

GENERAL TERMS AND CONDITIONS BOOLEANS B.V. (Version May 2026)

Chamber of Commerce (Kamer van Koophandel) number: 71034218

DEFINITIONS

In these General Terms and Conditions, the following definitions shall apply:

- **Client (Opdrachtgever):** the party for whose benefit the Contractor performs the assignment under the Agreement.
- **Contractor (Opdrachtnemer):** the private limited liability company Booleans B.V., with its registered office in Amersfoort and its principal place of business at De Corridor 5, 3621 ZA in Breukelen.
- **Agreement (Overeenkomst):** the agreement of assignment concluded between the Contractor and the Client for the performance of work.

Article 1. APPLICABILITY

1.1 These General Terms and Conditions apply to all agreements, assignments, offers, and quotations whereby the Contractor delivers goods and/or services of any nature and under any name whatsoever to the Client.

1.2 Once the Contractor has concluded an Agreement with the Client under the applicability of these General Terms and Conditions, these General Terms and Conditions shall also apply to any subsequent Agreement between the Contractor and the Client.

1.3 Deviations from and additions to these General Terms and Conditions shall only be valid if they have been agreed upon in writing between the parties.

1.4 The applicability of any General Terms and Conditions of the Client is explicitly rejected upfront by the Contractor.

1.5 The Contractor has the right to amend these General Terms and Conditions from time to time. The Client shall be deemed to have accepted any amendment to these General Terms and Conditions if it has not reported its objections to the Contractor in writing within seven days after written notification of the amendment by the Contractor.

1.6 If any provision of these General Terms and Conditions is void or voided, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. In that case, the parties shall consult with each other in order to agree on new provisions to replace the



void or voided provisions, whereby the purpose and intent of the original provisions shall be observed as much as possible.

1.7 Insofar as the Agreement contains provisions that conflict with these General Terms and Conditions, the provisions of the Agreement shall prevail.

1.8 Insofar as the General Terms and Conditions have been translated into a language other than Dutch, the Dutch text shall always be decisive in the event of differences.

Article 2. OFFERS AND CONCLUSION OF THE ASSIGNMENT

2.1 All offers, quotations, and other expressions of the Contractor are non-binding and may be revoked by the Contractor at any time, even after the offer has been accepted by the Client.

2.2 The Client guarantees the accuracy and completeness of the data provided by or on behalf of it to the Contractor on which the Contractor bases its offer.

2.3 The Agreement is concluded at the moment that the written Agreement signed by the Contractor and the Client, in which the assignment is recorded, has been received in return by the Contractor. If the Agreement signed by the Client has not (yet) been received in return by the Contractor, the Agreement shall be deemed to have been concluded under the applicability of these General Terms and Conditions at the moment that the Contractor, at the request of the Client, has commenced the execution of the Agreement.

Article 3. OBLIGATIONS OF THE CLIENT

3.1 If the cooperation of the Client is required for the execution of the Agreement, the Client shall make all data and documents that the Contractor needs for the correct and timely execution of the Agreement available to the Contractor in a timely manner and in the form and manner desired by the Contractor.

3.2 The Client shall promptly inform the Contractor about (changes in) its legal structures and the control relationships within the group to which it belongs, as well as about other facts and circumstances that may be of importance in connection with the execution of the Agreement, in order to enable the Contractor to comply with the applicable regulations.

3.3 The Client is solely responsible for the description of the assignment and for the decisions that the Client takes or wishes to take as a result of and/or (partly) on the basis of the work performed by the Contractor.

3.4 The Agreement is executed by the Contractor on the basis of the information made available by the Client. The Client agrees that if the Contractor receives information from third parties in the context of the Agreement, the Contractor may assume, without further verification of that information, that this information is accurate and complete.

3.5 At the request of the Client, information made available by the Client will be returned after the execution of the Agreement. The Contractor shall maintain its own (electronic) work file regarding the assignment containing relevant documents, which remains the property of the Contractor.

3.6 For assignments executed by the Contractor at the Client's location, the Client shall provide



suitable office space and electronic communication means that, in the opinion of the Contractor, are necessary to execute the Agreement and that comply with all statutory requirements.

Article 4. PERFORMANCE OF THE AGREEMENT

4.1 All obligations on the part of the Contractor are to be qualified as a best efforts obligation (inspanningsverplichting). The Contractor cannot guarantee the result of the work performed and/or to be performed by it, unless explicitly agreed otherwise in the Agreement.

4.2 The Contractor shall execute the Agreement to the best of its knowledge and ability in accordance with the requirements of good workmanship.

