GENERAL TERMS AND CONDITIONS OF H3 COMPANY B.V.

H3 Company B.V.
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1 Definitions

In these terms, the following words, when written with a capital letter, have the following meanings:

1.1 H3: H3 Company B.V., having its registered office in Amsterdam, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 97964468.

1.2 Client: the organisation that enters into an Agreement with H3.

1.3 Proposal: the written proposal of H3 setting out: the approach, the Results, the Decision Points, the Fee, the time of invoicing and the period of validity.

1.4 Engagement Confirmation: the Client's acceptance of the Proposal, signed or confirmed by email (see Article 3.3). Deviations from the Proposal form part of it only if both Parties have expressly accepted them In Writing.

1.5 Agreement: the Proposal and the Engagement Confirmation together, with these terms and, if H3 processes personal data on behalf of the Client, the Data Processing Agreement.

1.6 Assignment: the work that H3 performs under the Agreement.

1.7 Decision Point: the moment stated in the Proposal at which the Parties review progress and decide on a next phase. Delivery, acceptance and continuation are governed by Article 5.

1.8 Results: what H3 creates and delivers specifically for the Client within the Assignment, such as the assessment results presented back to the Client, a report, a programme design, a presentation, a document, a configuration, a script or a prompt.

1.9 H3 Instruments (background IP): materials H3 owned before the Assignment or develops independently of the Assignment and uses in more than one assignment, such as methods, frameworks, models, questionnaires (including the Coherence Compass), the toolbox of interventions, templates, training materials, scripts, prompts, agents and other software of H3. Generic components that H3 develops during the Assignment and that contain no confidential information of the Client are also H3 Instruments, if the Proposal so provides or the Parties so agree In Writing.

1.10 personal data, process, controller, processor, sub-processor, personal data breach: as defined in the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679). These terms are written without a capital letter.

1.11 Data Processing Agreement: the agreement between H3 as processor and the Client as controller, referred to in Article 28 GDPR.

1.12 AI Tools: software that works with a language model or other AI model, such as Claude by Anthropic.

1.13 In Writing: on paper or by email.

1.14 Fee: the agreed remuneration for the phases commissioned, including approved additional work, excluding VAT and excluding separately agreed costs.

1.15 Parties: H3 and the Client together.

2 Applicability and order of precedence

2.1 These terms apply to every Proposal of H3 and to every Agreement between H3 and a Client.

2.2 These terms are intended for organisations acting in the course of their profession or business. H3 does not enter into agreements with consumers.

2.3 Deviations from these terms are possible only In Writing and apply only to the Agreement in which they were agreed.

2.4 The Client's purchasing or other terms and conditions do not apply and are expressly excluded, unless H3 has accepted them In Writing in advance. This also applies if a purchase order, invoicing instruction or other document of the Client refers to them. A purchase order does not amend the Agreement merely because H3 receives it.

2.5 If documents conflict, the following order applies:

(a) the Engagement Confirmation;

(b) the Proposal, which takes precedence over these terms only to the extent that it expressly deviates from a specified article;

(c) the Data Processing Agreement, but for everything concerning personal data, the Data Processing Agreement takes precedence over (a) and (b);

(d) these terms.

For liability between the Parties, Article 14 applies, also in relation to the Data Processing Agreement, unless the Parties expressly agree otherwise in the Engagement Confirmation or the Data Processing Agreement.

3 Proposal and formation of the agreement

3.1 A Proposal is valid until the date stated in it. If no date is stated, it is valid for 30 days after the date of the Proposal.

3.2 A Proposal applies only to the Assignment described in it, not automatically to any follow-up.

3.3 The Agreement is formed at the moment H3 receives the Engagement Confirmation: signed, or as approval In Writing from someone authorised to represent the Client. An approval with changes, or an approval given after the Proposal has expired, applies only once H3 accepts it In Writing.

3.4 H3 sends these terms as a PDF no later than with the Proposal, so that the Client can store them. The Proposal states the version date.

