RYDE VENTURES

GENERAL TERMS AND CONDITIONS

RYDE VENTURES B.V. · VERSION 1.0 · 20 NOVEMBER 2026 · THIS IS A TRANSLATION; THE DUTCH VERSION PREVAILS.

Part A applies to every engagement. Part B also applies to AI services for businesses, Part C to services to ventures.

PART A — GENERAL

1. DEFINITIONS

1.1 **Ryde:** Ryde Ventures B.V., Elektraweg 27, 4338 PK Middelburg, the Netherlands, Chamber of Commerce (KvK) number 93048556.

1.2 **Client:** the company or organisation Ryde works for. Ryde works only for companies and organisations, not for consumers.

1.3 **Engagement:** the work Ryde does for the client, as described in the proposal or the engagement confirmation.

1.4 **Custom Work:** what Ryde makes specifically for the client, such as the copy of the data, the knowledge base, the configuration and the source code written only for the client.

1.5 **Building Blocks:** software, integrations, methods and documentation that Ryde developed separately from the Engagement or also uses for others.

1.6 **In writing:** on paper or by email.

2. APPLICABILITY AND ORDER OF PRECEDENCE

2.1 These terms apply to every proposal from Ryde and to every Engagement. Part A always applies. Part B also applies to AI services for businesses. Part C also applies to services to ventures.

2.2 The client's own terms apply only if Ryde has accepted them in writing.

2.3 If documents conflict, this order applies:

1. the engagement confirmation;
2. the data processing agreement, as far as personal data is concerned;
3. Part B or Part C of these terms;
4. Part A of these terms.

2.4 Deviations from these terms can only be agreed in writing.

2.5 If a provision is invalid, the rest remains in force. The parties replace the provision with a valid one that stays as close to it as possible.

3. PROPOSAL AND ENGAGEMENT

3.1 A proposal from Ryde is valid for thirty days, unless it states otherwise.

3.2 The Engagement is formed when the client confirms the proposal in writing, or when Ryde starts with the client's consent.

3.3 Ryde bases the proposal on what the client has told it. If that information proves incorrect or incomplete, Ryde adjusts the planning and price, after consulting the client.

4. PERFORMANCE

4.1 Ryde carries out the Engagement with care and professional skill. Ryde has a best-efforts obligation. A result is promised only if the engagement confirmation expressly says so.

4.2 Deadlines are target dates, unless the engagement confirmation expressly designates a deadline as fixed. If Ryde is at risk of missing a deadline, Ryde reports this immediately.

4.3 Ryde may engage others. Ryde remains responsible for their work.

4.4 The client provides, in good time, the information, the access and the contact person Ryde needs. If that does not happen, the planning shifts. Ryde charges the resulting extra costs, after reporting them.

5. ADDITIONAL WORK

5.1 Work that falls outside the Engagement is additional work. Ryde charges the hourly rate from the engagement confirmation for it.

5.2 Ryde reports additional work beforehand and starts only after the client's approval. Approval by email is sufficient.

5.3 In the event of an outage or a security problem, Ryde may immediately do what is needed to prevent damage. Ryde reports this as soon as possible afterwards.

6. PRICES AND PAYMENT

6.1 Prices are in euros and exclude VAT.

6.2 Ryde invoices hours monthly in arrears. Ryde invoices fixed monthly amounts monthly in advance. Ryde invoices a fixed project price according to the instalments in the engagement confirmation.

6.3 The client pays third-party costs, such as licences, hosting and the use of AI models, only if the engagement confirmation says so or this was agreed beforehand.

6.4 The payment term is thirty days from the invoice date. The client reports an objection to an invoice within that term.

6.5 If the client pays late, the client owes the statutory commercial interest and reasonable collection costs. If payment is still not made after a reminder with a term of fourteen days, Ryde may suspend the work.

6.6 Ryde may adjust rates and monthly amounts each year on 1 January in line with the services producer price index for IT services of Statistics Netherlands (CBS). Ryde announces any other increase at least two months in advance. The client may then terminate the Engagement as of the date the increase takes effect.

7. OWNERSHIP

7.1 The client's data remains the client's.

7.2 The Custom Work becomes the client's as soon as the client has paid for it. Ryde then transfers the intellectual property rights in the Custom Work. If a signed deed is needed for that, Ryde cooperates.

7.3 The Building Blocks remain Ryde's. The client receives a non-exclusive right of use that does not end and that Ryde cannot terminate. The client may use the Building Blocks for its own organisation and its own group companies. The client may also have others maintain and modify them. The client may not sell them as a separate product or license them to others.