4.3 The Contractor determines the manner in which and by which persons the Agreement is executed. In situations where it is explicitly intended that work is to be performed by a specific natural person, the applicability of Articles 7:404 BW, 7:407 paragraph 2 BW, and 7:409 BW of the Dutch Civil Code is excluded.

4.4 The Contractor may perform more work and charge the Client for it than what the assignment was granted for, if this work arises from any statutory laws and regulations applicable to the Agreement.

4.5 If the Client sets specific requirements arising from its own legal obligations (such as legislation implementing the European NIS2 Directive), the Client must specify these in writing prior to the Agreement. The ultimate responsibility for the legal compliance of the IT infrastructure and the configuration of Identity & Access Management (IAM) remains at all times with the Client.

Article 5. PRIVACY AND CONFIDENTIALITY

5.1 When the Contractor or the Client processes personal data of the other party during the execution of the Agreement, they shall adhere to the applicable statutory regulations, including the General Data Protection Regulation ('GDPR'). Further information is included in the Contractor's Privacy Policy at www.booleans.com, which forms an integral part of these terms and conditions.

5.2 The Contractor shall take appropriate measures to protect the personal data and confidential information of the Client and shall likewise impose these obligations on third parties to be engaged by it.

5.3 The parties shall inform each other within 5 working days of any request and/or complaint from the supervisory authority or a data subject regarding the processed personal data and shall grant each other the required cooperation.

5.4 The parties shall treat confidential information received from each other confidentially. All non-publicly accessible information regarding the business processes of the parties, as well as data designated as such, shall be considered confidential information and shall not be shared with third parties unless necessary for the execution of the Agreement.

5.5 The Contractor is ISO27001 certified. The applicable (security) policies within the framework of this certification have been drawn up in accordance with current international standards and can be made available upon the written request of the Client.

5.6 If the Contractor is bound to a specific form of information security, that security shall meet



the specifications agreed upon in writing and comply with the current identity and access standards and protocols. If specific specifications are lacking, the security shall comply with a level that, given the sensitivity of the data and the standards, is not unreasonable. Downtime or unavailability of third-party cloud or network infrastructures qualifies as force majeure and excludes any form of liability of the Contractor.

Article 6. INTELLECTUAL PROPERTY

6.1 All intellectual property rights resting on or arising from the developed or made available works rest exclusively with the Contractor or its licensors. Insofar as rights would rest with the Client by operation of law, the Client transfers these intellectual property rights in advance to the Contractor and grants an irrevocable power of attorney to the Contractor to effectuate this transfer.

6.2 All AI models, specific AI prompts, scripts, configuration templates, and algorithms developed or used by the Contractor during the execution of the assignment shall remain the exclusive intellectual property of the Contractor, even if they have been used to realize customization for the Client.

6.3 The Client obtains exclusively a non-exclusive, non-transferable, and non-sublicensable right of use for the duration of the Agreement.

6.4 If the parties agree in writing that an intellectual property right is transferred to the Client, this does not affect the right of the Contractor to use or exploit the underlying basic components, algorithms, protocols, and general principles without any restriction for other purposes.

6.5 The Contractor is permitted to install technical provisions for the protection of the works. The Client is never permitted to remove or circumvent such a provision, or have it removed or circumvented.

Article 7. FEES AND PAYMENT

7.1 Unless agreed otherwise in writing, a fee is due based on the time actually spent by the Contractor multiplied by the applicable (hourly) rate. The time registration of the Contractor provides conclusive evidence. All rates are exclusive of turnover tax (VAT), expenses, and invoices of third parties.

7.2 All pre-calculations and budgets provided are of an indicative nature only, unless explicitly agreed otherwise in the Agreement. A budget made known by the Client shall never apply as a fixed price for the work to be performed.

7.3 The Contractor is entitled to automatically index the applicable rates annually on January 1st in accordance with the Consumer Price Index (CPI) for all households, as published by Statistics Netherlands (CBS), increased by a maximum market correction of 3%.

7.4 Payment must be made, without deduction, discount, or set-off, within 30 days of the invoice date.

7.5 Complaints or objections against the amount of the invoices do not suspend the Client's payment obligation.

7.6 In the event of non-timely payment, the Client is in default by operation of law and a contractual interest rate of 1% per month is due. All extrajudicial and judicial collection costs



(with a minimum of 15% of the principal amount to be collected and an absolute minimum of EUR 250) shall be borne by the Client.

7.7 Outstanding amounts are immediately due and payable if the Client applies for bankruptcy or suspension of payments, is placed under guardianship/administration, is dissolved, or if an attachment is levied on its goods.

