General Terms

These General Terms apply to every quotation of NRY Partners and to every agreement under which NRY Partners provides services. They are provided with each quotation.

COMPANY

NRY Global Trade
under the brand NRY Partners
Dokter Bloemenlaan 170
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REGISTRATION

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Part A. General provisions

1 Definitions

1.1 **NRY**: NRY Global Trade, a sole proprietorship established at Dokter Bloemenlaan 170, 5022 KW Tilburg, the Netherlands, registered with the Dutch Chamber of Commerce under number 89953428, which offers its services under the brand NRY Partners.

1.2 **Client**: the company or other organisation that NRY makes a quotation to or has an Agreement with.

1.3 **Agreement**: every agreement between NRY and the Client for Services, consisting of the accepted quotation or signed engagement agreement, any scope sheet, any data processing agreement, and these Terms.

1.4 **Services**: everything NRY does for the Client under an Agreement, including Interim and Advisory Services, Builds, the License, Hosting and Support.

1.5 **Interim and Advisory Services**: work that NRY performs inside or for the Client's operation on the basis of time spent, such as advice, analysis, interim work, implementation, training and handover.

1.6 **Forge**: NRY's own toolbox of software, components, models, configurations, methods and documentation on which NRY develops Builds.

1.7 **Build**: a solution that NRY develops on Forge for the Client's use, including every part that is custom made for the Client, all source code, configurations, prompts, workflows, models, interfaces and documentation.

1.8 **License**: the right of use described in clause 22.

1.9 **Hosting**: running a Build on infrastructure that NRY arranges. **Support**: the support and maintenance described in clause 25.

1.10 **Client Data**: all data that the Client or its users enter into a Build or provide to NRY, and all data that the Client's use of a Build produces.

1.11 **Fees**: all amounts the Client owes NRY under an Agreement. **In Writing** includes e-mail.

2 Applicability

2.1 These Terms apply to every quotation of NRY, every Agreement and all Services. NRY provides Services to businesses only, not to consumers.

2.2 The Client's own purchase or other terms do not apply. NRY expressly rejects them.

2.3 A deviation from these Terms is valid only if the parties have agreed it In Writing.

2.4 If documents conflict, this order applies: first the accepted quotation or scope sheet, then the engagement agreement, then, for personal data only, the data processing agreement, then these Terms.

2.5 Part A applies to all Services. Part B also applies to Interim and Advisory Services. Part C also applies to Builds, the License, Hosting and Support. One Client can receive Services under several Parts at the same time or one after the other, under the same Terms.

2.6 NRY may amend these Terms. The amended Terms apply to every new Agreement. For a running Agreement they apply from the date NRY announces, which is at least 30 days after the announcement. If an amendment is materially to the Client's disadvantage, the Client may terminate the affected recurring Service as of that date.

2.7 If a clause is void or is set aside, the rest of these Terms remains in force and the parties replace the clause by a valid one that comes as close as possible to its purpose.

3 Quotations and the formation of an Agreement

3.1 A quotation is valid for 30 days, unless it states otherwise. It is based on the information the Client has given.

3.2 An Agreement is formed when the Client signs or otherwise accepts the quotation In Writing, including by electronic signature, or when NRY starts the work at the Client's request.

3.3 The quotation describes the scope that the Fees cover. Work outside that scope is additional work under clause 6.

4 How NRY performs the Services

4.1 NRY performs the Services with the care of a competent professional. NRY commits to its best efforts. NRY guarantees a specific result only where the Agreement expressly says so.

4.2 Dates and timelines are targets and not strict deadlines, unless the Agreement expressly says otherwise. NRY is in default only after the Client has given NRY written notice of default with a reasonable period to still perform.

4.3 NRY decides how and by whom the Services are performed. NRY may use third parties. NRY remains responsible for their work under the Agreement. For Interim and Advisory Services clause 17.4 also applies. Articles 7:404 and 7:407(2) of the Dutch Civil Code do not apply.

