



THE FUTURE
Driven by innovation

GENERAL TERMS AND CONDITIONS

The Future B.V.

DEFINITIONS

The terms below are indicated with capital letters in these conditions and have the following meanings:

Documents:	All items provided by the Client to the Future, including information, data, documents, and/or data carriers; all items produced and/or collected by The Future in the context of the execution or completion of the Agreement.
Third Parties:	Other (legal) entities than the Client, excluding full-time or part-time employees or freelancers working for the Client.
Quotations:	The document from The Future and its possible attachments, consisting of: <ol style="list-style-type: none">1. The Client's details;2. The agreed-upon Services;3. Financial details, including but not limited to The Future's hourly rate, and if applicable, a success fee; and4. Any provisions deviating from these general terms and conditions.
Client:	The natural person, legal entity or unincorporated association entering into an Agreement with The Future or whom The Future has submitted a Quotation to, or with whom The Future is in talks to submit a Quotation.
Agreement:	Any oral or written agreement concluded between The Future and the Client, any modification or addition thereto, and all actions in preparation and/or execution of that agreement. Typically, the Agreement is determined by the Quote and these general terms and conditions.
Party:	The Future or the Client individually.

Parties:	The Future and the Client collectively.
Results:	Everything produced in the context of the Agreement, as well as the consequences resulting from the Services performed by The Future
The Future:	The private limited company The Future, located at Kastanjelaan (5616 LZ) Eindhoven, registered with the Chamber of Commerce under number 68887221.
Services:	All activities to be carried out by The Future on behalf of the Client arising from the Agreement, as well as all activities resulting from the Future from it. This includes, in the broadest sense, the activities as stated in the Agreement.

1. WHEN DO THESE GENERAL TERMS AND CONDITIONS APPLY?

1.1. These general terms and conditions are applicable to, and are an integral part of, all offers, Quotations, assignments, and Agreements, in any form, between The Future and the Client.

1.2. These conditions are applicable to, and form an integral part of, the Agreement with the Client. Any purchasing conditions or other conditions of the Client are explicitly not applicable to the Agreement.

1.3. Deviations from, or additions to, these general terms and conditions of The Future are only possible if The Future has given written approval and apply only to the portion of the Agreement for which this approval has been given.

1.4. If these general terms and conditions and the Quotation contain conflicting terms, the terms included in the Quotation take precedence over the general terms and conditions.

1.5. If one or more provisions in these general terms and conditions are not (or no longer) valid, or are annulled, the remaining provisions of these general terms and conditions remain fully applicable. The Future will then, in consultation with the Client, agree on a new provision that as closely as possible achieves the purpose and scope of the original provision.

1.6. If The Future does not consistently demand strict compliance with these conditions from a Client, it does not imply that the provisions of

these conditions are no longer applicable, or that the Client loses the right to demand strict compliance in other cases.

2. QUOTATIONS

2.1. The nature and scope of the Agreement are determined by the description of the Services included in the Quotation.

2.2. The Quotations, whether in draft format or not, of The Future are non-binding unless the Quotation explicitly states a deadline for acceptance. This means that The Future has the right to modify the terms of the Quotation, including the specified deadlines and rates. A Client cannot derive any rights from a submitted Quotation. A Quotation expires in any case if the quoted services or products are no longer available in the meantime.

2.3. The prices mentioned in the Quotation are excluding VAT, excluding any other government levies, as well as any administrative costs, Third-Party costs, and any costs to be incurred in the context of the Agreement, unless indicated otherwise.

2.4. The Quotation does not automatically apply to future Agreements.

2.5. The Future is not bound by its Quotation when the Client reasonably should understand that the Quotation, or a part thereof, contains an obvious mistake or typo.

2.6. If the Future includes a composite price estimate in the Quotation, the Future cannot be obligated to perform a portion of the Agreement at a corresponding portion of the composite price.

3. AGREEMENT

3.1. An Agreement (or modification thereof) is only concluded when (I) the Client accepts a Quotation from The Future timely and unaltered, or; (II) The Future confirms an Agreement in writing; or (III) The Future has already partially or entirely implemented the Agreement, to the extent that the Client has provided The Future with the opportunity to do so. A timely and unaltered acceptance as referred to in (I) involves the Client's signed confirmation of the Quote, as digitally submitted through the CRM system used by The Future. The confirmation is based on

the information provided by the Client to The Future at that time.

