

ANCOR VERNIEUWING B.V. GENERAL TERMS AND CONDITIONS

Version 1.4 | Effective date: 1 July 2026

Article 1 – Definitions and applicability

1.1 For the purposes of these General Terms and Conditions, the following definitions apply:

- "Ancor": Ancor Vernieuwing B.V., with its registered office in Heilig Landstichting, registered with the Chamber of Commerce under number 42086640;
- Quotation: Ancor's written and/or electronic offer to provide a specified quantity of services to the Client at a specified price.
- "Client": any natural or legal person who enters into or wishes to enter into an Agreement with Ancor;
- "Agreement": any contract for services or other agreement between Ancor and the Client;
- "Assignment": the work commissioned by the Client to Ancor;
- "Work": all activities to be carried out by Ancor within the scope of the Assignment;
- "Deliverables": all results produced by Ancor within the scope of the Assignment, including reports, presentations, advice, formats and methodologies;
- "Confidential Information": all information designated as confidential by a party or which, by its nature, is to be regarded as confidential.

1.2 These General Terms and Conditions apply to and form part of all offers, legal relationships and agreements under which Ancor provides services of any kind to the Client.

1.3 Any general or special terms and conditions of the Client, however named, are expressly rejected, unless Ancor has accepted them in writing.

1.4 Deviations from these General Terms and Conditions may only be agreed in writing. Any deviations from these General Terms and Conditions shall apply solely to the agreement in question.

1.5 If any provision of these General Terms and Conditions is void or is set aside, the remaining provisions shall remain in full force and effect, and the provision in question shall, by mutual agreement between the parties, be replaced by a provision that approximates the intent of the original provision as closely as possible.

1.6 These General Terms and Conditions shall also apply, without further declaration, to all subsequent agreements between the parties.

Article 2 – Quotations and conclusion of the agreement

2.1 All quotations from Ancor are non-binding, unless expressly stated otherwise, and expire after 30 days.

2.2 Obvious errors or typographical errors in quotations are not binding on Ancor.

2.3 All prices stated in quotations are exclusive of value added tax (VAT) and other government levies.

2.4 A Contract is concluded upon the Client's written acceptance of the Quotation, or when Ancor actually commences performance of the Work. The Client expressly accepts the applicability of these General Terms and Conditions upon acceptance of the Quotation.

2.5 All Assignments are accepted and carried out exclusively by Ancor. Articles 7:404 of the Dutch Civil Code (assignment with a view to a specific person) and 7:407(2) of the Dutch Civil Code (joint and several liability in the case of multiple contractors) do not apply.

Article 3 – Performance of the Assignment

3.1 Ancor shall carry out the Assignment to the best of its knowledge and ability. All of Ancor's obligations are best-efforts obligations; Ancor does not guarantee any specific result.

3.2 The Client shall provide, in good time, all information, cooperation and access necessary for the proper performance of the Assignment. Any delays or additional costs arising from the failure to provide these in good time shall be at the Client's expense and risk.

3.3 Timeframes specified by Ancor are indicative in nature and shall never be regarded as strict deadlines, unless the parties have expressly agreed otherwise in writing.

3.4 Ancor shall only be in default after the Client has given Ancor written notice of default, setting a reasonable period of at least fourteen (14) days for compliance.

3.5 Ancor shall not be liable for any loss or damage arising from the Client having provided incorrect or incomplete information.

3.6 Ancor is not exclusively bound to the Client and may provide services to other clients.

Article 4 – Use of third parties and transfer of obligations

4.1 Ancor is entitled to engage third parties in the performance of the Assignment, if it deems this necessary or desirable, following consultation with the Client.

4.2 Ancor remains responsible for the quality of the Work, even if third parties have been engaged.

4.3 Ancor shall not be liable for any shortcomings on the part of third parties designated or prescribed by the Client.

4.4 Rights and obligations under the Agreement may not be transferred without the prior written consent of the other Party, except for transfers within a group of companies or to legal successors under general or specific title, provided that this does not materially impede performance.