7.4 Open source and third-party software are subject to the licences of that software. Ryde tells the client which ones apply.

7.5 The engagement confirmation may designate what is Custom Work and what is a Building Block. What is not designated there and was made specifically for the client is Custom Work.

7.6 Ryde may reuse the knowledge, experience and general techniques from the Engagement. In doing so Ryde does not use the client's confidential information.

7.7 Ryde names the client as a reference only if the client has agreed.

8. CONFIDENTIALITY

8.1 The parties keep each other's confidential information confidential. For the client this includes prices, margins, quotations and data about customers and suppliers. For Ryde this includes rates, working methods and the source code of the Building Blocks.

8.2 Only those who need the information for the Engagement get access. Those persons are bound by a duty of confidentiality.

8.3 The confidentiality also applies after the end of the Engagement. It does not apply to what is already public, or what a party must hand over by law.

9. PERSONAL DATA

9.1 If Ryde processes personal data on the client's instructions for the Engagement, the parties conclude a data processing agreement. Ryde provides the template for it.

9.2 How Ryde handles personal data for which Ryde itself is the controller, such as the details of contact persons, is set out in the privacy statement on ryde.ventures.

10. LIABILITY

10.1 Ryde's liability is limited to the higher of these two amounts: (a) what Ryde invoiced for the Engagement in the twelve months before the damage, and (b) what Ryde's liability insurance pays out in the case concerned.

10.2 Ryde is liable only for direct damage. That is damage to property, the reasonable costs of establishing and limiting the damage, and the reasonable costs of making Ryde's work conform to the Engagement after all. Ryde is not liable for lost profit, missed savings and damage due to business interruption.

10.3 The limitations in this article do not apply in the event of intent or gross negligence on Ryde's part.

10.4 Ryde is liable only after the client has given Ryde written notice of default and a reasonable period to remedy.

10.5 The client reports damage as soon as possible, and no later than twelve months after discovering it. After that the right to compensation lapses.

11. FORCE MAJEURE

11.1 A party does not have to perform an obligation for as long as force majeure prevents it. Force majeure includes outages at suppliers over which Ryde has no control, such as internet, cloud and AI models, and external attacks that Ryde could not prevent with appropriate measures.

11.2 If the force majeure lasts longer than sixty days, either party may terminate the Engagement in writing. Neither party then owes compensation.

12. TERM AND TERMINATION

12.1 A project ends on delivery. Ongoing services, such as management and hosting, run for an indefinite period.

12.2 Either party may terminate ongoing services in writing as of the end of a calendar month, with one month's notice. The engagement confirmation may state a different period.

12.3 If a party does not perform an obligation, even after written notice of default with a reasonable period, the other party may dissolve the Engagement.

12.4 Either party may terminate the Engagement immediately if the other party goes bankrupt, applies for a suspension of payments or ceases its business.

12.5 The client pays for the work Ryde has done up to the end. Articles that by their nature continue, such as ownership, confidentiality and liability, remain in force.

13. CHANGES TO THESE TERMS

13.1 Ryde may change these terms. Ryde sends the new version to the client by email at least thirty days in advance.

13.2 For a running project, the version under which the project started continues to apply.

13.3 For ongoing services, the new version applies from its effective date. If the client does not agree, the client may terminate the services as of that date.

14. FINAL PROVISIONS

14.1 The client reports a complaint in writing. Ryde responds within five working days.

14.2 A party may transfer rights and obligations under the Engagement only with the written consent of the other party. Ryde may transfer them without consent to a group company or to a successor of the business unit concerned. Ryde reports this beforehand.

14.3 Dutch law applies to the Engagement and these terms.

14.4 In the event of a dispute, the parties first consult each other. If they do not reach a solution, the dispute goes to the District Court of Zeeland-West-Brabant, Middelburg location.

PART B — AI SERVICES FOR BUSINESSES

15. WHEN THIS PART APPLIES

15.1 This part applies when Ryde makes data accessible for the client, builds integrations, makes AI applications, or manages and hosts them.

16. ACCESS TO SYSTEMS

16.1 The client arranges access to its own systems and the licences needed for that. The client's agreements with the suppliers of those systems remain the client's.

16.2 Ryde reads from the client's systems with a dedicated integration account that can only read. Ryde writes to a client system only if this has been expressly agreed.

16.3 If a supplier of the client changes a system or an integration, Ryde reports what that means. Adapting to it is additional work, unless the management arrangement covers it.

