

GENERAL TERMS AND CONDITIONS

The BusinessAnt Consultancy, established in Hellevoetsluis, registered with the Chamber of Commerce under number: 72376228

This document is an English translation of the General Terms and Conditions of The BusinessAnt Consultancy (original in Dutch, dated March 30, 2026). In the event of any discrepancy, the Dutch version shall prevail.

In these General Terms and Conditions, the following terms shall have the meanings set out below:

- **Client:** the natural person or legal entity awarding the Assignment.
- **Contractor:** The BusinessAnt Consultancy, hereinafter referred to as "**Contractor**".
- **Assignment and/or Agreement:** the agreement for services and/or any other agreement under which Contractor undertakes towards Client to perform work and/or make available results, materials, or rights of use.

1. Applicability

- 1.1. These General Terms and Conditions apply to all Assignments and Agreements between Contractor and Client.
- 1.2. Any deviations from these General Terms and Conditions shall be valid only if and insofar as they have been agreed in writing between Client and Contractor.
- 1.3. The applicability of the Client's or any third party's general terms and conditions is expressly rejected, unless Contractor has explicitly accepted them in writing in advance.

2. Formation of Agreements

- 2.1 An Assignment and/or Agreement between Client and Contractor is formed at the moment Client accepts in writing a quotation or Assignment Confirmation issued by Contractor, or when Contractor commences performance of the work at Client's request;
- 2.2 Parties may derive rights from verbal representations, arrangements, or statements only after these have been confirmed in writing by Contractor;
- 2.3 Unless expressly stated otherwise in the quotation, quotations issued by Contractor remain valid for 14 days from the date thereof.

3. Performance of the Agreement

- 3.1 Contractor shall perform the Agreement to the best of its knowledge and ability and shall exercise the care that may be expected of a reasonably competent and reasonably acting contractor;
- 3.2 Unless expressly agreed otherwise in writing, Contractor shall be subject to an obligation of best efforts and not an obligation to achieve a specific result;
- 3.3 Client shall, whether or not at Contractor's request, provide Contractor in a timely manner with all data, documents, information, feedback, approvals, access, cooperation, and other facilities required for the proper performance of the Assignment and/or Agreement;
- 3.4 Client warrants the accuracy, completeness, reliability, and timeliness of all data, information, and materials provided to Contractor by or on behalf of Client, including where originating from third parties. Contractor shall not be liable for any damage

arising from inaccurate, incomplete, or untimely information or cooperation on the part of Client;

- 3.5 Contractor shall independently determine the manner in which the Assignment and/or Agreement is performed, taking into account the nature of the assignment and the legitimate interests of Client;
- 3.6 If, during performance of the Assignment and/or Agreement, it appears that additional work is required for the proper performance thereof, or arises from additional wishes, changed insights, delays, or circumstances on the part of Client, Contractor shall be entitled to charge such work as additional work;
- 3.7 If prior consultation regarding the additional work is reasonably possible, Contractor shall inform Client thereof in a timely manner. If prior consultation is not reasonably possible and the additional work is necessary to prevent delay, damage, or defective performance of the assignment, Contractor shall be entitled to carry out such additional work and charge Client accordingly, provided that Client is informed thereof as soon as reasonably possible afterwards;
- 3.8 If either party wishes to involve third parties in the performance of the Assignment and/or Agreement, and such involvement may affect the performance of the assignment, that party shall consult the other party in advance;
- 3.9 Costs of third parties engaged by Contractor at the request of, or with the consent of, Client shall be borne by Client. Where possible, Contractor shall seek to ensure that such third parties invoice Client directly;
- 3.10 Contractor shall not be liable for shortcomings of engaged third parties, unless there is intent, willful recklessness, or demonstrably careless selection on the part of Contractor;
- 3.11 Client shall immediately inform Contractor of any facts and circumstances that may be relevant to the performance of the Assignment and/or Agreement;
- 3.12 Client shall ensure that Contractor can timely dispose of the facilities which, in Contractor's opinion, are necessary or useful for the performance of the Assignment and/or Agreement and which comply with the applicable legal and practical requirements, including, but not limited to, workspace, systems, computer, telephone, and internet facilities.