4 Performance of the assignment

4.1 H3 performs the Assignment with the care and expertise that may be expected of a good adviser. H3 delivers the Results as the Proposal describes them. For what the Client wants to achieve with them (such as a saving, a change in behaviour or an adoption rate), H3 undertakes to use reasonable efforts (an obligation of means, not of result), unless the Parties agree a measurable guarantee with conditions and consequences In Writing.

4.2 If the Proposal names persons who perform the Assignment, H3 replaces them only in consultation with the Client, or if there is no other option (for example in the event of illness). H3 then provides a replacement with comparable knowledge.

4.3 H3 may engage self-employed professionals (zzp'ers) or other third parties. H3 remains responsible towards the Client for their work. H3 binds them to the same confidentiality as in Article 10 and, where they process personal data, to the same obligations as in the Data Processing Agreement.

4.4 The Client provides H3 in good time with the information, access, people and space that are required, as set out in the Proposal. If these come too late or are incorrect, and this causes delay or extra work, the Parties consult on planning and costs in accordance with Article 6. H3 states in good time what it needs, and warns the Client if, working with due care, it sees that information or assumptions are incorrect.

4.5 H3 Company B.V. is the sole contractor. If the Proposal names a person, that person or their own company does not thereby become a contractor. Articles 7:404 and 7:407(2) of the Dutch Civil Code (BW) do not apply; Article 4.2 governs the deployment and replacement of persons.

4.6 If H3 builds software, an AI agent or another application, the Proposal records: the intended use, the functional and security requirements, the acceptance criteria, the test environment, the external services it depends on, what H3 delivers (such as source code, configuration, documentation and access), who provides and pays for hosting, accounts, back-ups, monitoring and maintenance, and when it may go into production. A prototype is used only in the agreed test environment. If an application can perform actions itself, the Proposal also records which actions, with which rights, with which human approval and with which logging. Maintenance and availability apply only to the extent agreed. Errors by H3 that are reported within the period of Article 5.2 are corrected by H3 at no extra cost; no maintenance arrangement is required for this. If the Client uses a prototype outside the agreed test environment, Article 14.4 applies.

5 Decision Points, delivery and acceptance

5.1 The Proposal specifies a Decision Point for each phase. At the Decision Point, H3 delivers the Results of that phase.

5.2 A Result is deemed accepted if the Client accepts it In Writing, or if the Client does not, within ten working days after complete delivery, state In Writing and with reasons which Result does not meet what the Proposal describes. H3 corrects this within a reasonable period, at no extra cost; for what has been corrected, a new period of ten working days applies. Minor deviations that do not materially affect usability are no reason to withhold acceptance, but H3 does correct them. Acceptance is without prejudice to rights in respect of defects that could not have been discovered on a reasonable inspection, and to Article 13.5.

5.3 At a Decision Point, the Client may stop the Assignment, without giving reasons and without owing damages. H3 may stop the Assignment at a Decision Point only if the Client does not cooperate sufficiently (Article 4.4) or if there is another serious reason to do so. In both cases, the Client pays the part of the Fee stated in the Proposal for that Decision Point, plus costs approved in advance that have already been incurred. The party that stops gives timely notice; H3 cooperates in an orderly handover. This does not affect liability for any earlier failure in performance.

5.4 If the Client stops before a Decision Point, the Client pays the part of the Fee stated in the Proposal for that phase, pro rata to the work already done, plus costs approved in advance that have already been incurred or that H3 can no longer avoid, unless the Proposal states otherwise. Amounts paid earlier are set off. Nothing is owed for phases that have not started.

5.5 The Client may keep and use what has been delivered up to the moment of stopping, in accordance with Article 13, once the part of the Fee owed for it has been paid.

5.6 A next phase starts only after the Client's approval In Writing of that phase and the Fee for it. Acceptance of an earlier phase or the absence of an objection is not approval. The continuation counts as a new phase of the same Agreement if the Proposal says so, and otherwise as a new Agreement based on a new Proposal.