4.4 The Client reports a complaint about the Services In Writing within 30 days after it discovered, or should have discovered, the reason for it, with enough detail for NRY to respond. A complaint does not suspend the Client's payment obligations.

5 The Client's cooperation and information

5.1 The Client gives NRY, in good time, all information, access, decisions and cooperation that NRY reasonably needs, and appoints a contact person who can take decisions.

5.2 NRY may rely on the information and materials that the Client or third parties on the Client's side provide. NRY does not audit, verify or investigate them, or the correctness of what was done in the past, unless the Agreement expressly makes that part of the Services.

5.3 NRY starts from the Client's records, systems, software, models, data and processes as they are on the start date. The Client remains responsible for their content and condition, and for everything that the Client, its previous advisers or suppliers, or other third parties recorded, filed, built, decided or processed before that date or outside the Services.

5.4 If NRY notices an error or a risk in the Client's records, systems, software, data or processes, NRY reports it to the Client. Reporting it does not make NRY responsible for it, and NRY corrects it only if the parties agree that as part of the Services.

5.5 The Client remains responsible for its own business decisions, for meeting its legal obligations, including filings with authorities, and for the way it uses the results of the Services.

5.6 If the Client does not meet this clause, NRY may suspend the Services, and the delay and the reasonable extra costs are for the Client's account.

6 Changes and additional work

6.1 A fixed price covers only the scope described in the Agreement. The detailed requirements that the parties record during kickoff stay within that scope.

6.2 If the Client asks for work outside the scope, or if the work grows through circumstances on the Client's side, NRY tells the Client that it is additional work and what it means for the Fees and the timeline.

6.3 NRY performs additional work after the Client has approved it In Writing. Additional work is charged at the rates in the Agreement or, if there are none, at NRY's rates at that time.

7 Fees, invoicing and payment

7.1 All amounts are in euros and exclude VAT and other government charges.

7.2 Unless the Agreement says otherwise: a fixed price is invoiced 50% on acceptance of the quotation and 50% on delivery; work on the basis of time is invoiced monthly in arrears on the basis of NRY's time records; the License, Hosting and Support are invoiced monthly in advance; agreed travel and other expenses are invoiced at cost.

7.3 A stated number of hours or days is an estimate and not a maximum, unless the Agreement expressly says otherwise.

7.4 The Client pays each invoice within 14 days of the invoice date, without set-off, discount or suspension. An objection to an invoice must reach NRY In Writing within 14 days of the invoice date and does not suspend payment of the undisputed part.

7.5 If the Client does not pay on time, the Client is in default without notice. From that day the Client owes the statutory commercial interest (article 6:119a of the Dutch Civil Code) and the extrajudicial collection costs under the statutory scale (Besluit vergoeding voor buitengerechtelijke incassokosten), with a minimum of EUR 40.

7.6 If an invoice is still unpaid 7 days after a written reminder, NRY may suspend the Services until all due amounts are paid. Clause 27 applies to the License, Hosting and Support.

7.7 Once a year, as of 1 January, NRY may adjust its rates and recurring Fees in line with the consumer price index (CPI, all households) of Statistics Netherlands (CBS). NRY may make another adjustment with at least two months' written notice. In that case the Client may terminate the affected recurring Service as of the date the adjustment takes effect.

7.8 Where NRY has good reason to doubt that the Client will pay, NRY may ask for payment in advance or for security before it continues the Services.

8 Confidentiality

8.1 Each party keeps confidential all information of the other party that it knows or should understand to be confidential, uses it only for the Agreement, and shares it only with people who need it for the Agreement and are bound by the same duty.

8.2 This duty does not apply to information that is public without a breach of this clause, that the receiving party already had or developed independently, or that must be disclosed by law or by order of a court or authority. In that last case the receiving party informs the other party first, where that is allowed.