4 Time Periods for Performance

- 4.1 Any time periods stated by Contractor or agreed between the parties for the performance of work shall, unless expressly agreed otherwise in writing, be indicative only and shall not constitute strict deadlines.
- 4.2 Exceeding a time period shall not, in itself, entitle Client to compensation, termination of the Assignment and/or Agreement, or suspension of any obligation towards Contractor.
- 4.3 A failure attributable to Contractor shall arise only after Client has given Contractor written notice of default and granted Contractor a reasonable period for performance, which period has expired unused.

5 Fees

- 5.1 Contractor shall charge Client a fee for the performance of the Assignment and/or Agreement based on an hourly rate, daily

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- rate, project fee, or another basis agreed in writing between the parties;
- 5.2 Unless agreed otherwise in writing, all fees charged by Contractor are exclusive of value added tax (VAT) and exclusive of incidental and project-related costs, including but not limited to travel, accommodation, venue, catering, licensing, shipping, and costs of engaged third parties;
- 5.3 Costs of third parties incurred or advanced by Contractor in the context of the performance of the Assignment and/or Agreement shall be reimbursable by Client to the extent such costs are reasonable and arise from the assignment;
- 5.4 Contractor shall be entitled to adjust its fees. Fee adjustments shall apply only to future work and shall be communicated to Client in writing in a timely manner in advance;
- 5.5 Contractor shall be entitled, in view of the nature, scope, duration, or progress of the Assignment and/or Agreement, to adjust the method of invoicing and the invoicing frequency;
- 5.6 Contractor shall be entitled to invoice Client for an advance payment. Such advance payment shall be set off against the amount ultimately owed by Client to Contractor. If the scope, duration, or progress of Contractor's work so requires, Contractor shall also be entitled to invoice an additional advance payment.
- 5.7 If reserved time, capacity, or scheduled work cannot be used, or cannot be used in full, due to causes attributable to Client, Contractor shall be entitled to charge Client all or part of such time or capacity;
- 5.8 If work is performed at Client's request outside the parties' customary working hours or outside the Netherlands, Contractor shall be entitled to charge a surcharge agreed in writing in advance;
- 5.9 If Contractor, as a result of Client's failure to provide data, information, materials, or feedback in a timely, complete, or proper manner, or as a result of an amended, additional, or incorrect assignment, is required to perform additional or different work, Contractor shall be entitled to charge such work separately on the basis of the rates then applicable or otherwise agreed.
- 6 Payments**
- 6.1 Client shall make payment within 14 days of the invoice date, unless agreed otherwise in writing;
- 6.2 Client shall not be entitled to suspend payment or set off any alleged or asserted claim against Contractor, unless mandatory law prevents such exclusion;
- 6.3 If Client fails to pay within the agreed period, Client shall be in default by operation of law and shall owe Contractor contractual interest of 1% per month or part of a month on all overdue amounts, with a minimum of EUR 125 (one hundred twenty-five euros);
- 6.4 If Client is in default with respect to any payment obligation and Contractor refers the claim for collection, Client shall be obliged to reimburse all reasonable extrajudicial and judicial costs related to collection of the claim. The extrajudicial collection costs shall amount to at least the amount resulting from the statutory standards applicable at that time, without prejudice to Contractor's right, where higher and legally permissible, to claim the actual costs incurred;

- 6.5 If Client is in default with respect to payment of one or more outstanding invoices, Contractor shall be entitled to suspend performance of its work until full payment has been made. For work performed for companies or group companies affiliated with Client, this shall apply only insofar as such work forms part of the same assignment, assignment structure, or agreed interrelated services;
- 6.6 If Contractor has sound reasons to doubt Client's ability to pay, Contractor shall be entitled to require advance payment, a deposit, or other reasonable security for payment before continuing performance of the Assignment and/or Agreement.