Article 5 – Client's cooperation

5.1 The Client must ensure that Ancor is able to carry out its work in an adequate manner. To this end, the Client shall make available to Ancor and to third parties engaged by it, inter alia, the necessary data and information, facts, resources and facilities for the performance of the Assignment.

5.2 At Ancor's request, the Client shall provide, free of charge, a suitable workspace with IT connections.

5.3 Any additional costs and extra work arising from insufficient cooperation on the part of the Client shall be borne by the Client.

Article 6 – Changes to the Assignment and additional work

6.1 Changes to the scope or nature of the Assignment may result in additional work or a reduction in the scope of work.

6.2 Additional work shall only be carried out following written agreement and shall be invoiced at the agreed hourly rate or at a fee to be agreed separately.

6.3 In the event of a reduction in the scope of work, Ancor retains the right to reimbursement of costs already incurred and preparation costs.

6.4 Changes requested by the Client shall only be valid if they have been approved in writing by Ancor in advance. By granting such approval, Ancor accepts no liability and/or risk whatsoever regarding the technical, structural and/or functional soundness of the Assignment.

Article 7 – Rates and indexation

7.1 Rates are exclusive of VAT. Travel expenses and specific assignment-related costs may be charged separately.

7.2 Ancor is entitled to index the agreed fees and rates each calendar year (with effect from 1 January) in accordance with the index figures published by Statistics Netherlands (CBS). Additional rate adjustments outside the annual indexation are only permitted if they are reasonably related to demonstrable cost increases or changes in the scope or nature of the Work. Ancor shall give at least thirty (30) days' prior written notice of such adjustments.

7.3 Rate changes shall be notified in writing at least thirty (30) days before they come into effect.

7.4 In the case of long-term Assignments (lasting longer than six months), interim rate adjustments are possible in the event of demonstrable cost increases, following written notification.

7.5 Agreements regarding rate changes are valid only upon written confirmation by Ancor.

Article 8 – Invoicing and payment

8.1 Ancor shall invoice monthly on the basis of hours actually worked, unless otherwise agreed in the Agreement.

8.2 Payment must be made within fourteen (14) days of the invoice date to Ancor's bank account with IBAN NL49INGB0116906448.

8.3 All amounts are quoted in euros and exclude VAT.

8.4 Upon expiry of the payment term, the Client shall be in default by operation of law, without the need for a notice of default.

8.5 From the due date, the Client shall owe statutory commercial interest as referred to in Article 6:119a of the Civil Code.

8.6 All reasonable costs incurred in obtaining payment, whether extrajudicial or judicial, shall be borne by the Client. The extrajudicial debt collection costs amount to at least €150, in accordance with the Extrajudicial Debt Collection Costs (Standards) Act.

8.7 Payments made by the Client shall first be applied to settle the costs and interest due, and subsequently to settle the oldest outstanding invoices.

8.8 If the Assignment has been placed by more than one Client, all Clients shall be jointly and severally liable for the fulfilment of the payment obligations.

Article 9 – Suspension and provision of security

9.1 In the event of non-payment, Ancor is entitled to suspend the Works until all outstanding amounts, interest and costs have been settled.

9.2 Ancor is at all times entitled to demand advance payment or security before commencing or continuing the Work. In the event of failure to provide the required advance payment or security, Ancor is entitled to suspend its work until such payment or security has been provided, without prejudice to its right to compensation.

Article 10 – Duration and termination of the agreement

10.1 A fixed-term Agreement shall terminate by operation of law upon the expiry of the agreed term, without the need for notice of termination.

10.2 An Agreement for an indefinite period may be terminated by either party by giving one (1) calendar month's written notice.

10.3 The Client's right to terminate the Agreement at any time pursuant to Article 7:408(1) of the Dutch Civil Code is hereby expressly excluded to the extent permitted by law. In the event of early termination of a fixed-term Agreement by the Client, the Client shall be obliged to pay for all Work performed up to the date of termination, as well as reasonable compensation for loss of capacity utilisation, based on the average monthly invoiced amount for the period preceding the termination.