17. AI APPLICATIONS

17.1 An AI application can give an incorrect or incomplete answer. The client checks the outcome before basing a decision on it or sending it to others.

17.2 An AI application changes something in a client system, such as creating an order or sending a message, only after a user has confirmed it or according to rules the parties agreed in writing beforehand.

17.3 The client designates who gets access and is responsible for the use by those users.

17.4 Ryde does not use the client's data to train AI models and does not let suppliers do so either.

17.5 If the client's employees use their own AI service, under a subscription the client takes out itself, that service is a supplier of the client and not of Ryde.

17.6 If a supplier changes or discontinues an AI model, Ryde switches to an equivalent model. Ryde reports this beforehand if it noticeably changes the behaviour of the application.

18. DELIVERY AND FIXES

18.1 After a delivery the client tests within ten working days. If the client reports no errors in that time, or starts using the application, it is accepted.

18.2 An error is a deviation from what was agreed in writing, which the client can demonstrate. Minor errors that do not hinder use are no reason to refuse the delivery. Ryde does fix them.

18.3 Ryde fixes errors the client reports within three months of acceptance at no cost. That does not apply to errors caused by changes made by the client or others, or by changes in the source systems.

19. MANAGEMENT AND HOSTING

19.1 This article applies if management or hosting is included in the engagement confirmation.

19.2 Ryde hosts the application and the data in the European Economic Area, in a certified data centre.

19.3 Ryde installs updates in good time, monitors operation and makes a daily backup. Backups are kept for two weeks.

19.4 Ryde makes every effort to keep the application available. An availability percentage applies only if it is stated in the engagement confirmation.

19.5 Ryde announces planned maintenance beforehand and carries it out outside office hours as much as possible.

19.6 Ryde is available for questions and outages on working days from 9:00 to 17:00 (Dutch time) and responds within one working day. If an outage makes use impossible, Ryde starts fixing it the same working day.

20. TERMINATION AND HANDOVER

20.1 At the end of the Engagement, or earlier on request, Ryde hands over the data and the Custom Work within four weeks in a common format. A database export counts, as does the source code repository.

20.2 The client also receives a copy of the Building Blocks in the version the client uses, so that the application can keep running without Ryde.

20.3 Ryde provides help with the move to another party at the hourly rate from the engagement confirmation.

20.4 After the handover Ryde deletes the client's data, including at suppliers and in backups. Ryde confirms this in writing.

PART C — SERVICES TO VENTURES

21. WHEN THIS PART APPLIES

21.1 This part applies when Ryde provides services to a venture, such as building, hosting and advice. A venture is a business in which Ryde participates or will participate. As long as the venture has not been incorporated, the founders are the client.

22. PARTICIPATION AGREEMENTS PREVAIL

22.1 Arrangements about shares, funding, control and vesting are set out in the term sheet, the shareholders' agreement and the related documents. In the event of a conflict, those documents prevail over these terms and over the engagement confirmation.

22.2 These terms give no right to an investment, to shares or to a collaboration.

23. COMPENSATION

23.1 The venture pays for the services in money, in shares or in a combination of the two. The engagement confirmation or the term sheet states which of the three applies and at what valuation.

23.2 If no compensation is stated, Ryde's usual hourly rate applies.

24. OWNERSHIP

24.1 What Ryde makes specifically for the venture becomes the venture's as soon as the agreed compensation has been settled. For compensation in shares, that is the moment the shares have been issued.

24.2 What Ryde makes before incorporation remains Ryde's until the venture has been incorporated. Ryde then transfers it as the term sheet says.

24.3 If the venture does not come about, what Ryde has made remains Ryde's, unless the parties have agreed otherwise. What the founders contributed themselves remains the founders'.

24.4 Article 7.3 applies to the Building Blocks.

25. SHARED FACILITIES

25.1 Ryde may let the venture work with facilities in Ryde's name, such as hosting, repositories and supplier accounts. The venture may use them for as long as the collaboration runs.

25.2 If the collaboration ends, or the venture becomes independent, Ryde transfers the facilities within a reasonable period. The costs of the transfer and of the use afterwards are for the venture.

26. SIMILAR IDEAS

26.1 Ryde talks to many founders and works on several ventures. The confidentiality of article 8 also applies here.

26.2 Ryde may work on similar ideas, alone or with others, as long as Ryde does not use confidential information of the founders or the venture in doing so.

27. TERMINATION

27.1 Either party may terminate the services in accordance with article 12.2. What the end means for shares and funding is set out in the documents referred to in article 22.1.