

GENERAL TERMS AND CONDITIONS

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CHAPTER 1 GENERAL PROVISIONS

Article 1 Definitions

License means a limited right of use granted by WYKYK to the Client in respect of intellectual property rights in certain software products or services, including but not limited to the CMS module, as well as other systems, applications or functionalities developed or offered by WYKYK;

WYKYK means WYKYK B.V., a private limited liability company under Dutch law, trading as WYKYK.nl, registered with the Dutch Trade Register under number 97530859, and/or one or more of its subsidiaries;

Client means any natural person acting in the course of a profession or business, or any legal entity, that has entered into, or intends to enter into, an Agreement with WYKYK;

Agreement means the written agreement between the Client and WYKYK setting out the specific terms and conditions, including the type of services, under which WYKYK shall provide services to the Client;

Article 2 General

2.1. These general terms and conditions apply to all Agreements, offers and quotations under which WYKYK undertakes to supply services of any nature to a Client, who in turn undertakes to pay a monetary price.

2.2. Once the Client has entered into an Agreement with WYKYK subject to these general terms and conditions, these terms shall also apply to any subsequent Agreement with WYKYK, even if not expressly referred to at

the time such Agreement is concluded.

2.3. The provisions of these general terms and conditions are also stipulated for the benefit of WYKYK's directors, employees and any auxiliary persons engaged in the performance of the Agreement.

2.4. Insofar as WYKYK supplies, or grants access to, third-party products and/or services, the (licensing or sales) terms of such third party shall apply, irrespective of anything to the contrary in these general terms and conditions, provided that WYKYK has notified the Client in advance of their applicability and the Client has had a reasonable opportunity to review them.

If, for any reason, those third-party terms do not apply or are declared inapplicable, these general terms and conditions shall fully replace them.

2.5. The applicability of any general terms and conditions of the Client is hereby expressly rejected in advance.

2.6. WYKYK may amend these general terms and conditions. The Client shall be deemed to have accepted any amendment unless it has notified WYKYK of its objections in writing within seven (7) days after WYKYK's written notice of such amendments.

2.7. In the event of any conflict between the Agreement and these general terms and conditions, the provisions of the Agreement shall prevail.

2.8. Insofar as an offer or quotation contains provisions that conflict with the Agreement, the provisions of the Agreement shall prevail.

2.9. Deviations from and additions to these

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general terms and conditions are valid only if expressly agreed in writing by the parties.

Article 3 Formation and content of the Agreement

3.1. All offers and quotations by WYKYK are without obligation and may be revoked by WYKYK at any time, unless expressly stated otherwise in writing by WYKYK. The Client warrants the accuracy, completeness and reliability of all information it provides to WYKYK and on which WYKYK's offer or quotation is based.

3.2. The Agreement between the Client and WYKYK is concluded once the Client has accepted the offer or order confirmation issued by WYKYK, whether by signing and returning it, by digital confirmation, or by any other unambiguous acceptance by electronic means, including confirmation by e-mail.

3.3. If, after conclusion of the Agreement, it appears that changes or additions are necessary for its performance, the parties shall timely amend the Agreement by mutual consultation.

Article 4 Performance of the Agreement

4.1. WYKYK shall use its best efforts and professional skill to perform the agreed service with due care and in accordance with the written arrangements and procedures. All obligations of WYKYK towards the Client shall at all times be construed as obligations of best efforts, not of result. WYKYK does not guarantee the achievement of any particular outcome or result.

4.2. WYKYK is entitled to have the work performed, in whole or in part, by third parties.

4.3. The Client shall provide all necessary co-operation to ensure proper and timely performance of the Agreement. The Client guarantees the accuracy, completeness and reliability of all information, data and documentation provided by or on behalf of the Client. WYKYK shall inform the Client of any information it deems necessary for this purpose.

4.4. If WYKYK is unable to commence or continue performance of the Agreement due to any act or omission of the Client, any resulting delays, additional costs and/or extra hours shall be borne by the Client.