8.3 The duty continues for three years after the end of the Agreement.

8.4 NRY does not use the Client's name or logo in public without the Client's prior written consent.

9 Personal data

9.1 Each party complies with the General Data Protection Regulation and the other privacy laws that apply to it.

9.2 Where NRY processes personal data on behalf of the Client, the parties conclude a data processing agreement, which forms part of the Agreement.

9.3 The Client guarantees that it may lawfully provide the personal data to NRY and have it processed as the Agreement requires.

10 Intellectual property

10.1 All intellectual property rights in Forge, in every Build, and in NRY's tools, methods, templates, models and know-how belong to NRY or its licensors and stay with them. An Agreement never transfers such rights, unless a document signed by NRY expressly says so.

10.2 When the Client has paid the Fees for them, the Client may use the reports, advice and other documents that NRY delivers under Interim and Advisory Services for its own business, without a time limit. This right is non-exclusive and cannot be transferred.

10.3 Client Data and the materials the Client provides remain the Client's. The Client gives NRY the right to use them as far as needed for the Agreement, and indemnifies NRY against claims that they infringe the rights of third parties.

10.4 NRY may use the general knowledge and experience it gains, and may improve Forge with insights that are not specific to the Client. NRY never uses the Client's confidential information or Client Data for that.

11 AI systems and third-party services

11.1 The Services may use artificial intelligence. Output of AI systems is generated on the basis of probability and may be incorrect, incomplete or unsuitable for a specific purpose.

11.2 The Client makes sure that a competent person reviews output before the Client relies on it, and does not take decisions with legal or similarly significant effect for a person on the basis of output alone. The Client is responsible for the decisions it takes and for its use of a Build within its organisation.

11.3 The Services may depend on services of third parties, such as model providers and cloud providers. Their terms apply to those services. NRY chooses them with care and informs the Client of changes that materially affect the Services. NRY is not liable for a failure or change of a third-party service beyond what NRY can recover from that third party.

11.4 The parties cooperate in good faith to meet the obligations that laws on artificial intelligence, including the EU AI Act, place on each of them. Where a Build falls within the scope of those laws, the parties record in the Agreement or the project plan which role each of them has under those laws and which obligations follow from that role.

12 Liability

12.1 NRY's total liability for an event, where a series of connected events counts as one event, is limited to the Fees, excluding VAT, that the Client paid under the Agreement for the Services that caused the damage. If the Agreement runs for longer than six months, only the Fees paid for those Services in the six months before the event count. In all cases the maximum is EUR 25,000.

12.2 A higher limit applies only where the Agreement expressly states one. NRY's liability does not depend on, and is not increased by, the insurance that NRY holds.

12.3 NRY is liable only for direct damage. Direct damage means: the reasonable costs to establish the cause and the amount of the damage, the reasonable costs to make NRY's performance meet the Agreement, and the reasonable costs to prevent or limit the damage.

12.4 NRY is not liable for indirect damage, which includes loss of profit, turnover or savings, business interruption, loss or corruption of data, damage to reputation, fines and penalties imposed on the Client, and claims of third parties against the Client. An amount that the Client would also have owed to an authority or a third party if the Services had been performed correctly is not damage.

12.5 A right to compensation exists only if the Client reports the damage to NRY In Writing within 30 days after the Client discovered it or should have discovered it, and has given NRY written notice of default with a reasonable period to repair the failure. Every claim lapses 12 months after the Client discovered the damage or should have discovered it.

12.6 The limitations in this clause do not apply to damage caused by intent or deliberate recklessness of NRY.

12.7 The Client indemnifies NRY against claims of third parties, including authorities, as far as they arise from: Client Data; information, materials or instructions that the Client or third parties on its side provided; the Client's use of the results of the Services contrary to the Agreement, NRY's instructions or the law; or the Client's failure to meet its own legal obligations. This indemnity does not apply where the claim is caused by intent or deliberate recklessness of NRY.

