

Terms & Conditions OrangeCoat

General terms and conditions for carrying out organizational consultancy and project implementation assignments July 2025. These general terms and conditions have been filed with the Chamber of Commerce.

1. Definitions

For the purposes of these general terms and conditions, the following definitions apply:

- 1.1 Assignment: a contract for services within the meaning of Article 7:400 et seq. of the Dutch Civil Code, whereby one party (the contractor) undertakes to the other party (the client) to carry out consultancy work, project implementation, changes or other consultancy assignments for the benefit of the client's organisation. The contract for services is recorded in writing and contains (among other things) a description of the work to be performed.
- 1.2 Client: the natural or legal person who, as the Contractor's counterparty, has entered into an agreement for the execution of the Assignment (or having it carried out).
- 1.3 Contractor: OrangeCoat B.V., registered in the trade register under number; 94046611, or a company affiliated with OrangeCoat, which as a party has entered into an agreement with the Client for the execution of an Assignment as referred to in 1.1.
- 1.4 Job Performer: the natural or legal person who is charged with the execution of the Assignment on behalf of OrangeCoat.
- 1.5 Parties: the client(s) and OrangeCoat

2. Applicability of these terms and conditions

- 2.1 These terms and conditions apply to every offer and every agreement between the Contractor and the Client, insofar as the parties have not expressly deviated from these terms and conditions in writing. All assignments to the Contractor or the individual consultants will be accepted and carried out exclusively by the Contractor. The applicability of Articles 7:404 of the Dutch Civil Code, 7:407 paragraph 2 of the Dutch Civil Code and 7:409 of the Dutch Civil Code is expressly excluded.
- 2.2 All clauses in these general terms and conditions apply to everyone (auxiliaries/third parties) who works for OrangeCoat in the context of the assignment.
- 2.3 If any clause in these general terms and conditions or in the agreement is null and void, the agreement will remain in force for the rest and the relevant clause will be replaced by a clause that approximates the purport of the original clause as much as possible.

3. Formation of the contract for services

- 3.1 The contract for services is concluded at the moment that the contract for services signed by the parties or the order confirmation and the data and information required on the basis of laws and regulations have been received by the contractor.
- 3.2 The contract for services is the written agreement between the Client and OrangeCoat which, where applicable, contains the following agreements about the content and conditions of performance of the assignment:
 - a description of the content and boundaries of the assignment;
 - the intended purpose of the contract;
 - the choice of contractors to be used by OrangeCoat
 - an indication of the length of time necessary for the performance of the contract,
 - the basis for remuneration and the method of invoicing;

4. Execution of the agreement

- 4.1 OrangeCoat is in for the integrity of his actions, must act in relation to the assignment and the client in a professional manner, must guarantee his professional and relational independence, avoids that interests

other than those of the assignment itself play a role in the assignment itself and undertakes to call the client to account for his conduct if the client does not behave as a good client.

The assignment will be carried out by or on behalf of OrangeCoat to the best of its knowledge and ability, as well as in accordance with the requirements of professionalism.

- 4.2 The obligation as referred to in 5.1 is in the nature of an obligation to perform to the best of its ability, because the achievement of the intended result cannot be guaranteed, unless OrangeCoat and the Client explicitly agree in writing on the result to be achieved prior to accepting the assignment and if it is established between the parties that the description of the result to be achieved can only be interpreted in one way and that the result can be determined objectively (obligation to achieve a result). If the written obligation to achieve a result does not meet the foregoing cumulative requirements, the Client shall not be entitled to invoke OrangeCoat's obligation to achieve a certain result. The same applies if the result is not achieved beyond the influence of OrangeCoat.
- 4.3 After consultation with the client, OrangeCoat can replace one or more contractors. The modification must not reduce the quality of the work to be carried out under the contract or adversely affect the continuity of the contract. A change of contractors can also take place at the request of the client in consultation with OrangeCoat.
- 4.4 The involvement or engagement of third parties in the execution of the assignment by the client or by OrangeCoat takes place exclusively in mutual consultation.
- 4.5 The client accepts that the time schedule and the costs of the assignment may be changed if the parties agree in the meantime to expand or change the approach, working method or scope of the assignment or the resulting activities.
- 4.6 If interim changes to the assignment become necessary due to the actions of the client, OrangeCoat must make the necessary adjustments if the quality of the service so requires. If the Client does not confirm the Agreement within fourteen days after having been reminded in writing to do so, OrangeCoat is entitled to terminate the agreement immediately and without judicial intervention without being obliged to pay any compensation to the Client.
- 4.7 The client is diligent in providing information that is required and unsolicited in order to be able to carry out the assignment properly and efficiently.
- 4.8 The client acts as a reliable partner by fulfilling agreements on time and in full, including the Timely payment of invoices.