4.5. Unless expressly agreed otherwise, all (delivery) periods stated by WYKYK, whether interim or final, shall be deemed target periods only and shall never be considered strict deadlines.

Article 5 Additional Work

5.1. If, during the performance of the Agreement, it appears that adjustments or extensions to the agreed work are necessary, the Parties shall consult with each other in a timely manner. Such changes shall only be implemented after prior approval from the Client.

5.2. Additional work shall be carried out at WYKYK's applicable rates at that time, unless agreed otherwise in writing. If a fixed price was agreed for the original assignment, WYKYK shall inform the Client in advance of the financial consequences of the proposed additional work.

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5.3. WYKYK is under no obligation to accept requests for additional work.

5.4. WYKYK is not required to follow instructions (including additional or deviating specifications) from the Client that differ from the content or scope of the original Agreement. Should such instructions nevertheless be implemented, they shall be deemed additional work and invoiced separately.

5.5. The Client acknowledges that additional work may affect the agreed planning, delivery deadlines and obligations.

Article 6 Complaints

6.1. The Client shall promptly inspect the work performed and the deliverables provided by WYKYK for accuracy and completeness, and shall notify WYKYK in writing, as detailed as possible, of any complaints as soon as possible, but no later than one (1) week after completion or delivery. After this period, any rights of the Client in this respect — including but not limited to the right to performance or damages for breach of contract — shall lapse, unless the Client can demonstrate that the defect could not reasonably have been discovered earlier.

6.2. Retaining or paying invoices without protest shall likewise be deemed acceptance by the Client of the accuracy and completeness of the work performed and the invoiced amount, thereby extinguishing any rights the Client might otherwise have had, including (but not limited to) the right to performance or damages for non-performance.

6.3. If the Client has submitted a complaint in

time as set out in Article 6.1, WYKYK and the Client shall consult with each other as soon as reasonably possible. Complaints do not suspend the Client's payment obligations.

6.4. If a complaint relates to ongoing work, it shall in no event oblige WYKYK to perform any work other than that which was originally agreed.

Article 7 Price and Payment

7.1. All prices applied by WYKYK are exclusive of VAT, other governmental levies and expenses such as travel, registration and other costs incurred in connection with the performance of the Agreement. All prices are expressed in euros, unless otherwise stated in writing.

7.2. Unless the parties have expressly agreed otherwise or a fixed price in writing, the Client shall owe WYKYK a fee calculated on the basis of the actual time spent multiplied by the applicable rate. WYKYK's time records constitute conclusive evidence of the time spent and invoiced by WYKYK; the Client shall not be entitled to provide contrary evidence. The Client cannot derive any rights from preliminary estimates or budgets.

7.3. WYKYK is entitled to reasonably increase prices and rates if, after conclusion of the Agreement but before full performance of the service, there is a price increase of at least 5% in cost-determining factors (such as insurance premiums, taxes, levies and/or exchange rate fluctuations of the euro against foreign currencies).

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7.4. If payment by direct debit has been agreed, the Client hereby authorises WYKYK to automatically collect the amounts due throughout the term of the Agreement. The Client may not revoke this authorisation during the term. If a collection attempt by WYKYK fails, WYKYK shall be entitled to charge reasonable administrative costs and may make a subsequent collection attempt.

7.5. Invoices must be paid within fourteen (14) days from the invoice date, without deduction, set-off or suspension. This period shall be deemed a strict deadline.

7.6. Upon expiry of the payment term, the Client shall owe WYKYK, on the principal amount due including VAT:

- (i) interest at a rate of 1.5% per month, with part of a month counting as a full month;
- (ii) compensation for extrajudicial collection costs, amounting to at least 15% of the principal amount including VAT, with a minimum of EUR 500.00; and
- (iii) reimbursement of the actual judicial costs incurred, including all costs charged by advisers, lawyers and external experts.

This is without prejudice to any other statutory and contractual rights of WYKYK.