13 Force majeure

13.1 A party is not liable for a failure caused by a circumstance beyond its reasonable control. For NRY this includes illness of the person performing the Services, failures of third-party services, power, internet or telecom failures, cyber attacks, and government measures.

13.2 If the situation lasts longer than 60 days, either party may terminate the affected part of the Agreement In Writing. The Client pays for what has been performed until then.

14 Term and termination

14.1 The Agreement runs for the term it states. A recurring Service or an Agreement without an end date may be terminated by either party In Writing with a notice period of one calendar month, as of the end of a calendar month.

14.2 The Client may terminate fixed-price work before it is finished. In that case the Client pays the Fees for the work performed up to the termination date, the instalments already due, and the costs NRY has reasonably committed to for the work.

14.3 Either party may terminate the Agreement In Writing with immediate effect if the other party is declared bankrupt, is granted a suspension of payments, ceases its business, or materially breaches the Agreement and has not repaired the breach within 14 days after a written notice.

14.4 On termination all amounts for Services performed become due at once. Clauses that by their nature are meant to continue, including those on confidentiality, intellectual property, liability and disputes, remain in force.

15 General

15.1 The Client may not transfer the Agreement or rights under it without NRY's prior written consent. NRY may transfer the Agreement to a legal entity that continues its business. The Client consents to that transfer in advance.

15.2 Notices may be given by e-mail to the addresses in the Agreement. An electronic signature has the same effect as a signature on paper.

15.3 The Agreement contains everything the parties have agreed about its subject and replaces earlier proposals and arrangements about it.

15.4 Nothing in the Agreement creates a partnership, an agency or a joint venture between the parties.

15.5 A party that does not enforce a right at once does not give up that right.

15.6 Headings are for ease of reading and do not affect the meaning of a clause. These Terms are in English and are interpreted under Dutch law. Where an English term has no exact equivalent, the corresponding concept of Dutch law applies.

16

Governing law and disputes

16.1 Dutch law governs every quotation and Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16.2 The parties first try to resolve a dispute together. If that fails, the dispute is submitted exclusively to the competent court of the District Court of Zeeland-West-Brabant, the Netherlands.

Part B. Interim and Advisory Services

17

Independent contractor

17.1 NRY performs Interim and Advisory Services as an independent contractor under a contract for services (article 7:400 of the Dutch Civil Code). The parties expressly do not intend to enter into an employment agreement (article 7:610 of the Dutch Civil Code), and they act accordingly in practice.

17.2 NRY organises the work independently and decides how it is done. NRY coordinates with the Client on where and when, as far as the work requires. The Client may give instructions about the result of the work, not about the manner in which NRY performs it.

17.3 NRY is free to work for other clients. NRY uses its own equipment and tools where that is reasonably possible, and the Client's systems where security or the nature of the work requires it. NRY follows the Client's reasonable security and house rules when it works in the Client's systems or on its premises.

17.4 NRY may have the work performed by another qualified person, after informing the Client. The Client may refuse that person only on objective grounds, such as qualifications or security requirements.

17.5 NRY is not entitled to payment during illness, holidays or other absence. NRY takes care of its own taxes, contributions and insurances.

18

Time and rates

18.1 NRY records the time spent, in units of 15 minutes. NRY's time records are decisive, unless the Client objects In Writing within 14 days of the invoice date and proves that they are incorrect.

18.2 No availability is guaranteed, unless the Agreement says otherwise. NRY informs the Client in good time of planned absence.

19

Advice, decisions and authority

19.1 NRY's advice is based on the facts, information, laws and other circumstances that are known and apply at the time it is given. NRY has no duty to update earlier advice when these change later, unless the parties have agreed that. The Client decides whether and how to act on advice and is responsible for the implementation.

19.2 NRY does not act as a director or officer of the Client. NRY has no authority to represent or bind the Client, to make payments for the Client or to dispose of the Client's assets, unless the parties have agreed that In Writing for specific tasks.