5.7 If the Client cancels a training or working session, the settlement under Article 5.4 applies, unless the Proposal contains its own cancellation arrangement. If the Client wishes to reschedule a training or working session, the Parties look for a new date based on availability; the Client pays any extra costs arising from this if they were agreed In Writing in advance. By default, H3 records and transcribes (with AI

support) client conversations and working sessions, so that what is agreed is recorded accurately. Any participant may object before, during or after the session; H3 will not record, or will stop recording, and will delete the recording and the transcript from its active systems within ten working days; copies in backups and version history are no longer used and disappear in accordance with their retention period. Further distribution of a session, a recording of it or training material is permitted only if the Parties have agreed this In Writing in advance; that agreement also governs the rights and the protection of the participants.

6 Changes and additional work

6.1 If the Parties wish to change the Assignment, the planning or the assumptions, H3 records In Writing the consequences for the Fee and the planning.

6.2 H3 starts changed or additional work only after the Client has approved it In Writing. Correcting an error by H3 is not additional work.

7 Prices and costs

7.1 All amounts are in euros and exclusive of VAT.

7.2 The Fee in the Proposal is a fixed price for the Assignment described, unless the Proposal expressly states an indicative price or another model.

7.3 Travel, accommodation and other costs are charged on only if the Proposal says so or the Client has approved them In Writing in advance, at actual cost and with supporting documents.

7.4 If an Agreement runs for longer than one year, H3 may adjust the Fee for future work for the first time after twelve months, and thereafter each time after twelve months, by the percentage change in the consumer price index of Statistics Netherlands (CBS) (all households) over the most recent twelve months for which figures are available, with at least 30 days' notice In Writing. This applies to rates and periodic fees, not to phase prices agreed as fixed.

8 Invoicing and payment

8.1 H3 invoices at the moment or moments stated in the Proposal. If nothing is stated, H3 invoices the part performed monthly in arrears if the Assignment lasts longer

than one month, and otherwise on delivery of the phase.

8.2 The Client pays within 30 days of the invoice date.

8.3 If the Client does not pay on time, the Client is in default without any notice of default being required and owes the statutory commercial interest from that moment (Article 6:119a of the Dutch Civil Code (BW)). Before H3 hands the claim over for collection, H3 sends a reminder In Writing with a period of 14 days. After that, the extrajudicial collection costs are also for the Client's account, calculated in accordance with the Dutch Extrajudicial Collection Costs (Compensation) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), with a minimum of € 40 (Article 6:96(4) of the Dutch Civil Code (BW)).

8.4 If an invoice is still unpaid after the reminder period, H3 may suspend the work until payment has been made. H3 gives notice of this In Writing in advance and limits the suspension to what is reasonable. Confidentiality, security and the obligations relating to personal data continue to apply.

8.5 An objection to an invoice does not suspend the payment obligation for the part not objected to.

9 Term, suspension and termination

9.1 The Agreement ends when the Assignment has been completed, or earlier by stopping at a Decision Point (Article 5.3), termination by notice (Articles 5.4 and 9.2) or rescission.

9.2 If the Agreement has been entered into for an indefinite period and no arrangement per phase applies, either party may terminate it In Writing with a notice period of 30 days. The Client pays for the work done up to the end and the costs that H3 can no longer avoid.

9.3 Either party may rescind the Agreement if the other party fails to perform a material obligation and does not remedy this within a reasonable period given In Writing. No remedy period is required if performance is permanently impossible.

9.4 Either party may terminate the Agreement with immediate effect if the other party is declared bankrupt, applies for a suspension of payments (surseance van betaling) or

ceases its business.

9.5 On any termination of the Agreement, the Parties settle accounts: advance payments are set off and H3 delivers work that has been paid for, even if it is not yet finished. For personal data, the Data Processing Agreement applies (deletion or return); a payment dispute does not stand in the way of that obligation.