7.7. The invoiced price shall become immediately due and payable if the Client applies for or is declared bankrupt, applies for or is granted (provisional) suspension of payments, becomes subject to the Dutch Debt Restructuring Act for Natural Persons, if attachment is levied on all or part of the Client's assets, if the

Client dies, is dissolved, placed under guardianship or administration, or if after conclusion of the Agreement WYKYK becomes aware of circumstances giving it reasonable grounds to fear that the Client will not fulfil its obligations.

7.8. WYKYK may at any time require the Client to provide adequate security for the performance of its (payment) obligations. WYKYK may suspend its obligations under the Agreement until such security has been provided or payment has been made.

Article 8 Term and Termination

8.1. If the Client and WYKYK have entered into a fixed-term Agreement, it shall be deemed concluded for an initial period of one (1) year, unless expressly agreed otherwise. Upon expiry of the initial term, the Agreement shall automatically renew for successive periods of the same duration, unless either party terminates it in writing with a notice period of at least one (1) month prior to the end of the current term.

8.2. Interim termination by the Client during the current term is not permitted, unless expressly agreed otherwise. In the absence of a specific term, the Agreement shall be deemed concluded for an initial period of one (1) year.

8.3. If, by its nature and content, the Agreement does not have a fixed end date and is concluded for an indefinite period, either party may terminate it in writing with due observance of a reasonable notice period. In the absence of an agreed notice period, a period of one (1) month shall apply.

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Article 9 Dissolution of the Agreement

9.1. Each party shall be entitled to dissolve the Agreement in whole or in part if the other party fails imputably to perform any material obligation under the Agreement. Dissolution shall only be possible after the defaulting party has been given written notice of default specifying the breach as precisely as possible and granting a reasonable period to remedy it, unless otherwise provided in these terms.

9.2. Without prejudice to the foregoing, WYKYK may terminate the Agreement with immediate effect, without notice of default being required, by written notice to the Client if:

- the Client fails to comply with one or more provisions of the Agreement or these general terms and conditions;
 - the Client applies for or is declared bankrupt;
 - the Client applies for or is granted suspension of payments;
 - all or part of the Client's assets are seized;
 - the Client is dissolved;
 - the Client is placed under guardianship or administration; or
 - WYKYK becomes aware, after conclusion of the Agreement, of circumstances giving rise to well-founded concern that the Client will not fulfil its obligations;
- all without prejudice to WYKYK's right to claim damages from the Client.

9.3. In the event of dissolution, all services already performed and the corresponding payment obligations shall become immediately due and payable, unless the breach is not sufficiently serious to justify termination. In such

case, the Client shall not be entitled to any refund or reversal of performance.

Article 10 Information Security and Service Level Agreement (SLA)

10.1. If, under the Agreement, WYKYK is obliged to implement security measures, it shall use reasonable endeavors to adopt appropriate technical and organizational measures in line with industry standards or as set out in writing between the parties.

10.2. WYKYK does not warrant that such security will be effective under all circumstances.

10.3. Any identification means, certificates or access codes provided by or on behalf of WYKYK are personal and confidential. The Client is responsible for their careful management, internal use only and timely revocation.

10.4. Where security or its testing concerns software or infrastructure of the Client or third parties, the Client itself shall ensure proper licensing, configuration and access.

10.5. WYKYK may modify security measures where necessary due to technical or legal developments.

10.6. If WYKYK obtains access to the Client's systems, the Client must strictly comply with any security limitations or instructions.

10.7. Any service-level commitments (SLAs) shall be valid only if expressly agreed in writing.

10.8. The Client shall inform WYKYK in a timely manner of any circumstances that may affect the agreed service levels or availability.

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10.9. Where an SLA has been agreed, availability shall be measured excluding scheduled maintenance and events outside WYKYK's control. Availability figures measured by WYKYK shall constitute conclusive evidence, subject to proof to the contrary by the Client.

10.10. WYKYK shall not be liable for any damage or loss of any kind arising from or connected with:

- loss, mix-up or corruption of data or other information;
- third-party intrusions into websites, email accounts or applications supplied by WYKYK, regardless of whether due to insufficient security;
- performance of penetration tests, vulnerability scans or other security analyses;
- maintenance on servers or other IT infrastructure within WYKYK's service scope;
- temporary unavailability of services or systems;
- improper use or incorrect application of software or applications by the Client;
- failure to follow instructions issued by WYKYK regarding its products or services.