19.3 Where NRY acts in the Client's name or on the Client's instructions towards third parties, such as customers, suppliers or authorities, NRY does so for the account and risk of the Client.

19.4 Where the Services include preparing a filing, report, application or other submission to an authority or a third party, NRY prepares it, and the Client reviews it, approves it and submits it or authorises its submission In Writing. The Client remains responsible for it.

19.5 The Services do not replace the advice of the Client's own professional advisers. Where a matter calls for a regulated or licensed profession, the Client obtains that advice from a qualified adviser, and NRY's input serves as a contribution to that advice.

Part C. Builds, License, Hosting and Support

20 Builds

20.1 NRY develops a Build on Forge, within the scope described in the Agreement. During kickoff the parties record the detailed requirements and the project plan In Writing.

20.2 A pilot is a limited Build that NRY delivers so that the Client can evaluate it. This Part C applies to a pilot as well, unless the Agreement says otherwise.

21 Delivery and acceptance

21.1 NRY tells the Client In Writing when a Build, or an agreed part of it, is delivered. The Client tests it within 14 days after that.

21.2 The Build is accepted when the Client confirms acceptance, when the 14 days end without a written report of defects, or when the Client starts using the Build in its operations, whichever comes first.

21.3 A defect is a material failure of the Build to meet the requirements agreed In Writing. The Client reports defects In Writing, with enough detail for NRY to reproduce them. Small defects that do not reasonably prevent use of the Build do not stand in the way of acceptance. NRY repairs them within a reasonable time.

21.4 NRY repairs reported defects within a reasonable time. The Client then has 7 days to test the repairs.

22 Ownership and the License

22.1 Forge and every Build, including every part that is custom made for the Client, are and remain the exclusive property of NRY. The Client never becomes the owner of a Build, in whole or in part, wherever the Build runs.

22.2 From acceptance, and for as long as the Client pays the License Fee, the Client has a non-exclusive right, which cannot be transferred or sublicensed, to use the Build for its own business operations. The right extends to group companies only where the Agreement names them.

22.3 The Client may not: copy the Build, except where that is technically necessary for the permitted use; modify it, reverse engineer it or decompile it, except where mandatory law allows that; make it available to third parties; remove notices of NRY's rights; use it in breach of the law or in a way that harms NRY or others; or use it to develop a competing product or service.

22.4 The Client has no right to the source code and no right to escrow, unless the Agreement says otherwise.

23 Where a Build runs

23.1 The Agreement states whether NRY hosts the Build or whether the Build is deployed in the Client's own environment. Clause 22 applies in full in both cases. Deploying a Build in the Client's environment does not transfer any right in the Build to the Client.

23.2 Where the Build runs in the Client's environment, the Client is responsible for that environment, including its security, availability, backups and the licenses for it. The Client gives NRY the remote access that NRY needs to deploy, update and support the Build and to verify the License.

23.3 NRY may include technical measures in a Build, such as license keys, to verify and enforce the License. NRY uses them to suspend or end the use of a Build only in the cases and in the way that clauses 27 and 28 describe.

24 Hosting

24.1 Where NRY hosts a Build, NRY makes reasonable efforts to keep it available. NRY guarantees a level of availability only where the parties have agreed a service level In Writing.

24.2 NRY may take a Build offline for maintenance, and announces that in advance where reasonably possible.

24.3 NRY hosts Client Data within the European Economic Area, unless the Agreement says otherwise. The data processing agreement lists the sub-processors NRY uses.

24.4 NRY makes backups as described in the Agreement. If the Agreement does not describe them, NRY makes backups to its own standard and does not guarantee that data can be restored in every case.

25 Support and maintenance

25.1 Support covers what the Agreement describes and in any case: repairing defects, and keeping the Build working with the updates of the underlying components that NRY considers necessary.