10.4 Either party is entitled to terminate the Agreement with immediate effect in writing, without notice of default or judicial intervention, if:

- a. the other party applies for bankruptcy or is declared bankrupt;
- b. the other party applies for or is granted a moratorium on payments;
- c. an attachment is levied on (a substantial part of) the other party's assets;
- d. the other party ceases trading, goes into liquidation or transfers its business;
- e. the Client is more than thirty (30) days in arrears with payment.

10.5 Upon termination of the Agreement, all claims of Ancor shall become immediately due and payable.

10.6 Obligations which, by their nature, are intended to continue after the termination of the Agreement — including confidentiality, intellectual property rights, liability and applicable law — shall remain in full force and effect even after termination.

Article 11 – Force majeure

11.1 Force majeure is defined as any circumstances beyond Ancor's control that temporarily or permanently prevent the performance of the Agreement, including — but not limited to — illness of the consultant, strikes, disruptions to telecommunications or internet infrastructure, power cuts, extreme weather conditions and government measures.

11.2 In the event of force majeure, Ancor's obligations shall be suspended for the duration of the force majeure situation. The parties shall inform each other without delay of the occurrence of force majeure.

11.3 If the force majeure situation lasts, or is expected to last, for longer than ninety (90) days, either party shall be entitled to terminate the Agreement in writing. In that event, any work already performed under the Agreement shall be settled on a pro rata basis.

11.4 Ancor reserves the right to claim payment for services rendered prior to the onset of the force majeure situation.

Article 12 – Liability

12.1 Ancor's liability towards the Client for damage arising from or in connection with the performance of the Assignment is limited to the amount actually paid out in the relevant case under the liability insurance taken out by Ancor, plus the excess applicable under that insurance.

12.2 If and insofar as, for whatever reason, no payment is made under the insurance referred to in paragraph 12.1, Ancor's liability shall be limited to the total amount paid by the Client to Ancor in respect of the Assignment during the three (3) months preceding the event giving rise to liability, subject to an absolute maximum of €25,000 per event, whereby a series of related events shall be deemed to constitute a single event.

12.3 A condition for the entitlement to any compensation is that the Client must have notified Ancor in writing of the damage as soon as possible, but no later than one (1) year after discovering the damage. Once this period has expired, the right to compensation lapses.

Article 13 – Indemnity

13.1 The Client shall indemnify Ancor against all claims by third parties arising from or relating to incorrect or incomplete information provided by the Client, decisions taken by the Client, or the use of Deliverables for purposes other than those specified in the Agreement.

13.2 The Client shall indemnify Ancor against any claims by third parties arising from an infringement of third-party intellectual property rights in connection with material made available to Ancor by the Client.

Article 14 – Confidentiality and non-disclosure

14.1 Both parties shall maintain strict confidentiality regarding all Confidential Information obtained from the other party or in the context of the Agreement. This obligation shall continue to apply after the termination of the Agreement.

14.2 Confidential Information shall be used solely for the purpose of performing the Agreement. The Parties shall only disclose Confidential Information to employees or third parties who require it for the performance of the Agreement, provided that such persons are bound by equivalent confidentiality obligations.

14.3 Publication concerning the Assignment or its results is permitted only with the prior written consent of the other party.

14.4 The confidentiality obligation does not apply to information that is in the public domain other than as a result of a breach of this obligation, or in respect of which there is a statutory duty of disclosure.

Article 15 – Intellectual Property Rights

15.1 All intellectual property rights in the Deliverables, including, but not limited to, reports, presentations, advice, formats, methodologies, working methods, models and tools, are vested in Ancor or its licensors and shall not be transferred to the Client.

15.2 Upon full payment, the Client shall acquire a non-exclusive, non-transferable right of use for internal purposes within its own organisation for the purposes of the Assignment.

15.3 Disclosure, reproduction or use of Deliverables outside the Client's own organisation or for any purpose other than the Assignment is not permitted without Ancor's prior written consent.

15.4 Ancor reserves the right to use the knowledge acquired through the performance of the Assignment for other purposes, provided that no Confidential Information belonging to the Client is disclosed to third parties in the process.

Article 16 – Data Protection (GDPR)

16.1 Both parties shall act in accordance with the General Data Protection Regulation (GDPR) and other applicable laws and regulations relating to the protection of personal data.

