

## **General terms and conditions Tekenkamer van de Industrie B.V.**

### **Article 1. Definitions**

The definitions below, when capitalized, shall have the following meaning in the context of these general terms and conditions:

- a. Advisor: the natural or legal person acting as an independent consultancy provider that enters into an Agreement with the Client to provide Advisory Services;
- b. Agreement: the contract between the Client and the Advisor, including the Assignment confirmation (including any Work plan or proposal) and these general terms and conditions, as amended in writing from time to time;
- c. AI Tools: software and services using machine learning or other artificial intelligence techniques (including hosted large language models) used to support the performance of the Assignment.
- d. Assignment: the specific advisory engagement accepted by the Client, as described in the Advisor's written offer, assignment confirmation and/or Work plan, including any agreed milestones, deliverables, and fees;
- e. Client: the natural person or the legal entity who/which has provided the Advisor with the Assignment to execute Advisory Services;
- f. Confidential Information: has the meaning as given in Article 15.
- g. Documents: all data and information in any form (including but not limited to written materials, datasets, records, models, software, access credentials and correspondence) provided by the Client or on the Client's behalf in connection with the Assignment;
- h. Deliverables: the results produced by the Advisor in performing the Assignment, including but not limited to reports, analyses, advice, recommendations, presentations or models produced under the Assignment;
- i. Parties: the Advisor and the Client jointly and Party meaning either one of them;
- j. SubAdvisor: any third party (including partner companies and independent Advisors) engaged by the Advisor to assist in the performance of the Assignment;
- k. Work: the services and activities performed by the Advisor under the Assignment.
- l. De Tekenkamer®: registered Benelux trademark (registration number 1541416) of Tekenkamer van de Industrie B.V. Any use of the name "De Tekenkamer" in these Terms refers to this registered trademark.

### **Article 2. Applicability**

1. These general terms and conditions apply to and form an integral part of all offers, Assignments and Agreements under which the Advisor provides Advisory Services to the Client.
2. Any deviation from, or addendum to, these general terms and conditions, is valid only if expressly agreed in writing, for example, in the Agreement or in a (further) written Assignment confirmation.
3. If there is a conflict between the provisions of these general terms and conditions, the Agreement, and the Assignment confirmation Letter, the Agreement prevails, followed by the Assignment confirmation Letter, and finally these general terms and conditions.
4. These general terms and conditions also apply to any additional or subsequent Assignments.
5. If and to the extent the Parties expressly agree in writing that a contracting authority's mandatory terms shall prevail, those terms shall take precedence over these general terms and conditions solely in the event of a direct conflict and solely for the relevant Assignment. All other provisions of these general terms and conditions remain in full force and effect.

### **Article 3. Client data**

1. The Client shall, in a timely manner, provide the Advisor with all Documents, access, decisions, and contacts reasonably required for the Assignment and shall ensure the availability of appropriate contact persons for agreed touchpoints (including kick-off, interim meetings, mid-term review and closure).
2. The Client assures the accuracy, completeness and reliability of the Documents provided by the Client, also if these originate from third parties, in so far as this does not follow otherwise from the nature of the Assignment.
3. The Client assures the Advisor that it has all rights, consents and authorisations necessary to provide Documents (including third-party data and any personal data) for the Assignment, and that providing such Documents and the Advisor's use thereof for the Assignment do not infringe any third-party rights or confidentiality obligations.
4. If specific confidentiality requirements apply to Documents, the Parties will conclude a separate non-disclosure agreement; in the absence thereof, Article 15 applies.

### **Article 4. Execution of the Assignment**

1. An Assignment and Agreement come into effect when:
  - (i) the Advisor submits a written offer or proposal to the Client; and
  - (ii) the Client accepts the offer or proposal in writing (including by email); and
  - (iii) the Advisor confirms the Assignment in writing.
2. The Assignment confirmation specifies the scope of Work, deliverables, planning, fees, and any specific terms applicable to the Assignment.
3. The Advisor will perform the Assignment independently, professionally and with due care on a best-efforts basis. Unless expressly agreed otherwise in writing, the Advisor does not warrant that any specific result will be achieved.
4. The scope of Work, deliverables, milestones and planning are as set out in the Assignment (including any Work plan). Changes to the Assignment will be agreed in writing by Parties (including by email) and may affect fees, planning and deliverables.
5. Unless otherwise stated, proposals and offers are valid for thirty (30) days from their date, after which they expire and the Advisor may revise terms, scope, or pricing.
6. The Advisor may, without prior consent, engage SubAdvisors where this is efficient or beneficial for the Assignment. The Advisor remains responsible for coordination of the Advisory Services. Costs of SubAdvisors and third-party tools will be charged to the Client (directly as part of the offer and Assignment or separately with prior approval of Client).
7. Any planning or delivery dates are indicative unless expressly agreed as binding. Delays or deficiencies in the Client's cooperation or access to Documents entitle the Advisor to adjust planning and fees reasonably to reflect the impact.
8. The Advisor may use AI Tools (including AI-note taking) and other technologies to support performance of the Assignment, provided that appropriate confidentiality and security safeguards are applied. If the Client requires use of the Client's own AI tools or environments, the Client is responsible for access, licensing and any processing terms applicable to those tools or environments.
9. Audio or video recordings of meetings or calls will only be made with the express prior consent of both Parties.
10. Each Party will impose the obligations under this article on any third parties it engages.