3.2. If the acceptance deviates from the offer included in the Quotation, then The Future is not bound by it. The Agreement is not concluded in accordance with this deviating acceptance unless the Future indicates otherwise.

3.3. The Agreement provides a complete overview of the arrangements between The Future and the Client. All previous arrangements or proposals made between the Parties that are not part of the Agreement become null and void.

3.4. After entering into the Agreement and before the (further) execution of the Agreement, The Future may request sufficient security from the Client to ensure compliance with both the payment obligation and any other obligations. For this reason, The Future may request an advance payment on the invoice amount before commencing the execution of the Agreement. The Client's refusal to provide the requested security gives The Future the right to refuse the (further execution of the) Agreement.

4. DURATION OF THE AGREEMENT

4.1. The Agreement between the Parties is entered into for the period indicated in the Agreement.

4.2. If no duration is specified in the Agreement, the Agreement is entered into for a minimum period of 1 (one) year. Subsequently, the Agreement is automatically renewed (implicitly) for successive periods of 1 (one) year each.

4.3. The Future and the Client have the right to terminate the Agreement at the end of any of the durations mentioned in Article 5.1 and/or Article 5.2, with a notice period of at least 3 (three) months by registered letter or by email. An email is only considered received when the other Party, not through an automatically generated message, confirms its receipt.

5. CLIENT DOCUMENTS

5.1. The Client shall timely provide The Future with all Documents that The Future has indicated are necessary for the correct and timely execution of the Agreement, or that the Client should understand are necessary for the proper

execution of the Agreement, in the form and manner desired by The Future.

5.2. The Client is responsible for the accuracy, completeness, and reliability of the Documents provided to The Future by or on behalf of the Client, if they originate from or via Third Parties.

5.3. If The Future, based on the Documents provided by the Client, creates content, the Future will always submit this to the Client for approval before (further) execution of the Services. The Client is responsible for checking the content of the Future for accuracy and completeness. The Future may trust on the Client's approval, even if the Future is aware that that the Client provides approval without having reviewed the content. If the Client does not respond within the timeframe set by The Future, The Future may also consider this as (silent) approval from the Client. After obtaining explicit or silent approval, The Future accepts no liability for the accuracy, completeness, and/or reliability of the approved content.

5.4. If the Client provides multiple information sources with the necessary Documents, The Future is not obligated to verify their accuracy, reliability, and completeness. The Future is also not required to check whether the multiple information sources contain differences.

5.5. The Client is obligated to promptly inform The Future of facts and circumstances that may be relevant to the execution of the Agreement.

5.6. Any costs associated with fulfilling all obligations under this Article are borne by the Client.

5.7. If the Client has not, not timely, or not properly fulfilled its obligations, The Future has the right to suspend the execution of the Agreement until the moment the Client has fulfilled its obligations as mentioned in this Article. If, as a result, The Future incurs costs, these costs will be borne by the Client. In this case, these costs will be invoiced to the Client by The Future based on actual costs.

6. THE EXECUTION OF THE AGREEMENT

6.1. All Services carried out by The Future in execution of the Agreement are carried out to the best of its knowledge and ability. In legal terms, this means in accordance with the

requirement of good professional practice, based on the then-current state of knowledge. The Future has an obligation of best efforts regarding the intended Services. While The Future will reasonably endeavour to execute the Agreement to the satisfaction to the Client, The Future does not provide any guarantee for the results or expectations.

6.2. The Future determines the manner in which and by whom the Agreement is executed. The Future will, where possible, consider timely provided and reasonable instructions provided by the Client regarding the execution of the Agreement. The Future may involve Third Parties on behalf of the Client in the execution of the Agreement and will do so with due care. The engagement of Third Parties and any associated costs will only occur with the explicit consent of the Client. The Future assumes no responsibility and incurs no liability for these Third Parties.

6.3. The Future executes the Agreement in accordance with the applicable codes of conduct and professional rules, which are part of the Agreement and required by law.

6.4. Timeframes specified in the Agreement within which the activities must be performed are only approximate and are not considered strict deadlines. Exceeding such timeframes does not constitute an attributable failure by The Future. This means that there is no ground for termination, dissolution, or any claim for damages. Timeframes within which the Services must be completed are only considered strict deadlines if expressly and explicitly agreed upon by the Client and The Future.

