

General Terms and Conditions of CNW LLC under Dutch Law

1. Who are we?

CNW LLC ('CNW' or 'we' and 'us') is a consultancy firm in the broadest sense of the word whose mission is to get and keep everyone engaged in work.

We are registered with Colorado Secretary of State under ID number 20241970157.

Our website is www.chargeyourworkforce.com. More information can be found there, including these terms and conditions. We can also send you a printed copy of these terms and conditions upon request.

2. About you and these Terms

CNW has been commissioned by you to provide certain services (see 'Our services' below) or you have asked CNW for a quote. In order to make our standard agreements that apply to this transparent, we have drawn up this document. It always applies to all assignments and other legal relationships that affect CNW. For the sake of clarity, we note that CNW does not accept any other terms or conditions. Unless we have expressly agreed otherwise in writing.

3. Our agreement

At some point, CNW will make a proposal for our services (see 'Our services' below). We often first communicate about this by e-mail, or we have been in contact with each other by telephone. CNW will briefly put the proposal, which is of course based on the data you have provided to us for this purpose, in writing. Proposals expire after 30 days, unless we accept an agreement after that time or if we have indicated that a different period of validity applies.

We will send the proposal with the expectation that we will receive it signed for approval by someone who is authorized to do so from your organization. Once we have received the signed document, the order has been issued and our work will start from the agreed commencement date. Changes only apply if we have agreed them in writing.

CNW has had a very satisfied customer base for many years. In the unlikely event that a problem with the service ever arises, this must be reported to CNW in writing as soon as possible, but no later than within 1 month. In that case, we will first look for a solution in good mutual consultation. If that is not possible, it is good to know that disputes will be settled by the competent court in Amsterdam and that legal relationships with CNW are only governed by Dutch law.

4. Our services

CNW offers various services to get and/or keep people engaged in work while maintaining energy. In this way, we help organizations in their growth towards effortless success. We do this analogously by linking employees who (almost) get stuck to the right professional and digitally using the Charge Up. The Charge Up is a digital platform in which we make all the expertise we have built up over the years available through (cloud) software. Which service we have specifically agreed on follows from our proposal that has been signed for approval. This also applies to the price and payment terms.

No matter which service you purchase from CNW, you can count on CNW to take care of a good contractor. This means that CNW strives and will be committed to providing its services to the best of its ability. Guarantees on a certain result of (one or more of) our services, on the other hand, only apply if they have been expressly agreed in writing. The agreed service is provided through the

deployment of (one or more) people and/or resources. In doing so, CNW can purchase and deploy third parties and/or (cloud) software selected by CNW without shifting the assignment to someone else.

You will only purchase the service from CNW and provide the necessary input and cooperation to CNW, so that optimal cooperation can take place.

If you purchase (cloud) software from CNW, for example the Charge Up for the execution of certain scans (partly) provided by CNW, it is important to know that CNW purchases that software from a supplier and that you have a limited right of use derived from it for the time that has been agreed. The software is in the cloud and therefore not on hardware that is present in-house at your organization or CNW. CNW strives for the best possible content, operation, and availability of the (cloud) software 'as is', which can be adjusted from time to time. That is why CNW has made good agreements with the supplier of the (cloud) software about, among other things, the availability and maintenance of that software. As long as the agreements with the subcontractor apply, CNW will ensure that the service level agreed with the subcontractor is properly complied with. However, CNW is not responsible in the event that circumstances outside its sphere of influence, for example on the Internet or at the supplier, occur that cause the (cloud) software to be temporarily unavailable at any time. You have to ensure that the infrastructure and the equipment needed to access and use the (cloud) software are in place. Only CNW is authorized to implement and accept changes to the (cloud) software (or have them implemented) and to maintain contact with the supplier.

If CNW provides you with paper or digital documentation, such as training materials, plans, advice, etc., you can use this documentation in the context of the service that has been agreed with you. CNW retains ownership of the intellectual property of such documentation. Therefore, you may not copy, publish, or exploit such documentation and the methods and techniques contained therein.

5. Privacy & Data Processing

CNW registers, processes, and stores the names of individuals and their job titles within organizations and e-mail addresses or has this done by third parties or makes (cloud) software available in which such data processing is involved.

CNW's vision is that you and those involved within your organization should feel safe when they come into contact with CNW's services. That is why we value the privacy of both you and the data subjects within the meaning of the General Regulation Data Protection (GDPR) and we have clear rules in place to ensure this.

That is why CNW does not store the personal data in question any longer than is necessary to be able to provide our services. All personal data that is in our possession or stored in the cloud (whether or not via third parties) on secure computer systems in the United States, Netherlands or within the European Union. We store e-mail addresses for the provision and maintenance of login details and to be able to maintain contact about our services.

