) days after the invoice date, failing which the invoice shall be deemed to have been approved by the Client.
- 8.7. Complaints shall not suspend the (payment) obligations of the Client.

9. Force Majeure

- 9.1. Force majeure on the part of Brooqy B.V. shall mean circumstances of a factual, legal or other nature which – whether foreseeable or unforeseeable – are beyond its control and prevent timely performance of the Agreement or, in Brooqy B.V.’s reasonable opinion, render performance excessively onerous. Such circumstances shall include, inter alia: (prolonged) power outages, internet failures, modifications to or maintenance of telecommunications and/or electricity networks of third parties, cable disruptions, failures in communication connections including telecommunications connections, strikes, sit-ins, staff shortages, system failures, fire, governmental measures, pandemics, war, (geo)political unrest, or failures of auxiliaries or suppliers.
- 9.2. If a force majeure event occurs on the part of Brooqy B.V., it shall notify the Client thereof with due expedition. Unless it is beyond doubt that the force majeure situation will last thirty (30) full business days or longer, Brooqy B.V. shall be entitled to suspend the obligations whose performance is prevented by force majeure, or which in Brooqy B.V.’s reasonable opinion have become excessively onerous, together with the corresponding counter-performance obligations, without any liability for damages. Once it is beyond doubt that the force majeure situation will last longer than thirty (30) full business days, or once it has lasted longer than thirty (30) full business days, either party shall be entitled to terminate the Agreement by written notice to the other party, without any right to damages.
- 9.3. If, at the time of the occurrence of force majeure, Brooqy B.V. has already partially fulfilled its obligations, or can only partially fulfil its obligations, it shall be entitled to invoice the part already performed or the performable part separately as if it constituted a separate agreement.

10. Liability

- 10.1. Brooqy B.V. shall not be liable for any loss or damage, including consequential loss, loss of profit, loss of savings, or loss of data, of whatever nature and howsoever arising, suffered by the Client, its personnel and/or third parties in connection with the Agreement or with any act or omission of Brooqy B.V., its personnel and/or third parties engaged by it, unless such loss or damage is caused by wilful misconduct or gross negligence. Brooqy B.V. shall likewise expressly not be liable for damage arising from the use of (recommended) software tools, the implementation of updates thereto, or disruptions in the electronic services of Brooqy B.V. or third parties such as providers, network operators or other platforms.
- 10.2. The Client shall indemnify and hold Brooqy B.V. harmless against all third-party claims relating to the aforementioned loss or damage. The Client shall reimburse all damage suffered by Brooqy B.V. in this connection, including but not limited to the full costs of defence.
- 10.3. If Brooqy B.V. is liable on any ground whatsoever, its total liability shall at all times be limited to the amount paid out in the relevant case under Brooqy B.V.’s applicable liability insurance policy, including the deductible borne by Brooqy B.V. under such policy.
- 10.4. If, for any reason whatsoever, no payment is made under the insurance policy referred to in Article 10.3, Brooqy B.V.’s total liability for damage shall be limited to a maximum of 15% of the total invoice value of the Assignment, with an absolute maximum of €10,000.

- 10.5. Any right to bring a legal claim or initiate proceedings by the Client in connection with or arising from the Agreement shall lapse and/or become time-barred after one (1) year from the date on which the cause of action arose.
- 10.6. The Agreement shall be performed exclusively for the benefit of the Client. Third parties may not derive any rights from the contents of the Agreement or from the services performed, even if they may be regarded, directly or indirectly, as having an interest in the results of the services. Brooqy B.V. accepts no liability towards third parties for services performed for the benefit of the Client.

11. Termination (Dissolution)

- 11.1. Brooqy B.V. may terminate (dissolve) the Agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, by written notice at the time when the Client is declared bankrupt, applies for (provisional) suspension of payments, is granted application of a statutory debt restructuring scheme by the court, loses the power to dispose of its assets due to attachment, guardianship or otherwise, is dissolved or otherwise ceases to exist (for example by merger or demerger), or if its business is wholly or substantially transferred or enters into liquidation. In such cases, Brooqy B.V. shall also be entitled to suspend performance of the Agreement. Upon termination, all claims shall become immediately due and payable. The Client shall be liable for all damage suffered by Brooqy B.V..
- 11.2. If any of the above situations occurs, the Client shall immediately inform Brooqy B.V. thereof.