10 Confidentiality

10.1 Each party keeps confidential information of the other party secret and uses it only for the Assignment. Information is confidential if it is marked as such or if the recipient can reasonably understand that it is confidential, such as business data, strategy, figures, answers to questionnaires and what is discussed in working sessions.

10.2 This does not apply to information that is already public through no fault of the recipient, that the recipient already lawfully had, that the recipient developed itself without using the confidential information, or that the recipient must disclose under the law or a court decision (in which case the recipient notifies the other party in advance, if permitted).

10.3 H3 imposes the same confidentiality In Writing on everyone who works on the Assignment on behalf of H3, including self-employed professionals (zzp'ers).

10.4 Confidentiality continues to apply until three years after the end of the Agreement. For trade secrets and access credentials (such as passwords and keys), it continues to apply for as long as the information retains that character. For personal data, the Data Processing Agreement applies.

10.5 At the end of the Agreement, each party, on request, returns or destroys the confidential information of the other party, except what it is required by law to retain. A party may share confidential information with its advisers and insurers if they are bound by confidentiality.

11 Personal data

11.1 If H3 processes personal data on behalf of the Client in the course of the Assignment (for example employees' answers to a questionnaire), H3 is the processor and the Client the controller. The Parties enter into a Data Processing

Agreement for this before H3 processes that personal data. As long as the Client has not accepted the Data Processing Agreement In Writing, by signature or by email, H3 does not receive that personal data. H3 does not use that personal data for its own marketing, benchmarks or the training of models.

11.2 For its own relationship management, quotations, invoices and statutory records, H3 is the controller and the privacy statement at h3.company/privacy applies. The names and email addresses that H3 needs to send out a questionnaire fall under the Data Processing Agreement.

11.3 The Client ensures that it may lawfully provide personal data to H3, and informs its own employees whose data H3 processes about that processing.

11.4 The Client does not provide H3 with special categories of personal data (such as health) or criminal-offence data, unless the Parties have established the statutory conditions and additional safeguards In Writing in advance and this is set out in the Data Processing Agreement.

11.5 For an assessment among employees, the Parties record in advance what it will be used for, which data will be collected, who sees the individual answers and at what level reporting takes place. Use for decisions about individual employees falls outside the Assignment, unless the Parties have assessed this separately and agreed it In Writing. H3 notifies the Client in advance if a report may be traceable to individuals and takes the agreed measures.

12 Use of AI Tools

12.1 H3 uses AI Tools in preparation, analysis and checking its own work. Which AI Tools process personal data of the Client is set out in the Data Processing Agreement (list of sub-processors).

12.2 H3 processes confidential information and data of the Client only in business versions of AI Tools, for which H3 has an agreement with the provider that excludes training on this data and contains arrangements on retention and transfer. Personal data that H3 processes as processor for the Client go only to the AI Tools listed in the Data Processing Agreement.

12.3 H3 does not use data and confidential information of the Client to train or improve its own AI models or those of others.

12.4 An expert working under H3's responsibility reviews what an AI Tool produces before it is delivered to the Client in a Result. At H3, AI Tools do not take decisions about persons.

12.5 The Client decides for itself what it does with the Results. If the Client uses output of AI Tools (from H3 or its own) in its business operations, it first has that output reviewed by a qualified employee. This is without prejudice to H3's responsibility for the agreed quality.

13 Intellectual property

13.1 H3 transfers to the Client the copyrights and other intellectual property rights in Results that H3 creates specifically for the Client, with the exception of H3 Instruments and third-party components. The transfer takes place by a written instrument of transfer (akte), on the condition that the Fee owed for them has been paid. An Engagement Confirmation signed by both Parties counts as that instrument. If the Engagement Confirmation was given by email only, H3 signs a separate instrument of transfer on request after payment. The Results are described in the Engagement Confirmation or in that instrument. What has been delivered and paid for remains the Client's, also if a party stops at a Decision Point.

