

## **Client Terms & Conditions for Use of FoodTech Experts services**

Last updated: 01/09/2026

These Terms & Conditions ("Terms") apply to any legal entity (the "Client") requesting or accepting an introduction to an independent expert, advisor, or industry professional (each, an "Expert") through FoodTech Experts, a trade name by Bright Green Partners B.V., a limited liability company in Helmond, The Netherlands, having its registered office and its principal place of business in Helmond at (5709RA) Arcenlaan 34, legally represented in this matter by: Ms. Floor Buitelaar, Managing Partner, registered at the Chamber of Commerce (filenumber 80727077) ("FTE").

By requesting, accepting, or proceeding with an introduction to an Expert via FTE, the Client agrees to these Terms.

FoodTech Experts (FTE) and Client are each referred to as a "Party" and together as the "Parties".

### **1. Purpose**

- 1.1. FTE facilitates introductions between Client and independent experts, advisors, or industry professionals (each, an "Expert") in connection with potential advisory services, strategic discussions, transactions, or other business opportunities (each, a "Project Scope").
- 1.2. This Agreement governs such introductions.

### **2. Confidentiality of Introduction**

- 2.1. The Client acknowledges that the following constitute confidential information of FTE:
  - the identity of any Expert introduced by FTE;
  - the fact that such introduction has taken place; and
  - the subject matter and status of discussions facilitated by FTE
- 2.2. Client shall not disclose such information to any third party without FTE's prior written consent, except where required by law.

### **3. Non-Circumvention**

- 3.1. In consideration of FTE arranging the introduction of an Expert, the Client agrees that:
- 3.2. For a period of twenty-four (24) months from the date of each Expert introduction (the "Restricted Period"), the Client shall not, directly or indirectly (including through any affiliate, subsidiary, parent company, advisor, agent, contractor, or related entity):
  - enter into,
  - solicit,
  - negotiate,
  - engage in,
  - perform, or
  - otherwise establishany commercial relationship, agreement, advisory engagement, consultancy arrangement, employment relationship, collaboration, or transaction of any kind with the introduced Expert without the prior written consent of FTE.
- 3.3. Any such engagement during the Restricted Period shall be conducted exclusively through FTE unless otherwise agreed in writing by FTE.

#### **4. Pre-Existing Relationships**

- 4.1. The restriction in Clause 3 shall not apply if Client can demonstrate, with written evidence, that:
- a direct commercial relationship with the Expert existed prior to FTE's introduction; and
  - discussions concerning the relevant Project Scope were already underway prior to the introduction.

#### **5. Fee Protection**

- 5.1. If Client breaches Clause 3, Client shall be liable to FTE for a fee equal to the service fee, commission, or other compensation that would have been payable to FTE had the engagement been conducted through FTE.
- 5.2. This shall be without prejudice to any additional rights or remedies available to FTE under applicable law.

#### **6. Consultation Terms and Payment**

- 6.1. The first ten (10) minutes of any scheduled consultation shall be used by the Client and the Expert to confirm and align on the scope, expectations, and relevance of the engagement.
- 6.2. If the consultation is terminated by either party within the first ten (10) minutes due to a material mismatch in scope or relevance, no fee shall be charged to the Client and no payment shall be due to the Expert.
- 6.3. If the consultation continues beyond the first ten (10) minutes, the Client shall be deemed to have accepted the consultation, and the full agreed fee for the session shall be payable.
- 6.4. If the Client cancels a scheduled consultation with less than twenty-four (24) hours' notice, or fails to attend the consultation, FTE reserves the right to charge the full consultation fee.
- 6.5. FTE acts solely as an intermediary facilitating introductions and consultations between Clients and Experts. Experts are independent contractors and are not employees, agents, or representatives of FTE.

#### **7. Fees and Payment Terms**

- 7.1. Unless otherwise agreed in writing, invoices are payable within fourteen (14) days from the invoice date.
- 7.2. Payments shall be made via bank transfer or credit card payment (via PayPal incl. a 6.0% processing fee)
- 7.3. Invoices must be paid within fourteen (14) days from the invoice date.
- 7.4. If the client fails to pay within this period, the client shall be in default by operation of law, without the need for further notice of default.
- 7.5. From the due date, statutory commercial interest (wettelijke handelsrente) as applicable under Dutch law shall accrue on the outstanding amount. As of 1 July 2025, this interest rate is 10.15% per annum.
- 7.6. In addition, the client shall be liable for:
- a fixed compensation of €40; and
  - all reasonable costs incurred to obtain payment, including but not limited to legal and collection costs.