5. Duration and closure of the assignment

- 5.1 In addition to the efforts of OrangeCoat, the duration of the Assignment can be influenced by all kinds of factors and the cooperation provided by both the Client and third parties involved in the Assignment. OrangeCoat is therefore unable to indicate in advance exactly how long the lead time for the execution of the order will be. Deadlines within which work must be completed are therefore only strict deadlines if this has been agreed in writing.
- 5.2 In financial terms, the assignment is closed as soon as the final settlement has been approved by the client. The client must inform OrangeCoat of this within a period of thirty days after the date of the final settlement. If the contracting authority does not respond within this period, the final statement shall be deemed to have been approved.

6. Early termination of the assignment

- 6.1 The parties may unilaterally terminate the agreement prematurely if one of them is of the opinion that the performance of the assignment can no longer take place in accordance with the contract for services and any subsequent additional agreements. This must be stated in writing to the other party. OrangeCoat or the Client may make use of the right to terminate prematurely. The notice period in this case is 1 month. OrangeCoat retains the right to payment of the invoices for work performed up to that point and can also send a final settlement for the number of hours per month agreed in the contract for assignment.
- 6.2 In the event that one of the parties becomes bankrupt, applies for a moratorium or ceases business operations, the other party has the right to terminate the assignment without observing a notice period, all while retaining its rights.

7. Fee

- 7.1 If forms of fee calculation are used for the Assignment other than the amount of labor and costs spent on the assignment or a fee in a fixed amount, a clear description of this must be included in the agreement with the client.
- 7.2 With regard to the tariffs and the cost estimates based on them, the agreement explicitly states whether this includes secretarial costs, travel hours, travel and subsistence expenses and other assignment-related costs. Insofar as these costs are not included, they can be calculated separately provided that explicit and written agreements have been made. An interim change in the level of wages and costs that forces OrangeCoat to adjust rates or adjust other costs mentioned above will be passed on. The fee does not include interest costs, unless otherwise stated in the agreement.
- 7.3 OrangeCoat's fee, if necessary increased by advances and invoices from third parties engaged, will be charged to the client monthly after completion of the work, unless the client and OrangeCoat have made other arrangements in this regard. All amounts owed by the client to OrangeCoat will be charged separately for VAT.
- 7.4 If the client wishes to have an audit by a chartered accountant of OrangeCoat's invoice, this will be cooperated. The costs of such an audit shall be borne by the client.

8. Payment terms

- 8.1 Payment by the client must be made within the agreed periods, without deduction, discount or set-off, but in no case later than thirty days after the invoice date. Payment must be made by means of a transfer to a bank account to be designated by OrangeCoat.
- 8.2 If the Client has not paid within thirty days of the invoice date, OrangeCoat is entitled, after it has given the Client at least one reminder to pay, without further notice of default and without prejudice to OrangeCoat's other rights, from the due date onwards, to charge the client interest at a rate of 1.5% per month from the due date until the date of full payment.
- 8.3 All reasonable judicial and extrajudicial (collection) costs incurred by OrangeCoat as a result of the Client's non-compliance with its payment obligations shall be borne by the Client.
- 8.4 If, in the opinion of OrangeCoat, the Client's financial position or payment behaviour gives cause to do so, OrangeCoat is entitled to require the Client to immediately provide (additional) security in a form to be determined by OrangeCoat. If the Client fails to provide the required security, OrangeCoat shall be entitled, without prejudice to its other rights, to immediately suspend the further performance of the Agreement and all that the Client owes to OrangeCoat for whatever reason shall be immediately due and payable.
- 8.5 In the case of a joint assignment, clients are jointly and severally liable for the payment of the invoice amount, insofar as the work has been carried out on behalf of the joint clients, regardless of the name of the invoice.