7.8 The Contractor is entitled to demand security for fulfillment and to suspend its obligations until such security has been provided.

7.9 In the case of multiple clients, they are all jointly and severally liable for the payment of the full invoice amount.

Article 8. ADDITIONAL WORK (MEERWERK)

8.1 Work performed outside the scope or volume of the Agreement shall be compensated according to the agreed or customary rates of the Contractor. A request for additional work shall never be a ground for the Client to terminate or dissolve the Agreement.

8.2 Insofar as a fixed price has been agreed upon, the Contractor shall, upon request, inform the Client in writing of the financial consequences of the additional work.

Article 9. COMPLAINTS

9.1 Any complaints must be made known to the Contractor in writing within one month after the work has been performed or the documents have been received, failing which all rights in this respect shall lapse.

9.2 Retaining or paying invoices without protest means that the Client agrees with the accuracy and completeness of the work performed.

Article 10. DELIVERY PERIOD AND FORCE MAJEURE

10.1 All agreed terms and dates apply as target dates, unless explicitly agreed otherwise.

10.2 The Contractor is not bound by terms and dates that can no longer be met due to circumstances beyond its control (Force Majeure). Force Majeure includes, but is not limited to: failure of timely delivery by suppliers of the Contractor, defects or unavailability of third-party items, cloud environments, or software, government measures, electricity failures, network disruptions, strikes, and illness or unavailability of personnel.

10.3 During the period of force majeure, the obligations are suspended. If the delay due to force majeure lasts longer than three months, both parties are authorized to partially dissolve the Agreement for the unexecuted part, without any obligation to pay damages.

Article 11. TERMINATION (OPZEGGING)

11.1 An Agreement for a definite period cannot be terminated prematurely. An Agreement for an



indefinite period may be terminated by the Client in writing against the end of the month, observing a notice period of two months. The Contractor may terminate the Agreement observing a notice period of one month.

11.2 If the Client terminates the Agreement within two months prior to the planned work, it shall owe damages equal to the full quoted and scheduled work/costs.

11.3 In the event of premature termination by the Client, the Contractor is entitled to compensation for the work already performed as well as an additional compensation equal to 2 months of work in accordance with the assignment.

Article 12. DISSOLUTION AND TERMINATION

12.1 Parties may dissolve the Agreement in writing with immediate effect, without notice of default and without judicial intervention, in the event that the other party is granted suspension of payments, is declared bankrupt, or if its business is liquidated.

12.2 The Contractor may dissolve the Agreement with immediate effect if the Client fails to comply with its obligations or structurally pays invoices too late, without prejudice to the Contractor's right to claim damages.

Article 13. LIABILITY

13.1 The Contractor excludes any and all liability for indirect damage, consequential damage, lost profits, loss or corruption of data, errors in identity and access standards, or errors in software licensed from third parties, unless the damage is the result of intent or willful recklessness on the part of the Contractor's management.

13.2 Insofar as the Contractor acts as a reseller of third-party software or licenses, the Contractor shall under no circumstances be held liable for damage arising from or caused by this software. The (license) terms and End User License Agreements (EULA) of the respective software vendor apply directly to the Client. The Client must direct any claims due to shortcomings or damage caused by the software directly to the relevant software vendor.

13.3 If liability is established, it shall be limited to a maximum of one time the invoice amount (excluding VAT) for the specific work from which the claim arises. For assignments with a duration longer than twelve months, the total liability is limited to a maximum of one time the fee paid or due by the Client over the last twelve months.

13.4 Without prejudice to the provisions of the preceding paragraphs, the total liability of the Contractor for damage per event or a series of connected events is at all times strictly limited to the amount of € 2,500,000.- (in words: two million five hundred thousand euros), with an absolute maximum of € 5,000,000.- (in words: five million euros) per insurance year, or limited to the lower amount that is actually paid out in the relevant case under the professional or business liability insurance of the Contractor, increased by the applicable deductible.

13.5 The Client fully indemnifies the Contractor against all claims from third parties.

13.6 Rights of claim shall lapse in any case after the expiration of one year after the damage first manifested itself and at the latest five years after the event causing the damage took place.



Article 14. TRANSFER OF RIGHTS AND OBLIGATIONS

14.1 The Client is not permitted to transfer any obligations or claims from the Agreement to third parties without the explicit written consent of the Contractor.

Article 15. APPLICABLE LAW AND CHOICE OF FORUM

15.1 All legal relationships between the Contractor and the Client shall be governed exclusively by Dutch law.

15.2 All disputes shall be submitted exclusively to the judgment of the competent court in Amsterdam, the Netherlands.

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