13.2 H3 Instruments (background IP) remain the property of H3, even when incorporated in a Result. After payment, the Client obtains a non-exclusive, not separately transferable and perpetual right, without additional fee, to use those parts as part of the Results, for the use described in the Proposal, within its own organisation and the companies in its group, including maintenance and modification by itself or by third parties working for it who are bound by confidentiality. The Client may not sell them separately, license them to third parties or offer them as its own product or service. This right survives the end of the Agreement. During the Assignment, the Client may already use delivered Results for that use.

13.3 H3 may continue to use the general knowledge, experience and working methods that arise during the Assignment, provided they contain no confidential information or personal data of the Client and the Client cannot be identified from them.

13.4 Third-party software, models or content in a Result (such as open-source components) are subject to the licence of that third party. Before incorporating them in a Result, H3 states which components restrict the agreed use or entail additional costs or obligations, and uses them only after consent In Writing. On delivery, H3 provides an overview.

13.5 H3 warrants that the Results, as delivered by H3, do not infringe third-party intellectual property rights. If a third party claims that they do, the Client notifies H3 immediately, lets H3 conduct the defence and cooperates. H3 may then modify or replace the Result, or arrange a right of use. If that is not possible, the Client may terminate the affected part and the Parties settle proportionately. This does not apply to parts that the Client supplied or modified itself, nor to an infringement that arises from use outside the agreed use or from combination with something H3 did not supply. For third-party components that H3 chooses itself, H3 ensures an appropriate licence and complies with its terms. Article 14 applies to H3's liability under this article.

13.6 Output of AI Tools is not always protected by an intellectual property right. If no right exists in a Result, H3 does not restrict the agreed use and H3 does not guarantee exclusivity towards third parties.

13.7 H3 uses material supplied by the Client only for the Assignment. The Client ensures that it is permitted to supply the material and that H3 is permitted to use it for that purpose. H3 does not use the material for other clients or to train models. The Parties notify each other immediately of a third-party claim that affects the agreed use. The Client indemnifies H3 against third-party claims arising from material it supplies.

14 Liability

14.1 If H3 is liable, whether under the Agreement, in tort (onrechtmatige daad) or otherwise, H3 is liable only for direct damage. This includes reasonable costs of establishing, mitigating and remedying the damage.

14.2 H3's liability per Agreement, for all loss events together, is limited to the Fee of that Agreement. If an Agreement runs for longer than twelve months, that is the part of the Fee for the work in the twelve months before the first event that caused the damage.

14.3 H3 is not liable for indirect damage, such as consequential damage, loss of profit, lost savings, reputational damage and damage due to business interruption.

14.4 If damage is partly caused by the Client providing incorrect information, or using Results or output of AI Tools without its own review under Article 12.5, or using a prototype outside the agreed test environment, the compensation is reduced to the extent that this contributed to the damage. H3's duty of care and duty to warn continue to apply.

14.5 The limitations in this article do not apply in the event of intent (opzet) or deliberate recklessness (bewuste roekeloosheid) on the part of H3 or its senior management, or to the extent that mandatory law does not permit them.

14.6 For damage caused by a personal data breach or a breach of the Data Processing Agreement, the cap of Article 14.2 applies; that damage falls within that one cap. A higher cap for privacy and confidentiality damage applies only if the Parties agree it for a specific Agreement.

14.7 A claim against H3 lapses if the Client has not notified H3 of it In Writing within 12 months after the Client knew or should have known of the damage.

14.8 H3 also stipulates this article for the benefit of everyone it engages for the Assignment, such as self-employed professionals (zzp'ers) (third-party stipulation, Article 6:253 of the Dutch Civil Code (BW)). One cap applies to H3 and these persons together.

15 Force majeure

15.1 A party is not liable for a failure in performance that results from force majeure (Article 6:75 of the Dutch Civil Code (BW)). An outage at a supplier, such as a provider of AI Tools, cloud or communication services, is force majeure only if its consequences are not attributable to the affected party and could not reasonably have been prevented or mitigated.