7 Retention of Title

- 7.1 Contractor retains title to all goods, documents, files, materials, and other results delivered or made available to Client in the context of the Assignment and/or Agreement until Client has fulfilled all due payment obligations towards Contractor arising from the relevant Assignment and/or Agreement;
- 7.2 Insofar as Client has already obtained factual possession of the goods, documents, files, materials, or other results referred to in Article 7.1 prior to full payment, such possession shall be subject to reservation of all rights of Contractor;
- 7.3 If Client fails to fulfill its payment obligations, Contractor shall be entitled to suspend the use of the goods, documents, files, materials, and other results delivered or made available and, insofar as legally possible and reasonable, to demand their return;
- 7.4 The provisions of this article are without prejudice to the fact that intellectual property rights and usage rights relating to materials, files, and other results developed by or made available by Contractor are governed by Article 8 of these General Terms and Conditions.

8 Intellectual Property and Other Proprietary Rights

- 8.1 All intellectual property rights and related rights pertaining to anything developed, used, designed, written, compiled, created, or made available by Contractor in the context of the Assignment and/or Agreement shall vest exclusively in Contractor, unless expressly agreed otherwise in writing. Such rights and interests shall also include rights in know-how, methodologies, concepts, formats, structures, management system designs, learning architectures, instructional approaches, and other building blocks developed or used by Contractor. The foregoing is without prejudice to Client being able to obtain a right of use in accordance with the provisions below;
- 8.2 Included in the scope referred to in Article 8.1 are, in any event, but not limited to: management systems, manuals, procedures, policy documents, governance and control frameworks, registration structures, formats, models, templates, structures, principles, methodologies, concepts, implementation approaches, learning architectures, instructional approaches, e-learning courses, training programs, HSE programs, scripts, texts, presentations, visual designs, test questions, structure, storylines, design choices, data files, digital files, source files, editable files, development files, and other materials and results. The scope of the right of use granted to Client with respect to

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these categories is further determined in the following paragraphs of this article;

- 8.3 Payment by Client does not result in any transfer of intellectual property rights, but solely in the right of use agreed in writing between the parties, unless expressly agreed otherwise in writing. Development, elaboration, or delivery funded by Client shall not in itself lead to any transfer of intellectual property rights;
- 8.4 Unless expressly agreed otherwise in writing, Client shall obtain only a limited, non-transferable, and non-sublicensable right of use in the materials and results delivered or made available by Contractor, solely for the purposes contemplated by the Assignment and/or Agreement and agreed between the parties, and solely within the scope of use agreed in writing;
- 8.5 An exclusive right of use shall apply only if and to the extent expressly agreed in writing between the parties. In the absence of such a written agreement, the right of use shall at all times be non-exclusive;
- 8.6 Client's right of use shall not arise until Client has fully satisfied all due payment obligations towards Contractor arising from the relevant Assignment and/or Agreement;
- 8.7 Insofar as the Assignment and/or Agreement relates to management systems, manuals, procedures, policy documents, formats, registration structures, or other internal steering or control documentation, Client shall, by way of exception to Article 8.4 and after full payment, be entitled to use, update, amend, and further develop such materials within its own organization for internal use in its own business operations. This right of use is without prejudice to Contractor's intellectual property rights and does not include the right to commercially exploit such materials, make them available outside Client's own organization, or use them as the basis for products or services for third parties;
- 8.8 Insofar as the Assignment and/or Agreement relates to e-learning courses, training programs, instructional concepts, learning architectures, training formats, HSE programs, or other learning or training products developed by Contractor, Client shall, unless expressly agreed otherwise in writing, not be entitled to edit, have edited, rebuild, reproduce, further develop, or have developed on the basis thereof any similar, derivative, or competing product, program, module, or concept, in whole or in part, nor to have such products maintained, expanded, or further developed by third parties, except with Contractor's prior written consent, unless the parties have expressly agreed otherwise in writing;
- 8.9 Unless expressly agreed otherwise in writing, source files, editable files, development files, authoring files, storyboard files, working files, layout files, master files, and other underlying production or development files shall not form part of the deliverables, and Client shall not acquire any right to delivery, use, or transfer thereof;
- 8.10 Client shall not perform, or have performed, any acts that may harm Contractor's intellectual property rights, know-how, trade secrets, methodologies, or market position. The foregoing includes, but is not limited to, having products, concepts, programs, formats, or methodologies developed by Contractor reproduced, rebuilt, imitated, or further developed without

permission, insofar as this does not fall within the permitted internal use described in Article 8.7;

- 8.11 To the extent that transfer of any intellectual property right may be contemplated, such transfer shall take place only if and as soon as this has been expressly agreed in writing, by means of a deed intended for that purpose, and not before Client has fully satisfied all due obligations towards Contractor;
- 8.12 Contractor shall at all times remain entitled to reuse, further develop, and deploy for other assignments and other clients the knowledge, experience, methodologies, principles, concepts, formats, structures, and generic building blocks to which it is entitled, insofar as these are not confidential and are not specifically traceable to Client's commercially sensitive information.

