



Preferred Supplier

Master Service Agreement

Version: PS-MSA-20250603

THIS PREFERRED SUPPLIER MASTER SERVICES AGREEMENT (MSA) number PS-MSA-20250603, (“The Agreement”) supersedes and renders obsolete all previous MSA contract agreements;

BETWEEN:

1. spriteCloud B.V in The Netherlands with registration number 27351758 and registered offices at Rijnlandlaan 199, Unit 1.05 1062 MX, Amsterdam, (the “Client”), and;
2. The organisation named in the contract that refers to this MSA, (the “Supplier” or “Contractor”).

The above named shall collectively be known as “Parties”, and each a “Party”.

WHEREAS:

1. the Contractor (B) as an independent professional and as such carries out paid work at his own expense and risk on the instructions of others, not being the realisation of a work of material nature, the storage of goods, the publication of works, or the transport of persons or goods or having them transported;
2. A wishes to give an assignment to B in his/her capacity as independent professional, whereby A is not obliged to withhold and pay wage tax (income-related healthcare insurance contributions, employee insurance contributions and wage tax and national insurance contributions);
3. That the present employment relationship is therefore not intended to be an employment contract within the meaning of Section 7:610 of the Dutch Civil Code and not a fictitious employment relationship within the meaning of Sections 2b and 2c of the Wage Tax (Implementation) Decree 1965 and Sections I and 5 of the Designation of Cases in which Employment Relationships are Considered to be Employment Relationships Decree;
4. That the parties, before payment of the remuneration as mentioned in article 3 below, draw up and sign the following commission contract within the meaning of article 7:400 of the Civil Code;

Agree on the following:

ARTICLE 1. CONTENT AND START OF THE COMMISSION

1. B undertakes to perform the following work for A with effect from the start date in the role described for the customer of spriteCloud.

ARTICLE 2. GENERAL PROVISIONS

- 2.1 B is obliged to exercise the care of a good contractor in his work. B is obliged to comply with a timely and responsible instruction regarding the execution of the order. It is B's responsibility, in the event of advancing insight or changing circumstances, to further coordinate the execution of the instruction with A.
- 2.2 B shall keep A informed of the progress of his activities in the execution of the order and inform A forthwith of the completion of the order, if A would otherwise not be aware of it. B shall account to A for the manner in which he/she has fulfilled his/her instruction. If B has spent money at A's expense or has received money on A's behalf, B shall render an account thereof.
- 2.3 A expressly agrees that B may also perform work for other clients, provided that this does not interfere with the proper performance of the assignment between A and B.
- 2.4 A shall reimburse B for expenses connected with the execution of the assignment insofar as they are not included in the fee/remuneration and they are incurred within reason. Expenses for expenses which exceed an amount of € 25 should be submitted by B to A in advance for approval. B is obliged to submit sound evidence of the expenses incurred to A and attach it to the invoice as referred to in article 3b.
- 2.5 B observes the rules regarding the registration of hours worked at the customer, at A, and possibly at an intermediary party. For A this means (1) a weekly report in Harvest of the hours worked in that week, (2) a signed timesheet (monthly) from the end customer which must be enclosed with the invoice.

ARTICLE 3. REMUNERATION

- 3.1 For the work to be carried out, A will pay B as fee/remuneration (excluding VAT) an amount of the determined (hourly) fee for the total assignment ending on the end date.
- 3.2 This fee/remuneration will be invoiced to A by B on a monthly basis. A shall pay this invoice within 45 days of the invoice date.
- 3.3 Only billable hours for, and approved by, the client will be remunerated.

ARTICLE 4. DURATION AND INTERIM TERMINATION

- 4. The agreement has been entered into for a period of the described duration and will end by operation of law on the described end date without any notice being required. The assignment can be extended if needed.