12. Confidentiality

- 12.1. The Client undertakes to keep confidential all information and/or data which may reasonably be assumed to be of a confidential nature and which has come to its knowledge in any manner in connection with the Agreement. The Client shall not disclose any information relating to the Assignment to third parties unless disclosure is made pursuant to prior written consent of Brooqy B.V., a statutory obligation or a court order. The Client shall impose the same obligation on its employees and on any third parties engaged by it for the performance of the Agreement. This confidentiality obligation shall apply both during the term of the Agreement and thereafter.
- 12.2. In the event of a statutory obligation or court order requiring disclosure of information obtained in the performance of the Agreement, the Client shall immediately inform Brooqy B.V. thereof.
- 12.3. If the Client breaches the confidentiality obligation as referred to in this Article 12, the Client shall forfeit an immediately payable penalty of EUR 5,000 per occurrence, increased by EUR 1,000 for each day the breach continues, without prejudice to Brooqy B.V.'s right to claim full compensation for the actual damage suffered.

13. Protection of Personal Data

- 13.1. The Client warrants to Brooqy B.V. that, in collecting and (further) processing personal data in the context of the Agreement, whether on behalf of or for the benefit of Brooqy B.V., it

shall comply with all obligations arising from the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act, and, upon its entry into force, the ePrivacy Regulation, and all related laws and regulations.

- 13.2. The Client warrants that it has provided Brooqy B.V. with all relevant information and has not withheld any material facts concerning its compliance with the aforementioned legislation and regulations. If performance of the Agreement must be modified due to applicable or amended legislation relating to the protection of personal data, the Client shall implement such modifications at its own expense.
- 13.3. The Client shall indemnify and hold Brooqy B.V. harmless against all third-party claims (including, in any event, users and governmental authorities), and against related damage, governmental fines and costs (including legal assistance costs), arising from the Client's breach of its obligations under this Article 13.

14. Intellectual Property Rights

- 14.1. Brooqy B.V. is and shall remain the holder of the Intellectual Property Rights arising during the performance of the Agreement. All information contained in offers, quotations, products, designs, models, images, photographs, website content, as well as the related Intellectual Property Rights, shall likewise exclusively vest in Brooqy B.V..
- 14.2. The Client shall not be permitted to disclose, reproduce, use, make available to third parties, provide access to, or remove, alter or have removed or altered any indication of Intellectual Property Rights relating to the documents and materials referred to in Article 14.1, in whole or in part.
- 14.3. Brooqy B.V. may take technical (protective) measures to safeguard the Intellectual Property Rights referred to in Article 14.1.
- 14.4. If the Client infringes Brooqy B.V.'s Intellectual Property Rights, Brooqy B.V. shall be entitled to immediate compensation of at least three times the amount invoiced or to be invoiced by Brooqy B.V. under the Agreement, without prejudice to Brooqy B.V.'s right to claim compensation for the actual damage suffered.
- 14.5. Brooqy B.V. does not provide any warranty whatsoever that the materials and/or documents supplied by it do not infringe any written or unwritten Intellectual Property Rights of third parties.

15. Final Provisions, Governing Law and Jurisdiction

- 15.1. The nullity or voidability of any provision of these General Terms and Conditions or of the Agreement shall not affect the validity of the remaining provisions. Brooqy B.V. and the Client shall replace any invalid or annulled provision with a valid provision having, as far as possible, the same purpose and effect as the invalid or annulled provision.
- 15.2. All Agreements shall be governed exclusively by the laws of the Netherlands.
- 15.3. All disputes shall be submitted exclusively — unless mandatory statutory rules on jurisdiction provide otherwise — to the competent court in 's-Hertogenbosch.

Notwithstanding the foregoing, Brooqy B.V. shall be entitled to submit disputes to the competent court of the Client's place of residence or registered office.