9 Confidentiality

- 9.1 The parties are obliged to maintain confidentiality regarding all confidential information that they have obtained from each other or from another source in the context of the Assignment and/or Agreement. Information shall be considered confidential if its confidential nature has been communicated by the other party or if this follows from the nature of the information. This obligation shall apply both during the term of the Assignment and/or Agreement and after its termination;
- 9.2 The party receiving confidential information shall use it solely for the purpose for which it was provided. This obligation may only be deviated from insofar as use or disclosure is necessary for safeguarding that party's own legal position in disciplinary, civil, administrative, or criminal proceedings, or to comply with a legal obligation binding on that party;
- 9.3 Upon termination of an Assignment and/or Agreement, the parties shall, at the first reasonable request of the original owner, return or, if so requested by the original owner, destroy the confidential information and accompanying data carriers received under that Assignment and/or Agreement, except to the extent retention is necessary pursuant to laws or regulations, an internal retention obligation, evidentiary purposes, or backup and archiving systems;
- 9.4 Contractor shall be entitled to refer, in broad outline and general terms, to work performed for clients solely as an indication of experience and expertise, provided that no confidential information or sensitive details traceable to the relevant client are disclosed;
- 9.5 Contractor and Client shall ensure that any third parties engaged by them in the context of the Assignment and/or Agreement are bound by confidentiality obligations that are at least equivalent in substance to the obligations set out in this article.

10 Force Majeure

- 10.1 Without prejudice to Article 6:75 of the Dutch Civil Code, force majeure shall mean any circumstance that prevents performance of an obligation and that cannot reasonably be attributed to the relevant party. Force majeure shall include, but is not limited to: natural disasters, pandemics, fire, power outages, cyberattacks, war, terrorist attacks, strikes, government measures, and other circumstances beyond the parties' control as a result of which

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performance of the Assignment and/or Agreement cannot reasonably be required from the relevant party;

- 10.2 The parties shall not be obliged to compensate any damage directly resulting from a force majeure event or from suspension or termination of the Assignment and/or Agreement as a consequence thereof;
- 10.3 The party that expects, due to force majeure, not to be able to perform its obligations, or not to do so timely or fully, shall inform the other party thereof in writing as soon as reasonably possible;
- 10.4 If Contractor is prevented by force majeure from performing the Assignment and/or Agreement, Contractor shall be entitled to suspend its performance or to terminate the Assignment and/or Agreement in whole or in part, without being liable for any damages and without prejudice to its other rights;
- 10.5 If, upon the occurrence of force majeure, Contractor has already partially fulfilled its obligations, or can still partially fulfill its obligations, Contractor shall be entitled to invoice the part already performed or still performable separately. Client shall be obliged to pay such invoice as if it were a separate assignment.

11 Termination

- 11.1 Either party shall be entitled to terminate the Assignment and/or Agreement in whole or in part with immediate effect if the other party is in a state of bankruptcy, applies for or is granted suspension of payments, or ceases, liquidates, or otherwise effectively discontinues its business. Contractor shall never be liable for any damages as a result of such termination;
- 11.2 Either party shall be entitled to terminate the Assignment and/or Agreement in whole or in part with immediate effect if the other party culpably fails to perform an essential obligation under the Assignment and/or Agreement and, after proper written notice of default granting a reasonable period for remedy, fails to remedy that failure within such period;
- 11.3 Insofar as the nature and substance of the Assignment and/or Agreement do not preclude this, the Assignment and/or Agreement may be terminated in writing by either party, observing the notice period agreed between the parties or, in the absence thereof, a reasonable notice period;
- 11.4 Upon termination of the Assignment and/or Agreement, Client shall be obliged to pay in full all work performed by Contractor up to the moment of termination, all costs incurred, and all invoices that have already become due and payable. Insofar as a fixed term, minimum purchase commitment, reserved capacity, or notice period has been agreed between the parties, Client shall likewise remain bound to fulfill the related financial obligations, unless agreed otherwise in writing;
- 11.5 If Client wishes to terminate the Assignment and/or Agreement prematurely or requests suspension of the services for reasons not attributable to Contractor, Client shall be obliged to compensate Contractor for the resulting damage and costs, including but not limited to work already performed, costs incurred, obligations entered into, reasonable winding-down costs, and demonstrably reserved capacity;
- 11.6 Obligations which by their nature are intended to continue after termination of the Assignment and/or Agreement, including obligations relating to payment, confidentiality, and intellectual