25.2 Support does not cover new functions, changes in the Client's systems or processes, or problems caused by the Client's environment, by third parties or by use contrary to the Agreement or NRY's instructions. That work is additional work.

25.3 NRY provides Support on Dutch business days between 08:30 and 18:30 Central European Time and makes reasonable efforts to respond quickly. Fixed response or resolution times apply only where the parties have agreed a service level In Writing.

25.4 If the Client has no Support, NRY repairs free of charge the defects that the Client reports within 30 days after acceptance. After that, repairs are additional work.

26 Client Data

26.1 All Client Data is and remains the Client's, including the data that the Client's use of the Build produced while the License ran.

26.2 NRY uses Client Data only to perform the Agreement. NRY does not use Client Data to train models for others and does not provide it to third parties, except to sub-processors as the data processing agreement allows.

26.3 NRY takes appropriate technical and organisational measures to protect Client Data against loss and against unauthorised access. For personal data, the data processing agreement describes these measures.

27 Non-payment and suspension of access

27.1 If the Client has not paid a Fee for the License, Hosting or Support on the due date, NRY sends a written reminder.

27.2 If the amount is still unpaid 14 days after that reminder, NRY may suspend the Client's access to the Build and the connections of the Build until everything due has been paid. This also applies to a Build that runs in the Client's environment. The reminder states the date from which NRY may suspend. The Fees continue during the suspension.

27.3 NRY suspends no more than the non-payment justifies, and in a controlled way. NRY does not delete or corrupt Client Data and keeps it intact during the suspension. Where reasonably possible, NRY avoids risks for safety, for the integrity of data and for the Client's other systems. NRY restores access without delay once everything due has been paid.

27.4 If the amount is still unpaid 30 days after the suspension started, NRY may terminate the License, Hosting and Support In Writing with immediate effect.

27.5 NRY is not liable for damage that results from a suspension or termination carried out in accordance with this clause.

28 End of the License, Hosting and Support

28.1 The License, Hosting and Support run from month to month, unless the Agreement states a minimum term. Either party may terminate them under clause 14.1.

28.2 When the License ends, the Client's right to use the Build ends. Where NRY hosts the Build, access ends. Where the Build runs in the Client's environment, the Client stops using it, lets NRY disable and remove it, and confirms In Writing that no copies remain.

28.3 If the Client asks for it within 30 days after the end of the License, NRY makes the Client Data available to the Client in a common, machine-readable format. NRY does not make this depend on the payment of amounts that the Client disputes in good faith. One standard export is free of charge. Other help with a migration is additional work.

28.4 NRY deletes the Client Data from its systems within 60 days after the end of that 30-day period or after the handover, whichever is later. This does not apply to backups, which expire in their normal cycle, or to data that NRY must keep by law.

29 Warranty and claims of third parties about the Build

29.1 NRY does not warrant that a Build works without interruption or errors, or that it is fit for a purpose that is not part of the requirements agreed In Writing. Components of third parties and open-source components are subject to their own license terms.

29.2 NRY indemnifies the Client against a claim of a third party that the Build, as delivered by NRY, infringes an intellectual property right that is valid in the European Union, if the Client informs NRY of the claim at once, leaves the defence and any settlement to NRY, and gives NRY the cooperation it needs.

29.3 If such a claim is made or is likely, NRY may modify or replace the Build, obtain the right for the Client to keep using it, or, if those are not reasonably possible, terminate the License and refund the Fees paid in advance for the period after termination.

29.4 This indemnity does not apply where the claim results from Client Data or materials of the Client, from changes not made by NRY, or from use of the Build in combination with something NRY did not supply or approve. Clause 12 applies to this indemnity.

NRY Partners General Terms. Version 1.1, effective 18 September 2026. NRY Partners is a brand of NRY Global Trade, a sole proprietorship, Tilburg, the Netherlands, Chamber of Commerce 89953428.