

GENERAL TERMS AND CONDITION

1. Definitions

In these General Terms and Conditions, the following definitions apply:

Cloze: Cloze, located at Van Bossestraat 72H in Amsterdam. **Client:** The legal entity or natural person acting in the course of a profession or business who purchases services from Cloze.

Agreement: The agreement concluded between Cloze and the Client for the provision of sales consultancy services.

Services: All activities to be performed by Cloze on behalf of the Client, including strategic advice, implementation of sales processes, and training of sales teams.

Proposal: A written offer of services by Cloze to the Client.

2. Applicability

2.1 These General Terms and Conditions apply to all offers, quotations, proposals, and agreements between Cloze and the Client.

2.2 Deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing.

2.3 The applicability of the Client's general terms and conditions is expressly rejected.

3. Formation of the Agreement

3.1 An Agreement is formed when a Proposal made by Cloze is accepted in writing by the Client, which also includes confirmation by email or a signed document.

3.2 Changes to the original Agreement are only valid if agreed upon in writing between the parties.

3.3 Under no circumstances shall there be an employment agreement between the Client and Cloze.

3.4 Offers and quotations do not automatically apply to future assignments unless explicitly stated in the offer or quotation.

3.5 An offer or quotation from Cloze has a validity period of 30 days from the date of issue, unless a different term is stated in the offer or quotation. After this period expires, Cloze may withdraw or amend the offer.

4. Performance of the Services

4.1 Cloze will perform the Services to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship, with a focus on optimizing sales processes and achieving consistent revenue growth for the Client. All obligations of Cloze are obligations of effort. Cloze never guarantees a specific result. Cloze accepts no liability whatsoever for the non-realization of the goal intended by the Client.

4.2 Cloze has the right to have certain work performed by third parties, without prior consent from the Client. The applicability of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code is expressly excluded.

4.3 The Client shall ensure that all information and data that Cloze indicates are necessary or that the Client reasonably ought to understand are necessary for the performance of the Agreement, are provided to Cloze in a timely manner. If information and data required for the performance of the Agreement are not provided to Cloze in a timely manner, Cloze reserves the right to suspend the performance of the Agreement and/or to charge the additional costs resulting from the delay at its usual rates.

4.4 If the Client provides Cloze with information carriers, electronic files, or software, the Client guarantees that these information carriers, electronic files, or software are free of viruses and defects.

4.5 Additional work resulting from additions to, changes to, or further information regarding the assignment will be charged to the Client. The fee for additional work will be determined in the same way as the fee for the services existing at the conclusion of the Agreement.

5. Prices, Invoicing, and Payment

5.1 All prices are in euros and exclude VAT and other government levies, unless otherwise stated.

5.2 Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing.

5.3 The Client is obliged to make full payment as set out in the Proposal, regardless of the result of the Services rendered.

5.4 A down payment is always due and must be paid prior to the start of the work. The amount of the down payment will be indicated in the Proposal.

5.5 If the payment term mentioned in paragraph 5 is exceeded, the Client will be in default by operation of law from the day that term expired, without any further notice of default being required from Cloze. In such a case, the Client owes the statutory interest from Article 6:119a of the Dutch Civil Code on the outstanding amount, from the date payment should have been made, whereby a part of a month is counted as a whole month. All extrajudicial and judicial collection costs will be borne by the Client.

5.6 In the event of liquidation, bankruptcy, application of the statutory debt restructuring scheme, attachment, or suspension of payment of the Client, all claims of Cloze against the Client will become immediately due and payable.

5.7 Payments made by the Client will primarily serve to settle all due interest and costs, and only thereafter to settle the oldest outstanding and due invoices, despite any differing designation by the Client. The Client is not authorized to suspend or set off payments due to (alleged) shortcomings of Cloze.

6. Cancellation and Additional Work

6.1 If the Client wholly or partially cancels the Agreement before any work has been

performed, the advance payment is always non-refundable, even if it has not yet been paid, and the Client remains obliged to make the advance payment prior to cancellation.

6.2 If the Client cancels before work has been performed, the Client remains obliged to pay the agreed advance payment, as indicated in the Proposal. If the Client has already made an advance payment, this will be considered a partial payment for the agreed services.