property rights, shall remain in full force and effect after termination.

12 Applicable Law

- 12.1 All Assignments and/or Agreements between Client and Contractor shall be governed exclusively by Dutch law.
- 12.2 The parties shall endeavor to resolve, by mutual consultation, any disputes arising from or related to the Assignment and/or Agreement to which these General Terms and Conditions apply, as well as disputes concerning these General Terms and Conditions;
- 12.3 If a dispute is not resolved through mutual consultation, the parties shall consider whether the dispute can be resolved by mediation. If either party wishes to pursue mediation, the parties shall endeavor to jointly appoint an independent mediator;
- 12.4 If mediation does not lead to a solution within 45 days after the written request thereto, or if the parties fail to reach agreement on the appointment of a mediator within a reasonable period, the dispute shall be submitted exclusively to the competent court in the Rotterdam district.

13 Liability

- 13.1 Contractor shall perform the work with the care that may be expected of a reasonably competent and reasonably acting contractor;
- 13.2 Contractor shall not be liable for damage arising from incorrect, incomplete, or untimely information, data, instructions, or materials provided by or on behalf of Client;
- 13.3 If Client suffers damage as a direct result of an attributable failure by Contractor in the performance of the Assignment and/or Agreement, Contractor's liability shall be limited to compensation for direct damage;
- 13.4 Contractor's total liability shall in no event exceed 50% of the fee actually paid by Client to Contractor in the 3 months preceding the event causing the damage in connection with the relevant Assignment and/or Agreement;
- 13.5 Contractor shall not be liable for indirect damage, consequential damage, loss of profit, lost savings, diminished goodwill, business interruption, or damage resulting from claims by third parties;
- 13.6 Any liability of Contractor shall lapse if Client does not notify Contractor in writing of the damage within a reasonable time after discovery and if Client does not give Contractor a reasonable opportunity to remedy the failure or mitigate its consequences;
- 13.7 The limitations set out in this article shall not apply in the event of intent or willful recklessness on the part of Contractor.

14 Privacy and Data Processing

- 14.1 Contractor shall process personal data solely in accordance with the applicable laws and regulations, including the General Data Protection Regulation (GDPR), and only insofar as this is necessary for the performance of the Assignment and/or Agreement, compliance with legal obligations, or the protection of legitimate interests in connection with the services;
- 14.2 Client warrants that the personal data provided by it to Contractor have been lawfully obtained and may lawfully be

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provided to and processed by Contractor in the context of the performance of the Assignment and/or Agreement;

- 14.3 Contractor shall implement appropriate technical and organizational measures to protect personal data against loss or any form of unlawful processing;

If and insofar as Contractor processes personal data on behalf of Client in the capacity of processor in the context of the Assignment and/or Agreement, the parties shall, where legally required, enter into a data processing agreement that complies with Article 28 GDPR.

15 Final Provision

- 15.1 If any provision of these General Terms and Conditions is null and void or is annulled, the remaining provisions shall remain in full force and effect.
- 15.2 In such event, the parties shall consult with each other in order to agree on a new provision that corresponds as closely as possible in content and intent to the null and void or annulled provision;
- 15.3 If and insofar as any provision in a quotation, Assignment Confirmation, or Assignment and/or Agreement deviates from these General Terms and Conditions, the specifically agreed written provision shall prevail with respect to the relevant part.