6.5. If the Services relate to the entire set of activities related to the preparation, processing, submission and/or management of a financing application, then, unless explicitly agreed otherwise in writing, The Future performs these activities on an exclusive basis. This means that The Future is the only party to whom the Client has given or will give instructions to carry out these activities related to the financing application.

6.6. For the duration of the Agreement, the Client grants The Future the power of attorney for all (legal) acts regarding the financing application, including the submission of the application and

corresponding on behalf of the Client. This means that the Client refrains from independently performing (legal) acts falling within the scope of the power of attorney, particularly the independent submission of the application.

6.7. If the Client decides not to submit and/or withdraw a financing application prepared by The Future, the Client must compensate The Future for the worked hours at the standard hourly rates of The Future as stated in Article 11.1 of these general terms and conditions. If the Client eventually submits or has the financing application prepared (partially) by The Future submitted, the Client is still obligated to pay the success fee to The Future upon approval of the application.

7. CONFIDENTIALITY AND EXCLUSIVITY

7.1. In these general terms and conditions, the term “Disclosing Party” applies to any Party that discloses Confidential Information, and the term “Receiving Party” applies to any Party that receives Confidential Information from the Disclosing Party.

7.2. In these general terms and conditions, “Confidential Information” includes, but is not limited to:

- (a) information that according to the Trade Secret Acts, falls under the definition of a trade secret;
- (b) information that is classified as confidential by law and regulations, for example, in connection with national security, professional and/or trade secrets;
- (c) all information indicated by the Disclosing Party as confidential or that the Receiving Party can reasonably assess or should be able to assess as such;
- (d) information on which intellectual property rights of the Parties rest, and that is designated as conditional);
- (e) the business operations of the Disclosing Party, including information on operational activities, clients, processes, plans or intentions, product information, know-how, intellectual property rights, reports, advice on financial and/or business activities, and/or data carriers,

including electronic data carriers, containing confidential information; and

(f) scientific or technical information, such as business plans, strategies, business activities, systems, information about employees, clients, competitors and/or licensees of the Parties, and Results.

7.3. The Receiving Party shall treat all Confidential Information from the Disclosing Party as strictly confidential, store it carefully, and securely, and keep it fully confidential from third parties.

7.4. The Receiving Party may use Confidential Information only in accordance with the purpose and within the limits of the Agreement and the purpose for which the Confidential Information was provided (“Purpose”). The Receiving Party shall not copy or disclose Confidential Information to third parties, except when reasonably necessary for the Purpose, the Disclosing Party has given permission, or these other parties have a legitimate interest in accessing this data. This is only allowed if the aforementioned individuals are aware of the confidential nature of the Confidential Information and are subject to a confidentiality obligation.

7.5. The provisions in Article 8.3 does not prevent confidential collegial consultation within the Future’s organisation, as far as the Future deems this necessary for the careful execution of the Agreement or to meet legal or professional obligations.

7.6. The Future cannot guarantee to the Client that the grant provider ensures the confidentiality agreed upon in this Article once The Future has submitted the application to the grant provider. The Future is in no way responsible or liable for how the grant provider handles the Confidential Information.

7.7. The obligation of confidentiality of the Confidential Information does not apply or is no longer applicable if:

- (a) the Disclosing Party has explicitly declared in writing that certain information is not Confidential Information and/or if the Disclosing Party has given written permission to share this information;

(b) the Receiving Party is obligated to disclose the Confidential Information to the extent required by law, the government, a regulatory authority, or the appropriate judicial court. The Receiving Party shall notify the Disclosing Party in advance of such compelled disclosure, as far as reasonably possible and legally permitted;

(c) the Receiving Party can demonstrate that the information was already in possession and/or known to them at the time of disclosure, or another confidentiality obligation imposed on it;

(d) the information has been independently and autonomously developed by the Receiving Party without the need for the Receiving Party to use the Confidential Information;

(e) the Receiving Party receives the information from a third party or independent information source, and this third party or independent information source is not directly or indirectly bound by the same or similar confidentiality provisions; or

(f) the information enters the public domain, and this is not the result of an error or negligence of the Receiving Party or a breach of this agreement.