6.3 Work outside the agreed scope of the Services will be considered additional work and requires a separate agreement.

6.4 A signed Agreement is considered binding, and the Client is responsible for full payment as set out in this proposal. If the Client decides to cancel the project at any time, the prepaid fee will always be non-refundable. Work that has already been performed or prepared will still be charged, and the remaining amount due will remain payable.

7. Liability, Indemnification, and Force Majeure

7.1 Cloze is in no event liable for damages of any kind suffered by the Client in the context of an Agreement or otherwise, unless the damage is the direct result of intent or deliberate recklessness on the part of Cloze's involved management.

7.2 Cloze is not liable for damage arising from incorrect or incomplete information or data provided by the Client.

7.3 Cloze's liability is always limited to a maximum of the amount owed by the Client for the services rendered under the relevant Agreement, or the amount for which Cloze is insured.

7.4 If an Agreement lasts longer than three months, Cloze's liability is limited to the amount that has been or will be invoiced by the Client for the three months preceding the damage-causing event.

7.5 Cloze's liability is limited to direct damage. Direct damage is understood to mean exclusively the out-of-pocket costs that the Client has necessarily incurred in connection with the damage-causing event. Cloze is not liable for damage due to loss of goodwill, future turnover or profit, claims from third parties, or employee hours.

7.6 Cloze is not liable for damage caused by force majeure. Force majeure is understood to mean all unforeseen circumstances that temporarily or permanently make it impossible for Cloze to fulfill its obligations under the Agreement, including but not limited to fire, strike, war, natural or nuclear disasters, epidemics, government measures, shortcomings of suppliers, or computer and software malfunctions.

7.7 The Client indemnifies Cloze against all damage and costs, including legal costs, arising from the Client's failure to fulfill obligations or unlawful acts by the Client, or third parties engaged by the Client or for whom the Client is responsible.

8. Intellectual Property

8.1 All documents provided by Cloze, such as reports, advice, and designs, are exclusively intended for use by the Client and may not be reproduced, published, or

disclosed to third parties without prior written consent from Cloze.

8.2 Cloze reserves all rights regarding the work, including copyrights arising from the Copyright Act, unless otherwise agreed in writing. This applies to all materials, documents, reports, and other products created by Cloze and delivered in the context of the Agreement.

9. Confidentiality

9.1 Both parties undertake to keep confidential all confidential information obtained from each other or from other sources in the context of the Agreement. Confidential information includes, but is not limited to, company data, sales strategies, customer information, financial data, personal data of data subjects, as well as all other information whose confidential nature is known or reasonably ought to be known.

9.2 Parties shall take all reasonable measures to ensure the confidentiality of the information and shall not provide or disclose this information to third parties, unless this is necessary pursuant to a legal obligation, or insofar as the information is provided to advisors bound by confidentiality, or when the information has already become public without any default on the part of the party concerned.

10. Data Processing

10.1 In the performance of the Agreement, Cloze may process personal data on behalf of the Client. In such case, the Client qualifies as the controller within the meaning of the GDPR, and Cloze acts as the processor.

10.2 Cloze will process personal data solely for the purposes of consolidating, cleaning, validating, enriching, and importing contact data into the Client's CRM, and documenting sales processes, and only in accordance with the Client's documented instructions.

10.3 Cloze will take appropriate technical and organizational measures to protect personal data against loss or unlawful processing.

10.4 Cloze may engage sub-processors (such as HubSpot, Google Drive, and email validation tools), provided these sub-processors are bound by obligations that are at least as protective as those in this Agreement.

10.5 Upon termination of the Agreement, Cloze will, at the Client's request, delete or return all personal data, unless Cloze is legally obliged to retain the data.

10.6 Cloze will reasonably assist the Client in complying with obligations regarding data subject rights under the GDPR.

11. Applicable Law and Disputes

11.1 All legal relationships to which Cloze is a party are exclusively governed by Dutch law, even if an obligation is performed wholly or partly abroad. 11.2 Disputes between Parties that cannot be resolved by mutual agreement will be exclusively submitted to the competent court in the district of Amsterdam.

12. Amendment of Terms

12.1 Cloze is authorized to make changes to these terms. The changes will take effect at the announced time of entry into force.

12.2 If the changes affect a current agreement, Cloze will inform the Client of this in writing.

13. Final Provisions

13.1 If a provision in these General Terms and Conditions proves to be void, this does not affect the validity of the entire General Terms and Conditions.