- 7.7. The company reserves the right to suspend its obligations or services until full payment has been received.
- 7.8. All actions and procedures relating to late payments shall be carried out in accordance with applicable Dutch law.
- 7.9. All Fees are stated exclusive of VAT or any applicable taxes, which shall be borne by the Client where applicable.
- 7.10. The Client shall make all payments in full without any set-off, counterclaim, or deduction.

## **8. Limitation of Liability**

- 8.1. FTE does not provide advisory services and does not verify the accuracy, completeness, or reliability of any information provided by Experts.
- 8.2. FTE shall not be liable for any loss, damage, or decision made by the Client based on information obtained through an Expert. Any liability of FTE shall be limited to the amount of the fee paid by the Client for the relevant Expert consultation that has caused liability.

## **9. Compliance**

- 9.1. The Client agrees not to request, and the Expert agrees not to disclose, any confidential, proprietary, or non-public information in violation of applicable laws or obligations.

## **10. No Obligation to Proceed**

- 10.1. Nothing in this Agreement obligates Client to enter into any engagement with the Expert.

## **11. Intellectual Property**

- 11.1. All recordings, transcripts, summaries, notes, analyses, reports, and other materials created in connection with a consultation including intellectual property rights vested therein (the "Consultation Materials") shall become the exclusive property of Bright Green Partners from the moment of their creation. All associated documents and data carriers shall become the property of Bright Green Partners at the point at which they come into existence. Without prejudice to the foregoing, all intellectual property rights and other proprietary rights to the material and data provided by Client to FTE for the performance of the agreement shall remain the property of Client.
- 11.2. Unless otherwise agreed, FTE grants to Client – subject to the condition precedent of receipt of full payment of its invoices – a perpetual, worldwide, non-exclusive and non-transferable right to use FTE's IP contained in or necessary for the use of the deliverables in the Consultation Materials and communication to Client solely for the purpose for which the deliverables were delivered.
- 11.3. Without prejudice to its confidentiality and privacy obligations arising from this agreement and applicable law, FTE is allowed to use knowledge or information gained from a consultation for any other purpose at its sole discretion. In particular FTE may: use such material for internal knowledge development, create client deliverables, quality control, training staff / AI tools and product development (including building AI tools), incorporate anonymized insights into reports, research, or aggregated industry analysis, provide sanitized and non-attributable summaries to third parties, and/or store materials in its internal systems for documentation and compliance purposes. FTE does not agree to any provision that could be construed as prohibiting or restricting its right to (i) provide consulting or other services of any kind or nature to any other natural or legal person in its sole discretion, or (ii) develop material for itself or for third parties that is competitive

or comparable to deliverables developed in connection with this agreement, regardless of their similarity to those deliverables.

## **12. Privacy**

- 12.1. Client acknowledges and agrees that online consultations, interviews, expert calls, meetings, related communications and other materials shared in the performance of expert contributions (collectively referred to as the "Data") may be recorded in written, audio and/or video form and may be (with the assistance of automated and AI tools) transcribed, summarised, analysed and stored by or on behalf of FTE where appropriate for the performance, documentation, administration, quality assurance, compliance, internal review and improvement of FTE's services.
- 12.2. Client provides its express consent – also on behalf of any person participating on behalf of Client in the performance of the agreement - that personal data is processed in recordings, transcripts, summaries, analyses and other materials created by or on behalf of FTE in connection with expert consultations, and FTE may use such materials and expert contributions for internal knowledge development, quality assurance, training, internal review, service improvement, internal documentation, product development and offering and AI-supported internal tools. All Data containing personal data will be processed and handled in accordance with FTE's privacy policy and sanitized before being used for other purposes than the performance of the agreement.

## **13. Term and Survival**

- 13.1. This Agreement shall remain in effect for twenty-four (24) months from the date of each Expert introduction.
- 13.2. The obligations under Clauses 2 (Confidentiality of Introduction), 3 (Non-Circumvention), and 5 (Fee Protection) shall survive termination or expiration of this Agreement.

## **14. Governing Law and Jurisdiction**

- 14.1. This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.
- 14.2. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands. Without prejudice to the foregoing, FTE may alternatively chose to file a suit with the competent court in the place of business of the Client.

## **15. Acceptance**

- 15.1. These Terms shall become effective upon the Client's written confirmation by email.
- 15.2. Email confirmation from a corporate email domain of the Client shall constitute valid and binding acceptance of these Terms and shall create a legally binding agreement between the Parties.