8. USE OF LOGO, TRADE NAME, AND INTELLECTUAL PROPERTY

8.1. Within the limits of the Agreement, The Future is entitled to use the trade name and the logo of the Client on its website <http://tf-advies.nl> and other marketing communication materials, including, but not limited to, brochures, slides, and LinkedIn posts.

8.2. Subject to Article 9.4 and upon the complete payment of the amounts due to the Services of The Future, ownership of the Results will transfer from The Future to the Client.

8.3. The Future is entitled to use the Results free of charge for internal purposes to further develop its services.

8.4. The Future owns all intellectual property rights to the technologies and methods used in providing its services.

9. FORCE MAJEURE

9.1. The Future is not obligated to fulfil an obligation under the Agreement if there is force majeure (Article 6:75 Dutch Civil Code).

9.2. In addition to what is stipulated in the law and jurisprudence, force majeure is understood to be circumstances that prevent the fulfilment of the Agreement and are not attributable to The Future. These circumstances shall also include, but are not limited to: strikes, unforeseeable disruptions at companies which (licensing) agreements with The Future are in force, or other third parties on which The Future depends, disruptions in the energy supply, communication connections, or in equipment or software, illness and/or incapacity of employees or freelancers of The Future, as well as default by Third Parties, (temporary) shortage of employees or freelancers, fire within the office or at third parties engaged by The Future, pandemics and measures taken by the government as well as a result of pandemics, in any case, all external cause, foreseen or unforeseen, over which The Future has no control.

9.3. The Future also has the right to invoke force majeure if the circumstance that prevents (further) performance of the Agreement occurs after The Future should have fulfilled its commitment.

9.4. During force majeure, The Future's obligations may be suspended. If the period in which, due to force majeure, fulfilment of the obligations by The Future is not possible lasts longer than 3 (three) months, then both Parties are entitled to terminate the Agreement, without any obligation to pay damages in that case.

9.5. If, at the onset of force majeure, The Future has already fulfilled part of its obligations under the Agreement, The Future may invoice this to the Client. The Client is then obligated to pay this invoice as if it were a separate agreement.

10. COSTS AND INVOICING

10.1. The Future invoices an amount of €175,- per hour excluding VAT for Services as specified in the Agreement, unless otherwise agreed in writing.

10.2. The Future invoices a success fee of 10% based on the granted financing to the Client, unless otherwise agreed in writing.

10.3. Unless otherwise agreed in writing, The Future will invoice monthly for the Services. The

invoice must be paid within fourteen (14) days of the invoice date.

10.4. The success fee is invoiced upon receipt of written confirmation of the financing by the financier.

10.5. The success fee is, unless otherwise agreed in writing, always calculated based on the granted financing, even if the amount actually paid out is lower than the granted financing.

10.6. In the case of a jointly given assignment, each Client is jointly liable for the payment of The Future's invoice, regardless of the name on the invoice.

10.7. The Client has no right to defer payments of invoices or to offset any alleged debts of The Future with its invoices.

10.8. In case of non-payment or late payment, the Client is in default without prior notice or demand from The Future from the expiration of the payment term. The Client then owes a contractual interest of 2% per month on the outstanding amounts (including collection costs) from the due date of the invoice until the moment of full payment of the amount owed.

10.9. If the Client fails in its obligation to pay the outstanding invoice with accrued interest, The Future is free to charge the Client all collection costs, including both judicial and extrajudicial costs. The collection costs amount to at least 15% of the principal sum, with a minimum of €250,-.

10.10. The Future has the right to first set off the payments made by the Client against the costs and accrued interest and then against the principal sum and the ongoing interest. Payments by the Client are always applied by The Future to settle the oldest due claims.

10.11. The Client may never offset what The Future owes to it against what the Client owes to The Future.

10.12. Objections to the amount of an invoice or other objections do not suspend the payment obligation of the Client.

11. COMPLAINTS AND MODIFICATIONS

11.1. The Client is required to inspect the deliverables by The Future immediately at the moment the goods or services are made available to them, determining whether the

quality and/or quantity align with the agreed-upon terms.

11.2. Any complaints, defects, modifications, or adjustments, including complaints regarding the invoice, must be communicated in writing to The Future by the Client within a period of fourteen (14) days after the completion of the Services by The Future.