9. Confidentiality

- 9.1 OrangeCoat will observe due care and confidentiality of all confidential information or competition towards third parties who are not involved in the execution of the assignment¹sensitive information of the client that has come to his knowledge in the context of the assignment, unless OrangeCoat is subject to a legal or professional obligation to disclose, OrangeCoat has to defend itself in court, the client has released OrangeCoat from the duty of confidentiality or the information has been obtained from public sources. OrangeCoat must take all necessary precautions in the context of the assignment to protect the interests of the client.
- 9.2 The Client may not, without OrangeCoat's permission, disclose to third parties the approach, the working method or the content of OrangeCoat's advice or opinions, nor make available or otherwise publish its report or other material, whether written or not, unless the Client is under a legal or professional obligation to disclose.

10. Intellectual property

- 10.1 Models, techniques, instruments, including software and other products of the mind that have been used for the execution of the assignment, are and remain the property of OrangeCoat, insofar as they do not already belong to third parties. Publication, further use or distribution can therefore only take place after obtaining permission from OrangeCoat.

10.2 The Client has the right to reproduce documents for use in its own organisation, insofar as it is appropriate within the purpose of the Assignment. In the event of early termination of the assignment, the foregoing shall apply mutatis mutandis.

11. Attracting or employing mutual staff

- 11.1 During the execution of the assignment or within one year after termination of the assignment, none of the parties may employ or otherwise employ personnel of the other party who is or have been involved in the assignment, or otherwise work for him or another party, except in consultation with the other party.
- 11.2 In the event that a party violates this clause, it will owe an immediately payable penalty to the other party. The amount of the fine will be determined by mutual agreement but will be at least equal to the gross annual salary or the gross annual turnover of the employee or contractor concerned, as it applied at the time of the violation, unless the law prescribes a maximum permissible fine.

12. Complaints

- 12.1 A complaint about work performed or an invoice amount must be made known to OrangeCoat in writing within thirty days after the sending of the documents or information about which the client complains, or, if the client demonstrates that he could not reasonably have discovered the shortcoming earlier within thirty days after discovery of the shortcoming. Exceeding this deadline will result in the forfeiture of all claims.
- 12.2 A complaint does not suspend the Client's payment obligation, unless and insofar as OrangeCoat has informed the Client that it considers the complaint to be well-founded.
- 12.3 In the event of a justified complaint, OrangeCoat has the choice between adjusting the invoice amount, correcting it free of charge or re-performing the work in question.1or the total or partial non-performance of the assignment.

13. Liability

- 13.1 OrangeCoat is liable for the shortcomings in the execution of the assignment, insofar as these are the result of OrangeCoat's failure to observe the care, expertise or professionalism that may be relied upon in the context of the assignment in question.
- 13.2 The liability for damage suffered by OrangeCoat towards clients and third parties is always limited to the amount that is paid out in the relevant case under the professional liability insurance taken out by it. Further information about the content of the policy and conditions will be provided on request.
- 13.3 With due observance of article 13.2, the liability for the damage caused by the shortcomings is limited to the amount of the fee that OrangeCoat has received for its work in the context of the part of the assignment to which the claim relates.
- 13.4 With due observance of Article 13.2, in the case of assignments that have a duration longer than six months, the liability referred to here is further limited to a maximum of the invoice amount for the last six months.
- 13.5 Any claims by the Client in the sense referred to here must be submitted within three months of the discovery of the damage, failing which the Client has forfeited its rights.

14. Force Majeure

In addition to what is understood in the law and jurisprudence in this regard, force majeure is understood in these general terms and conditions to mean all external causes, foreseen or unforeseen, over which the Contractor cannot exert any influence, but because of which the Contractor is unable to fulfil its obligations, including illness.

15. Applicable law

Every agreement between the Client and OrangeCoat is governed by Dutch law.

16. Dispute resolution

The legal relationship between the Contractor and its Client(s) is exclusively governed by Dutch law. All disputes relating to or in connection with that legal relationship will in the first instance be settled exclusively by the competent court in The Hague.