ARTICLE 5. POST LEVY AND PAYROLL TAXES

- 5. In the event of the imposition of additional payroll taxes, either on the client or the contractor, one party will inform the other party by registered letter within one week of receiving the assessment in question, so that both parties can safeguard their financial interest in lodging an objection as far as possible. They will coordinate their actions in this respect as much as possible.

ARTICLE 6. CONFIDENTIALITY

- 6.1 A and B acknowledge that the information which becomes known to them in the context of the execution of each order is of a confidential nature.
- 6.2 A and B declare that they will make every effort to take measures to ensure secrecy with regard to all confidential information and all data and knowledge relating to the establishment and/or execution of the order.
- 6.3 If A proves in writing that B has breached the confidentiality, B forfeits a directly payable fine of € 10,000. This provision does not affect A's right to recover the damage actually suffered.

ARTICLE 7. INTELLECTUAL PROPERTY

- 7.1 The data, results, software, reports, documentation and the information contained therein produced by B on behalf of the operating company and/or client under this agreement and/or order(s) are the exclusive property of A's client.
- 7.2 B undertakes not to make the information referred to in paragraph 1, insofar as it has come to his knowledge, available to any third party, nor to provide information about it to any third party, without the prior written permission of A and possibly A's client.
- 7.3 If A proves in writing that B does not comply with its obligations under this article or acts contrary to them, B forfeits an immediately payable penalty of € 10,000. This provision does not affect A's right to recover the damage actually suffered.

ARTICLE 8: LIABILITY

- 8.1 In the event of attributable failure in the performance of the order, B will be liable to A for substitute damages, i.e. compensation for the value of the performance that was not carried out. Any liability of B for any other form of loss is excluded, including supplementary loss compensation in whatever form, compensation for indirect loss or consequential loss or loss of profit. If possible, performance of the order will be evaluated once a month and it will also be established that no shortcomings have been found in the preceding period. If no evaluations are possible (or have been), it is assumed that no shortcomings have been detected.
- 8.2 The compensation to be paid by B on account of attributable failure to comply with an order will in no case exceed the amounts (exclusive of turnover tax) invoiced and billable by B to the A concerned in respect of that order. If and insofar as the order is a continuing performance contract, the compensation for attributable failure will in no case amount to more than the price (excluding turnover tax) stipulated in the

order concerned for B's performances in the period of three months preceding B's default.

- 8.3 In the event of a wrongful act on the part of B, B shall be liable for compensation for damage resulting from death or bodily injury and for other damage, the latter were caused by intent or gross negligence. In these cases the compensation shall in no case exceed € 1,000,000 (one million Euro) per damaging event, whereby a series of connected events shall be regarded as one event.
- 8.4 The limitations of the indemnification to be paid as referred to above shall cease to apply in the event of intent or gross negligence on the part of B.
- 8.5 If A, in the context of liability, applies different conditions to what her client must permit, these deviating arrangements shall also be laid down in the commission.

ARTICLE 9. TRANSFER OF RIGHTS AND OBLIGATIONS

- 9 B may only transfer its rights or obligations arising from this contract or from further orders resulting from it with A's prior written consent.

ARTICLE 10. COMPETITION CLAUSE

- 10.1 During the term of orders or any extension thereof, as well as during a period of 12 (twelve) months from the termination of orders or any extension thereof, B shall not directly or indirectly enter into business relations with A's client without A's express written consent.
- 10.2 If the provisions of this article are violated, B shall forfeit on behalf of the Client an immediately payable penalty of €10,000 (ten thousand euros) for each day that it is in default, without any notice of default or judicial intervention being required.

ARTICLE 11. GENERAL TERMS

- 12.1 This agreement is governed by Dutch law.

ARTICLE 12. SIGN OFF

The signing of any document which refers to this Master Services Agreement will constitute a written agreement to this Master Services Agreement and therefore making the agreement subject to the terms and conditions laid out in this Master Services Agreement.

Any addendums created and agreed to by the Parties will modify sections of this Master Services Agreement and supersede the mentioned sections of the MSA as described in the addendums.