Other data, such as the names of persons and their job titles and additional data used in the context of the assignment, will also only be processed with the consent of the data subjects. For example, to make a personal dashboard available to employees as part of the digital platform, the Charge Up. For example, the Charge Up can provide insight into the organization, and those involved can share the data with each other if they agree. In this way, employees within the organization can develop themselves in a targeted way or management can gain insight into certain problems and developments within the organization. We promise that all data mentioned is purely for our own use or for use in the context of the assignment given to CNW.

Under no circumstances will we provide the aforementioned (personal) data to third parties without the consent of the persons concerned. Nor will this data be used for purposes other than those necessary for the fulfilment of the assignment given to CNW. Data subjects have the right to access and correct their data and can object to the processing of personal data in accordance with the applicable rules or have such data erased upon request.

We expect you to apply these privacy standards in exactly the same way and are not responsible or liable if these rules are not properly adhered to.

Where a third party processes data for us as referred to above, for example by supplying (cloud) software that makes this possible, you give permission for this by issuing the order. You can count on the fact that we have made agreements with that third party to safeguard these privacy standards, for example by concluding a separate processing agreement or making contractual agreements about it.

Of course, CNW can only be held liable as the controller or processor of personal data if CNW is to be regarded as such under the GDPR. In that case, this provision is considered a processing agreement within the meaning of the GDPR. If CNW is not a controller or processor under the GDPR, CNW will nevertheless always apply the aforementioned privacy standards. Unless other agreements have been expressly made about this as permitted by regulations.

6. Payment

Our prices (also read: rates) are always exclusive of tax and exclusive of paid disbursements and expenses of third parties and can be adjusted annually by a maximum of 5% as of 1 January. Our payment terms are strict deadlines. If no explicit payment term has been agreed, CNW can invoice the agreed price after receipt of approval of the proposal.

In that case, CNW can also decide to invoice retrospectively, for example per period or order phase. The payment term is 30 days. In the event of overdue payment, we will charge the statutory commercial interest and the statutory collection costs in accordance with the BIK Decree.

If you purchase more from us than agreed, the applicable prices will be charged additionally. If you purchase less than agreed, the agreed price remains due. The continuity of our services is of great importance. What you owe to CNW in the context of the agreed service provision can and may therefore not be set off or suspended by you. If we are required to give something to you or do something for you, you cannot and may not sell or give it to another person or create rights in it for the benefit of another person (these prohibitions apply both in the contractual sense and in the sense of the legal act necessary for the delivery, assignment or creation of a right). If you do not comply with your obligations to CNW, such as payments, or if CNW suspects that you will not comply with them, CNW may cease to provide services and also claim damages.

Our services to you are specific. Therefore, the contract between us can only be transferred to another person if we have first agreed to this in writing.

7. Liability

If CNW imputably fails to comply with the agreements made between them, CNW accepts liability under the following conditions:

- (a) The problem was reported in time as indicated above (see 3.);
- (b) CNW has been summoned to remedy the shortcoming within a reasonable time, but there is no remedy within that reasonable time.

In this case, you can only claim CNW as compensation for the material damage (and not for consequential damage) up to a maximum of the amount of the last invoice sent by CNW prior to the declaration of liability. CNW's liability for faults constituting a tort is also limited to the amount referred to above or to the amount paid out under CNW's liability insurance, whichever is higher. These terms and conditions also apply to damage caused by CNW, subordinates and auxiliary persons and used items (such as (cloud) software) of third parties. In the event of intent or deliberate recklessness on the part of the director-owner of CNW itself, the aforementioned limitation does not apply. Claims lapse if you have not initiated legal proceedings within six (6) months of discovery of the event that allegedly caused damage. You indemnify CNW against claims from third parties.

8. The Term and Termination of Our Agreement

Assignments awarded are valid for the time specified in the signed proposal or until the result stated therein has been achieved and cannot be terminated before that. If no time or result is indicated, the assignments given are valid for an indefinite period of time. Assignments given for an indefinite period of time may be terminated in writing with due observance of a notice period of three (3) full calendar months.

Unless otherwise agreed, the use of the Charge Up is always valid for an entire year. A termination in accordance with the aforementioned rules does not entitle you to compensation.

There are a few special situations conceivable in which it should be possible to terminate your relationship with CNW, regardless of the rules on termination just mentioned. Dissolution of the Assignment agreement is therefore possible for both you and CNW and on the side of the other party:

- (a) there is a moratorium, bankruptcy, or a well-founded suspicion that there are doubts about solvency, such as the suspension or seizure of assets. This includes the obligation to actively and immediately report this to the other party as soon as there is a suspicion that this situation may occur, or;
- (b) there is damage caused by intent or deliberate recklessness on the part of the director-owner or director under the articles of association.

Furthermore, you could dissolve if the situation as mentioned in 7 (b) above occurs.

Other legal grounds for terminating or annulling the contract with CNW are excluded.

Amsterdam, September 16, 2024