15.2 During force majeure, only the obligations whose performance is prevented are suspended. The affected party gives notice of this immediately and limits the consequences. If the force majeure lasts longer than 30 days, either party may

terminate the Agreement In Writing. The work done up to then is paid for and advance payments are set off.

16 Staff and recruitment by the Client

16.1 If, during the Assignment or within twelve months after its end, the Client wishes to employ or directly engage someone who has worked on the Assignment on behalf of H3, the Client notifies H3 of this In Writing in advance. H3 cooperates with this and does not stand in the way of the person concerned in a move that this person chooses.

16.2 The Client then pays H3 a placement fee for the recruitment, training and supervision that H3 has invested in that person. The fee is a percentage of the gross annual salary (including holiday allowance and a fixed thirteenth month, excluding variable remuneration) that the Client pays that person in the first year or, in the case of engagement as a self-employed professional, of the fees over the first twelve months, and depends on how long the person has been working on assignments for or through H3 at the time of the move:

(a) less than one year: 30 per cent;

(b) one to two years: 20 per cent;

(c) two to three years: 15 per cent;

(d) three years or more: 10 per cent.

This also applies if the Client engages that person through that person's own company or through a third party. The Parties may agree otherwise in the Engagement Confirmation.

17 References and publicity

17.1 H3 mentions the name or logo of the Client, or describes the Assignment, only after the Client's consent In Writing for that use. H3 submits a text (such as a case description or quote) for approval in advance.

17.2 The Client may withdraw, In Writing, any consent it has given. H3 then stops new use within a reasonable period and removes the material from its own online channels.

18 Complaints

18.1 The Client reports a complaint about the work In Writing and within a reasonable time after it discovered or should reasonably have discovered the failure in performance, and no later than within two months, with a specific description. Article 5.2 governs the acceptance of delivered Results, Article 14.7 the notification of a damages claim.

18.2 A complaint does not give entitlement to work outside the Agreement and does not suspend payment of the part that the complaint does not concern.

19 Notices

19.1 Notices about the Agreement are sent by email to the contact persons in the Proposal or the Engagement Confirmation. For H3, this also includes hello@h3.company. A notice takes effect upon receipt.

19.2 The Parties communicate changes to contact details In Writing.

19.3 The Proposal states who may agree changes, financial arrangements and termination on behalf of each party. An instruction from another contact person does not count as approval of additional work.

20 Transfer of rights and obligations

20.1 Neither party transfers the Agreement to a third party without the consent In Writing of the other party. That consent is not unreasonably withheld. This article does not restrict the transfer or pledge of monetary claims, nor a transfer under universal title, such as in a legal merger.

21 Amendment of these terms

21.1 H3 may amend these terms. An amendment does not apply to an ongoing Agreement unless the Client agrees to it In Writing. For a new Agreement, the version declared applicable to it and sent with it applies.

22 Invalidity and survival

22.1 If a provision is void or is annulled, the other provisions remain in force. The Parties replace the provision with a valid one that comes as close as possible to its purpose.

22.2 Provisions that by their nature must continue to apply after the end of the Agreement remain in force. These include in any event: confidentiality, personal data, intellectual property, liability, payment, references and governing law, in each case within the duration, scope and withdrawal options of that provision.

23 Governing law, language and competent court

23.1 Dutch law applies to the Agreement and these terms.

23.2 The Parties first try to resolve a dispute together. This does not prevent a party from seeking interim relief or from starting proceedings in time to protect its rights. If resolving the dispute together does not succeed, the dispute is submitted to the District Court of Amsterdam (Rechtbank Amsterdam), except where mandatory rules designate another court.

23.3 These terms have been drawn up in Dutch. There is an English translation (h3.company/general-terms). In the event of a difference between the two, the Dutch text prevails.

H3 Company B.V. • General Terms and Conditions • English translation of version 1.0 of 10 November 2026; the Dutch text prevails • KvK 97964468