11.3. For the purpose of these provisions, each partial delivery is considered a separate delivery.

11.4. Complaints about the Services as referred to in Article 12.2 will be promptly addressed and rectified by The Future, provided they are well-founded and submitted within the timeframe specified in Article 12.2. All complaints must be submitted in writing. Oral complaints will not be considered by The Future.

11.5. In the event of the untimely notification of a complaint as outlined in Article 12.2, the Client forfeits the right to remedy, replacement, or any other form of compensation. The Services provided by The Future are deemed accepted by The Future.

11.6. If The Future deems a complaint justified, The Future will discuss with the Client the best manner to remedy the complaint, unless this has become impossible or futile. If remedying the complaint is impossible or futile, The Future can only be held liable within the limits of Article 14.

11.7. Submitted complaints or objections do not suspend the payment obligation(s) of the Client.

12. SUSPENSION, TERMINATION, AND INTERIM TERMINATION OF THE AGREEMENT

12.1. The Agreement can be terminated by either Party without notice if:

(a) the other Party fails attributable to the performance of the Agreement; after being notified in writing by the counterparty with a reasonable period within which this shortcoming should have been rectified and this shortcoming cannot be or is not rectified within thirty (30) days after written notice thereof. This termination option does not affect the right to claim damages;

(b) there is liquidation, (application for) suspension of payments or bankruptcy, seizure against the other Party (lasting more than three (3) months), debt restructuring, or any other

circumstance preventing the other Party from freely disposing of its assets; or

(c) the other Party is a legal entity that is dissolved.

12.2. Furthermore, The Future is authorised to terminate the Agreement if:

(a) the Client fails to fulfil, not fully, or not timely the obligations under the Agreement;

(b) after the conclusion of the Agreement, The Future becomes aware of information and/or circumstances that give good reason to fear that the Client will not fulfil the obligations in accordance with the Agreement;

(c) due to delay on the part of the Client, it can no longer be reasonably expected of The Future to fulfil the Agreement under the originally agreed conditions;

(d) the Client has been requested at any time to pay an advance or payment resulting from the Agreement, and payment is not made or is insufficient;

(e) after the conclusion of the Agreement, The Future becomes aware of information and/or circumstances under which The Future would never have entered into the Agreement with the Client; or

(f) the Client does not proceed with or provides insufficient information for the financing application, which is part of The Future's activities, for which the Client has given written permission.

If the Future terminates the Agreement based on the provisions of Article 13.2, the Client is obliged to compensate The Future for the costs already incurred based on hours times the hourly rate (as included in Article 11.1 of these general terms and conditions or the Agreement).

12.3. In case The Future terminates or dissolves the Agreement based on this Article, everything The Future is owed by the Client from any cause whatsoever becomes immediately due and payable.

12.4. If The Future proceeds to suspension or dissolution of the Agreement, it is in no way obliged to compensate for damage and costs incurred thereby in any way unless reasonableness and fairness dictate otherwise.

12.5. If the termination is attributable to the Client, the Future is entitled to claim reasonable

compensation for its damage, including the costs, directly and indirectly incurred.

12.6. If the Agreement is terminated prematurely by one Party, The Future, will, in consultation with the Client, ensure the transfer of ongoing Services to third parties. This does not apply in the case of dissolution as stipulated in Article 13.2. If the transfer of ongoing Services entails additional costs for The Future, these will be charged to the Client. The Client is obliged to pay these costs within the specified period unless The Future indicates otherwise in writing.

12.7. Obligations that by their nature are intended to continue to exist after termination and dissolution of the Agreement will continue to exist after termination and dissolution of the Agreement.

13. LIABILITY AND STATUTE OF LIMITATIONS

13.1. Any liability of The Future is always limited to what is stipulated in these general terms and conditions.

13.2. The Future and the Third Parties engaged by them are, in any case, never liable for damages of any kind arising as a result of:

- incorrect and/or incomplete data provided by the Client;
- the untimely provision of Documents by the Client; and
- circumstances beyond the control of The Future.

13.3. If and insofar as The Future incurs any liability, this only applies to direct damage resulting from intent or gross negligence on the part of The Future.