16.2 If, in the course of carrying out the Assignment, Ancor processes personal data as a data processor within the meaning of the GDPR, the parties shall enter into a separate data processing agreement.

16.3 Ancor shall implement appropriate technical and organisational measures to protect personal data against loss or unlawful processing.

16.4 The Client shall indemnify Ancor against all claims by third parties that may be brought against Ancor on the basis of the GDPR.

Article 17 – Non-competition clause

17.1 During the term of the Agreement and for a period of twelve (12) months following its termination, the Client shall not, either directly or indirectly, approach or recruit any employees or professionals engaged by Ancor who have been involved in the performance of the Assignment, recruit them, with the aim of employing them directly or otherwise entering into a long-term contract with them, without Ancor's prior written consent.

17.2 This prohibition also applies to companies affiliated with the Client.

17.3 In the event of a breach of this clause, the Client shall forfeit to Ancor an immediately payable penalty of €10,000 per breach, plus €500 for each day that the breach continues, without prejudice to Ancor's right to compensation for the actual loss it has suffered, insofar as this exceeds the forfeited penalty. [Amount of penalty – see note]

Article 18 – Publicity and references

18.1 Ancor is entitled to mention the Client's name as a reference in its portfolio, on its website and in other marketing communications, unless the Client has objected to this in writing in advance.

18.2 Ancor shall only share substantive information about the Assignment or its results after obtaining the Client's express written consent.

18.3 Both parties shall refrain from making negative public statements about the other party.

Article 19 – Electronic communication

19.1 Electronic communication, including email and messaging services, shall be deemed to be in writing for the purposes of these General Terms and Conditions.

19.2 Ancor shall not be liable for disruptions, delays or security incidents in electronic communication channels that are beyond its control.

19.3 The Client is responsible for the security of its own systems and communication channels.

Article 20 – Complaints

20.1 Complaints regarding the performance of the Assignment must be reported to Ancor in writing, stating the reasons, as soon as possible, but no later than fourteen (14) days after the defect is discovered.

20.2 Once the period referred to in paragraph 20.1 has expired, the Client's right to complain in this regard shall lapse.

20.3 The submission of a complaint does not release the Client from its payment obligations.

20.4 Ancor endeavours to deal with complaints within fourteen (14) working days of receipt.

Article 21 – Amendments to these general terms and conditions

21.1 Ancor reserves the right to amend or supplement these General Terms and Conditions.

21.2 Amendments shall be announced in writing or via Ancor's website at least thirty (30) days before they come into force.

21.3 If the Client does not wish to accept an amendment, they may terminate the Agreement in writing no later than the date on which the amended terms and conditions come into force.

Article 22 – Transitional provisions for existing agreements

22.1 These General Terms and Conditions also apply to agreements entered into prior to the effective date of these terms and conditions by the legal predecessor of Ancor Vernieuwing B.V., namely the sole trader business of Ms F.C.J. van de Watering (Chamber of Commerce no. 91907640), which was contributed to Ancor Vernieuwing B.V. with effect from 1 January 2026 in accordance with the notarial deed of contribution dated 15 June 2026.

22.2 All rights and obligations arising from agreements concluded under the sole trader's business have been transferred to Ancor Vernieuwing B.V.

22.3 Clients who have already entered into contracts with Ancor under the terms and conditions of the former sole trader are deemed to have accepted these General Terms and Conditions if, following receipt of the notification referred to in paragraph 22.4, they continue the business relationship without raising any written objection.

22.4 Ancor shall inform existing clients in writing of the transfer to Ancor Vernieuwing B.V. and the applicability of these General Terms and Conditions.

Article 23 – Governing law and choice of forum

23.1 All legal relationships between Ancor and the Client shall be governed exclusively by Dutch law.

23.2 The parties shall endeavour to resolve disputes in the first instance through amicable consultation.

23.3 If amicable consultation does not lead to a solution, the dispute shall be submitted exclusively to the competent court of the District Court of Gelderland, Arnhem.

23.4 In the event of a translation of these General Terms and Conditions, the Dutch text shall be deemed the authoritative and binding text.