This exclusion of liability does not apply in cases of wilful misconduct or gross negligence by WYKYK.

Article 11 Intellectual Property Rights

11.1. All intellectual property rights (including but not limited to copyrights, trademarks, design rights, database rights, patents and trade secrets) in everything provided to or developed for the Client by WYKYK under the Agreement

— including software, source code, applications, websites, designs, models, algorithms, documentation and other materials — shall remain vested in WYKYK or its licensors. The Client may use them only for the agreed purposes and within the scope of the Agreement. Upon termination, such materials shall be returned or destroyed at WYKYK's first request.

11.2. Any intellectual property rights arising during performance of the Agreement shall belong exclusively to WYKYK, unless otherwise agreed in writing. To the extent such rights vest in the Client by law, the Client hereby irrevocably assigns them to WYKYK in advance and shall execute any further acts required to perfect the assignment. The Client waives, to the extent permitted by law, any moral rights remaining with it and undertakes not to assert them in the course of trade.

11.3. Where WYKYK and the Client agree on a transfer of intellectual property rights to the Client, this shall not affect WYKYK's rights in underlying concepts, methods, algorithms and technical elements. The Client acquires no exclusive rights thereto and may not use or exploit them independently unless otherwise agreed in writing. WYKYK may freely reuse such elements for other projects.

11.4. Any license granted by WYKYK is non-exclusive, non-transferable and non-sublicensable, limited to the agreed purposes and subject to the terms of the Agreement and these general conditions.

11.5. Unless otherwise agreed in writing, a license is limited to the term of the Agreement

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or for so long as the Client purchases WYKYK products. WYKYK may terminate a license with immediate effect without any liability for compensation.

11.6. The Client may use licensed software only via WYKYK-provided access credentials and on designated systems; it may not copy, disclose, modify, reverse-engineer or circumvent security measures. Upon termination, the Client shall remove any reference to WYKYK and indemnify WYKYK against third-party claims arising from materials supplied by the Client.

Article 12 Confidentiality and Personal Data

12.1. Both the Client and WYKYK undertake to maintain the confidentiality of all information of a confidential nature received or obtained in connection with the Agreement. Confidential information includes, in any event, all information reasonably understood to be confidential, whether technical, commercial, financial or of another sensitive nature.

12.2. Confidential information may be used solely for the performance of the Agreement and shall not be disclosed to any third party without the prior written consent of the other party, except where required by law or court order. In such case the receiving party shall, where lawfully permitted, notify the other party in advance.

12.3. Software, systems or other materials made available by WYKYK may contain trade secrets or confidential information of WYKYK; the Client acknowledges this and shall protect

such information so as to prevent unauthorised access, disclosure or alteration.

12.4. If WYKYK processes personal data on behalf of the Client, it shall do so in accordance with applicable data-protection laws. The Client is responsible for providing lawful instructions and warrants that it is authorised to instruct WYKYK accordingly.

12.5. The Client shall indemnify WYKYK against any claims from third parties — including data subjects or supervisory authorities — arising from unlawful processing resulting from acts or omissions of the Client or its instructions.

12.6. If a competent authority requests disclosure of the Client's data, WYKYK shall comply with its legal obligations. All related costs may be charged to the Client.

Article 13 Penalty

13.1. In the event of any breach by the Client of Articles 11 or 12, the Client shall, without any prior notice of default being required, owe WYKYK a penalty of EUR 10,000.00 per violation, without prejudice to WYKYK's right to claim full compensation for damages, interest and costs in addition thereto. Any penalty paid or payable shall not be set off against any such damages, interest or costs. The parties expressly deviate from the provisions of Article 6:92(2) of the Dutch Civil Code in this regard.

