

AGREEMENT SUMMARY

Forward-Inc is proud of all entrepreneurs that have completed the DEP and are ready to take their business idea to the next level. This Agreement is a sign of great trust and confidence by the Forward team that you can be successful and achieve impact with your company. We sign it with you in good faith, knowing that our mission is to support you achieving your dreams. Any proceeds, in case you become highly successful (over 100.000 Euro in revenues per year or when raising an investment through our network), will be directly invested into programs for starting entrepreneurs like yourself.

Forward-Inc knows that Agreements (also called contract) can seem complicated sometimes. So to help you understand this agreement better, we have summarised the most important parts for you.

REMEMBER: This agreement is only for graduates of the DEP that get accepted into the Forward Incubator Program.

Agreement Date: The date the agreement is signed.

'Parties' (People): agreement Party 1 - Forward-Inc's legal name
agreement Party 2 - That's you!

'Whereas' (Basic Information): This part gives some more information to understand who is part of this agreement.

1. Forward Incubator Program

REMEMBER

This agreement is in total 7 years (7 years = 84 months),

1.1 Months 1 - 4: *This is the time it takes to complete the Forward Incubator Program*

As a graduate of the DEP you can be selected to the Forward Incubator ('FI') Program. It is a 4-month program from approximately 1st of November 2022 until 10th of March 2023. You get to go to 2 workshops per week and are assigned a coach and students who support you on your business journey. Forward-Inc also connects you to a network of companies and investors.

1.2 Months 5 - 60: *This is the remaining 56 months out of 60 (5 years)*

As a graduate of the DEP and potentially FI Program, Forward-Inc will keep supporting you and your business by continuing to give you access to the Forward-Inc community even after the two programs are finished (including things like mentoring, events and access to investors, to which we make you aware every month in our opportunity newsletter!).

1.3 Months 1 - 84: *This is the time that the Contribution amount can begin*
This is the 7 years that the agreement covers.

2. The Business

If you register your Business with the Chamber of Commerce during the FI program, or you already have a registered Business, then you will need to tell Forward-Inc as soon as possible. This also means that this agreement changes to make your business responsible for what you are allowed and aren't allowed to do for this agreement (instead of just you as a person).

3. Reports, Contribution and Exit Fee

3.1 If you do register your Business, you will need to send each year before the 28th of February - or 1 month after you are able to collect final VAT records over the previous calendar year - a copy of each of the Business's VAT-declarations from the previous year, to Forward-Inc. *(This helps Forward-Inc to understand the money your business is spending and making).*

- 3.2 If your Business makes revenues of €100,000 or more a year, you will pay 2% of this to Forward·Inc. This is called the Contribution and starts at the date of this agreement and goes for 7 years. You only pay 2% of 5 of your most successful years (the final year is 2029) even if they aren't in a row.¹ Forward·Inc will work out this amount and invoice you based on the VAT-declarations (*Dutch: "aangifte omzetbelasting"*) every year. (*This helps Forward·Inc pay for all the support you receive.*)

REMEMBER: *The Forward·Inc programs are free, so this helps us to support you and others. Also if your business doesn't make €100,000 during the 7 years from the agreement date you will not have to pay the 2%.*

- 3.3 If your Business raises an investment or obtains a loan through the Forward·Inc network, you need to pay 5% of the total amount of Financing to Forward·Inc. The Forward·Inc Network consists of any investor with which Forward·Inc has a direct connection to which we can provide a direct introduction.

- 3.4 You need to pay Forward·Inc the Contribution before the 1st of July of the next year.

So if you made €200,000 in revenues in 2022, you need to pay 2% - which is €4,000 - to Forward·Inc before 1st of July 2023.

- 3.5 You can ask Forward·Inc if you can postpone a Contribution payment for one year if your business is not in a good position to pay the amount owing. But this needs to be agreed by Forward·Inc.

- 3.6 If you sell or merge the Business, and you have not paid all 5 years to Forward·Inc for the Contribution, (this is part a), AND in the first 7 years since signing this agreement, you complete the FI Program (this is part b), then you will pay Forward·Inc a success fee of 2% of the total exit amount (also called the Exit Fee). It will have to do with the latest value of the Business's value on a cash and debt free basis of the Business in connection with the exit event that occurs.

- 3.7 You need to share any changes to your business during and after the FI Program is finished with Forward·Inc. This includes all information on registering the business, employment agreements and anything related to your successes. Also if you have found a job we ask you to share your employment agreement. (*This helps Forward·Inc to include your achievements into our data and impact report. This is important because we use this information to show people/investors and other entrepreneurs that these programs really help newcomer entrepreneurs!*)

4. Duration and termination of this agreement

- 4.1 Once you and Forward·Inc sign this agreement, it begins and only finishes when the 7 years is over and if relevant to you, the payments are made. You cannot cancel the agreement before it is finished, unless it is because of the reasons in clause 4.2 and 4.3.

- 4.2 Forward·Inc can cancel this agreement straight away and without having to give anything, if one of the following things happens:

(i) You breach (break the agreements of) the agreement, including no or late payment;

(i) You do not perform well in the group in the Forward Incubator Program. Doing things like: repeatedly not showing up to meetings without informing the facilitators or not doing what you have been asked to do;

¹ For example, If the Business makes revenue in year 2022 a total of €150,000, in 2023 of €80,000, in 2024 of €160,000, in 2025 of €165,000, in 2026 of €170,000, in 2027 of €175,000, the revenues of the years 2022, 2024, 2025, 2026, 2027 will be taken into account as the Contribution and the revenue of the year 2023 will not.

- (ii) There are more serious bad behaviours or actions you do that forces Forward-Inc to urgently cancel the agreement. There is Dutch law that covers this area, it's the same as if you were an employee and you behave or act very badly. An example is theft of data of Forward-Inc;
 - (iii) If you seek help to pay your debts or go bankrupt; or
 - (iv) If you seriously hurt the reputation of Forward-Inc, its partners, students, coaches and/or other participants of the FI Program.
- 4.3 You and Forward-Inc can agree to cancel the agreement together if it is clear the business won't work or be registered. If this happens you do not need to pay Forward-Inc the Exit Fee. If this is agreed together, the agreement is cancelled immediately.

5. Confidentiality

It is really important that during the agreement and after it ends, that you do not share very private and important information with other people or companies. Unless you have to do so because of Dutch law.

6. Miscellaneous

- 6.1 This agreement can be signed on different pieces of paper or digitally and when put together as one document, this is then the original one.
- 6.2 This agreement is now the main agreement between you and Forward-Inc. This means that any communications, understandings and agreements (written or spoken) between you and Forward-Inc before this agreement is cancelled.

7. Applicable Law:

The laws of the Netherlands apply to this agreement because Forward-Inc is registered and based in this country. This also means that if there is any disagreement between you/your business and Forward-Inc, then the Netherlands laws and courts will help resolve any problems.

Signing Page: This is where Forward-Inc's Managing Director and You sign to show you agree to being part of this agreement.