13.4. The liability of The Future is in any case always limited to the amount that their insurer pays out in that case, or if no insurance payment takes place, up to a maximum of twice the invoiced amount to the Client regarding the part of the Services to which the liability relates.

13.5. The Future is solely liable for direct damage. Direct damage is exclusively understood to mean the reasonable cost for determining the cause and extent of the damage, the possible reasonable costs incurred to make The Future's defective performance comply with the Agreement, insofar as these can be attributed to The Future, and reasonable costs incurred to

prevent or limit damage, provided that the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.

13.6. The Future is never liable for indirect damage, including consequential damage, loss of profit, missed profit, penalties, damage due to business interruption, or immaterial damage.

13.7. The Future is never liable for changed circumstances during the duration of the Agreement, including but not limited to the rejection of the financing application, discontinuation of the financing, non-full pay-out of the financing for any reason, any changes in legislation and regulations.

13.8. The Future is never liable for decisions made by the Client based on the Results.

13.9. The Client agrees to indemnify The Future from all claims and/or damage arising from:
(a) the exercise of all rights granted by the Client to The Future under the Agreement; and
(b) a breach by the Client of any of the conditions contained in the Agreement.

The Client also indemnifies The Future, and the Third Parties engaged by The Future, for any liabilities to Third Parties who suffer damage due to the execution of the Agreement. If the Client uses or applies any Result obtained from The Future or enables Third Parties to use or apply it, the Client indemnifies The Future against any liability for damages claimed by the Client and/or Third Parties. If The Future is held liable by third parties on that account, the Client is obligated to assist The Future both out of court and in legal proceedings. All costs and damages incurred by The Future as a result thereof are entirely at the expense and risk of the Client.

13.10. Any claim for damages against The Future expires after one (1) year from the commencement of the day following the day on which the Client became aware of the damage and of The Future as the party liable for it.

13.11. The limitations of liability included in the Article do not apply if the damage is caused by intent or gross negligence on the part of The Future.

14. CONSEQUENCES OF TERMINATING THE AGREEMENT

14.1. The provisions of the Agreement, the express or implied intention of which is that they remain in force after the termination or dissolution of the Agreement, will continue to apply thereafter and bind the Parties.

14.2. Parties must always refrain from making negative statements about the other Party. The Client is obligated to pay The Future an irrevocable penalty of €5000,- (five thousand) per day for each violation or non-strict compliance with the obligations mentioned in this Article, and the Client is also obligated to rectification.

15. MISCELLANEOUS

15.1. Amendment, deviation, and/or additions to this Agreement, can only occur after consultation and agreement of the Parties, which must be done in writing.

15.2. The Agreement cannot be transferred by either Party without the prior written consent of the other Party. Unauthorised transfer of assignment is invalid.

15.3. This Agreement replaces, to the extent applicable, all previous agreements and arrangements between the Parties.

15.4. The Client is expressly prohibited from approaching, directly or indirectly, during the Agreement and within 24 months after the termination of the Agreement, relationships and/or (former) employees of The Future, in their own interest or in the interest of third parties, with the aim of persuading them to terminate the relationship with The Future or an affiliated company for the benefit of a third party or for themselves. Relationships and/or (former) employees of The Future are understood to mean: all natural persons and legal entities who (i) at any time during the last 24 months immediately preceding the date of termination of this Agreement purchased products or services from The Future, or (ii) supplied to The Future, or (iii) maintained contact with The Future at any time during the last 24 months immediately preceding the date of termination of the Agreement regarding the possible supply, purchase of products and/or services, or performing and/or performed work for The Future.



The Client must refrain in general from any activity that could negatively affect the relationship(s) of The Future. In case the Client fails to fulfil the obligations from this clause, The Future has the right to charge the Client an immediately due penalty of €10,000,- per violation. In addition, the Client is liable for a penalty of €500,- for each day (or part thereof) that the violation continues. The Future can claim these penalties directly, without being obliged to first warn the Client. The Future may also choose to claim full damages instead of the penalty.

16. APPLICABLE LAW AND COMPETENT COURT

16.1. Dutch law exclusively applies to all legal relationships with The Future.

16.2. The competent court in the place of establishment of The Future has exclusive jurisdiction to hear disputes unless the law mandates otherwise.

16.2. Parties will only invoke the court after they have made every effort to resolve a dispute amicably.