Article 14 Force Majeure

14.1. For the purposes of Article 6:75 of the Dutch Civil Code, WYKYK shall be deemed to

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be in a situation of force majeure if it is prevented from performing its obligations under the Agreement, or from preparing such performance, due to circumstances reasonably beyond its control. Force majeure shall in any event include:

- (i) delays or non-delivery by suppliers to WYKYK;
- (ii) defects in goods, equipment, software or materials provided by third parties used by WYKYK;
- (iii) government measures or restrictions;
- (iv) electricity and/or internet outages;
- (v) emergencies such as (civil) war, riots, uprisings, or natural disasters;
- (vi) occupation of workplaces or strikes;
- (vii) general transport disruptions;
- (viii) outbreaks of disease or pandemics;
- (ix) unavailability of WYKYK personnel;
- (x) failures in telecommunication infrastructure;
- (xi) hacking, computer viruses, ransomware or DDOS attacks.

14.2. WYKYK shall not be obliged to perform any obligation during the period that it is prevented from doing so by force majeure. Any agreed delivery term shall be extended by the duration of such event.

14.3. If the period of force majeure exceeds three (3) months or is reasonably expected to last longer than three (3) months, either party may terminate the Agreement in respect of the part not yet performed, without either party being liable for damages of any kind as a result thereof.

Article 15 Liability and Indemnification

15.1. Except in cases of wilful misconduct or gross negligence, WYKYK shall not be liable for any direct or indirect damages whatsoever, including consequential loss, business interruption, loss of profit, missed savings, loss of goodwill or damage resulting from business stagnation.

15.2. If the aforementioned exclusion of liability does not hold, WYKYK's total liability shall in all cases be limited to the invoice amount (excluding VAT) relating to the specific performance from which the liability arises or is directly connected.

In the case of a continuing performance agreement exceeding one (1) year, WYKYK's liability shall be limited to the total amount of fees (excluding VAT) payable in one (1) year.

Under no circumstances shall WYKYK's total liability for direct damages per event (or series of related events) exceed EUR 100,000, unless WYKYK's insurance provides a higher payout, in which case that higher amount shall apply, plus any applicable deductible.

15.4. The limitations and exclusions of liability contained in this Article shall be without prejudice to other limitations and exclusions set forth in these general terms and conditions. Such provisions shall apply concurrently and cumulatively, unless expressly agreed otherwise.

Article 16 Employee Non-Solicitation

16.1. The Client is prohibited, during the term of the Agreement and for a period of one (1)

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year after its termination, from employing or otherwise engaging any employee of WYKYK or its affiliated companies, unless WYKYK has granted its prior written consent. WYKYK may attach conditions to such consent.

16.2. In the event of a breach of Article 16.1, the Client shall, without any prior notice of default being required, owe WYKYK a penalty of EUR 50,000.00, without prejudice to WYKYK's right to claim full compensation for damages, interest and costs. Any penalty paid or payable shall not be deducted from such damages, interest or costs. The parties expressly deviate from Article 6:92(2) of the Dutch Civil Code in this respect.

Article 17 Assignment of Rights and Severability

17.1. The Client may not assign or transfer any claims against WYKYK, on any grounds whatsoever, to a third party. Such claims are explicitly non-transferable and this clause has property-law effect within the meaning of Article 3:83(2) of the Dutch Civil Code.

17.2. The Client is not permitted to assign or transfer any obligation under the Agreement and/or these general terms and conditions to a third party without WYKYK's prior written consent.

17.3. Should any provision of these general terms and conditions be null or voidable, this shall not affect the validity of the terms as a whole or any other provision thereof. In the event that a provision is null or voided, WYKYK shall replace it with a valid provision that most

closely reflects the intent of the invalid or voided provision.

Article 18 Expiry of Rights, Governing Law and Jurisdiction

18.1. Unless otherwise stipulated in these general terms and conditions, any claims of the Client against WYKYK shall in any event expire one (1) year after the date on which the cause of action arose, unless the claim has been brought before the competent court within that period.

18.2. All legal relationships between WYKYK and the Client shall be governed exclusively by the laws of the Netherlands.

18.3. Any disputes arising from or in connection with the relationships governed by these general terms and conditions shall be submitted exclusively to the competent court of Gelderland District Court, location Zutphen, the Netherlands.

CHAPTER 2 SOFTWARE-AS-A-SERVICE SERVICES

The provisions of this chapter apply, in addition to the other clauses of these general terms and conditions, where WYKYK provides Software-as-a-Service ("SaaS") services to the Client.

Article 19 SaaS Services

19.1. WYKYK shall make the agreed SaaS service available to the Client. The Client may use the SaaS service solely for its own internal purposes and may not share or make it available to any third party unless expressly agreed

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in writing.

19.2. WYKYK may, at its sole discretion, modify, improve or change the content, functionality or technical operation of the SaaS service, for example due to updates, maintenance or legal developments. WYKYK will use reasonable efforts to announce such changes in advance where they materially affect the Client's use. Any costs resulting from required adjustments to the Client's systems or processes shall be borne by the Client.

19.3. For a period of up to three (3) months after delivery, WYKYK shall use reasonable efforts to remedy defects attributable to it, provided they are reported in writing and in time. WYKYK does not warrant flawless operation in combination with third-party hardware, software or browsers. After expiry of this period, remediation will only take place for an additional fee.

19.4. WYKYK may temporarily suspend the SaaS service, in whole or in part, where necessary for scheduled maintenance or security measures.

19.5. No physical media or software are supplied; the right of use extends solely to online access via the designated infrastructure.

19.6. WYKYK shall take reasonable security measures to prevent unauthorised access or data loss, but the Client remains responsible for additional safeguards such as back-ups.

19.7. WYKYK shall not be liable for any loss arising from temporary unavailability or reduced functionality of the SaaS service, except

in cases of wilful misconduct or gross negligence.

Article 20 Development of Software and Websites

20.1. WYKYK shall provide the agreed Software to the Client under a license for the term of the Agreement. The licensing provisions of Article 11 apply mutatis mutandis.

20.2. Where WYKYK develops Software for the Client, such work shall be performed according to the written functional and technical specifications, allowing WYKYK reasonable creative and technical discretion unless otherwise agreed.

20.3. Changes to the original specifications require written mutual consent; WYKYK may charge additional fees.

20.4. If the parties operate in phases (e.g. agile or scrum sprints), the Client must provide timely feedback; failure to do so constitutes deemed acceptance.

20.5. Delivery shall take place within a reasonable period or on the agreed date via a digital environment designated for that purpose.

20.6. If an acceptance procedure is agreed, the Client shall test the Software within fourteen (14) days of delivery and approve or reject it in writing. Absent timely rejection, or upon earlier operational use, the Software shall be deemed accepted.

20.7. Rejection is permitted only for material deviations preventing practical use; minor defects do not justify refusal. WYKYK shall use

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reasonable efforts to correct validated deficiencies.

20.8. If no acceptance procedure is agreed, the Software shall be deemed accepted “as is” upon delivery.

20.9. Upon acceptance, the Client obtains a non-exclusive, non-transferable internal-use license.

20.10–20.12 (as in source): three-month limited warranty for defects; no liability for data loss; maintenance or updates after expiry only under separate agreement; and domain-name registrations handled as intermediary services without liability for refusal or delays by registrars.

Article 21 Maintenance

21.1. Where agreed, WYKYK shall provide maintenance services consisting of defect correction and, where applicable, provision of improved or new versions.

21.2. The Client shall report reproducible errors in writing and with sufficient detail. WYKYK will use reasonable efforts to correct reported errors or supply a workaround.

21.3. WYKYK is not responsible for defects in outdated versions if an improved version has been made available and the Client failed to implement it.

21.4. The Client shall provide reasonable cooperation, including system access, network facilities and test data. Back-ups and data security remain the Client’s responsibility.

21.5–21.8 (samenvattend): Structural or major modifications or hardware adjustments are

only required if separately agreed; WYKYK decides the timing and rollout of new versions; after three months older versions are no longer supported; new functionality may entail additional fees and WYKYK is not obliged to retain existing features.

Article 22 Support Services

22.1. Where agreed in writing, WYKYK shall provide user or administrator support via the agreed channels (email, telephone, or online ticket system) and during WYKYK’s regular business hours, unless otherwise stipulated. Service scope and levels shall be specified in the Agreement or a separate SLA.

22.2. The Client shall appoint qualified personnel as contact points and submit complete, concrete and reproducible requests. WYKYK may classify requests by urgency and priority at its discretion; response times depend on such classification unless expressly agreed otherwise.

22.3. If specific service levels (e.g. guaranteed availability or maximum response times) are agreed, these apply only under the conditions set out in the Agreement or SLA. Support outside normal working hours (evenings, weekends or holidays) is excluded and may be charged separately unless otherwise agreed in writing.

CHAPTER 3 CONSULTANCY AND ADVISORY SERVICES

The provisions of this chapter apply, in addition to the other provisions of these general terms

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and conditions, where WYKYK provides professional support to the Client in the form of advisory or consultancy services.

Article 23 Advisory and Consultancy Services

23.1. WYKYK shall perform advisory and consultancy services independently, exercising its professional judgment without supervision or direction from the Client. All such services constitute obligations of best efforts and WYKYK does not guarantee any specific result.

23.2. The quality of the services depends partly on the timely, accurate and complete information provided by the Client. The Client shall ensure that WYKYK has access to all relevant data, systems and contact persons required for proper performance of the work.

23.3. The Client is solely responsible for any decisions or actions taken based on WYKYK's advice or reports. Use of such advice is entirely at the Client's own risk and expense. The burden of proof that the advice fails to meet the standard reasonably expected from a professional contractor rests with the Client.

23.4. Advice, reports and other deliverables prepared by WYKYK are intended solely for the Client's internal use. Disclosure or distribution to third parties is only permitted with WYKYK's prior written consent. Reports are non-binding unless expressly agreed otherwise in writing.

23.5. WYKYK shall periodically inform the Client of progress in the manner agreed. The Client shall inform WYKYK in due time of relevant

circumstances, including reporting preferences, priorities, employee availability and other factors that may affect performance. The Client shall ensure internal coordination of such information.

CHAPTER 4 SECONDMENT SERVICES

The provisions of this chapter apply, in addition to the other provisions of these general terms and conditions, where WYKYK assigns one or more of its employees to perform work under the supervision and responsibility of the Client for an agreed period.

Article 24 Secondment and Performance of Work

24.1. Where agreed, WYKYK shall make one or more employees available to the Client to perform the agreed work under the Client's supervision and direction. WYKYK shall not be liable for the quality or outcome of work performed by the seconded employee under the Client's supervision.

24.2. During the secondment, the employee shall fall under the Client's functional authority. The Client is responsible for providing a safe working environment, compliance with applicable occupational health and safety legislation, and adherence to all relevant instructions.

24.3. WYKYK may, where necessary or desirable, temporarily or permanently replace an employee, provided that the replacement possesses comparable qualifications. In the event of long-term illness or unforeseen circumstances, WYKYK shall use reasonable efforts

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to provide a substitute as soon as practicable.

24.4. Unless otherwise agreed in writing, secondment shall be for an indefinite period with a mutual notice period of one (1) calendar month.

24.5. The agreed rates apply to the deployment of seconded employees. Overtime or work outside normal business hours shall be charged separately at WYKYK's standard rate.

24.6. The Client shall indemnify WYKYK against all claims arising from damage caused by the seconded employee while under the Client's functional authority. The Client shall maintain adequate insurance and liability coverage within its organization.

24.7. WYKYK shall ensure the timely and correct payment of wage tax, social security contributions and other statutory withholdings in respect of the assigned employees.

24.8. WYKYK shall indemnify the Client against claims by the Dutch Tax Authorities or other competent bodies relating to payroll taxes or social security, insofar as such claims concern WYKYK's obligations as the formal employer. This indemnity applies only if the Client promptly notifies WYKYK in writing of the claim and allows WYKYK to conduct the defense, with the Client's reasonable cooperation.

WYKYK B.V.

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