## **Article 5. Intellectual Property**

1. All intellectual property rights existing prior to or independent of the Assignment, and all improvements, modifications and derivative works thereto (Background IP), including models, methods, templates, software and development environments of the Advisor or its licensors (including partner companies), shall remain the exclusive property of the Advisor or such licensors. No transfer of Background IP is intended or effected under the Agreement.
2. Subject to full payment of all amounts due, the Client acquires ownership of (documents and reports) and/or an exclusive right (such as tools and software developed specifically on the Client's instructions) in the bespoke Deliverables that are specifically created for the Client under the Assignment, excluding any Background IP embedded therein, unless explicitly agreed otherwise. To the extent Background IP is included in Deliverables, the Client receives a non-exclusive, non-transferable, perpetual license to use such Background IP strictly as incorporated in the Deliverables for its internal business purposes.
3. Tools, models, methods, templates, software and development environments used to perform the Assignment (including any enhancements created during the Assignment) remain the property of the Advisor or its licensors. The Client is granted a non-exclusive, non-transferable license to use the Deliverables for its internal business purposes. The Client shall not reverse engineer, decompile, or remove proprietary notices from the Deliverables or any Background IP.
4. The Advisor may reuse its know-how and non-confidential, de-identified learnings gained in the Assignment. Publication of Deliverables or release under a public or open-source license will only occur with the Client's prior written consent.
5. If any invention, discovery, or innovation capable of patent protection arises during performance of the Assignment (an "Invention"), the Party whose employee or Advisor conceived the Invention shall promptly disclose it to the other Party. The Parties will discuss in good faith the appropriate protection strategy (patent application, trade secret, or publication) and ownership allocation, considering each Party's contribution. Costs and potential revenues will be shared proportionally unless otherwise agreed.

## **Article 6. Force Majeure**

1. If the Parties cannot, not in a timely manner, or not properly fulfil their obligations under the Agreement due to force majeure within the meaning of Section 6:75 of the Dutch Civil Code, those obligations are suspended until performance can resume as agreed.
2. In the situation referred to in 6.1, each Party may terminate the Agreement, in whole or in part, by written notice with immediate effect, with no compensation being due.
3. If, when the force majeure situation occurs, the Advisor has already partially fulfilled the agreed obligations, the Advisor may invoice that part separately on an interim basis, and the Client shall pay that invoice as if it concerned a separate transaction.

## **Article 7. Fee and costs**

1. Work performed by the Advisor will be charged to the Client, based on time spent and costs incurred, unless Parties have agreed expressly otherwise in the Assignment such as, for example, payment of a fixed price. Payment of the fee is not dependent on the result of the Work, unless agreed otherwise in writing. Travel time and accommodation costs for the Work will be charged separately.
2. In addition to the fee, the expenses incurred by the Advisor and the invoices of third parties engaged by the Advisor will be charged to the Client.

3. The Advisor has the right to require an advance payment from the Client. Failure to make the advance payment (in a timely manner) may be a reason for the Advisor to (temporarily) suspend the Work.
4. If fees or prices change after Agreement comes into effect but before the Assignment is fully executed, the Advisor is entitled to adjust the agreed rate accordingly, unless expressly agreed otherwise.
5. All fees and costs are exclusive of VAT and other taxes, levies or duties, which shall be charged where applicable.
6. Additional work requested by the Client or required due to changes in scope, assumptions or dependencies will be billed at the agreed rates or, if no rate was agreed, at the Advisor's then-current (hourly) rates.

#### **Article 8. Payment**

1. The Advisor may require an advance payment from the Client. The remainder will be invoiced in monthly instalments during performance of the Assignment.
2. Payment of amounts owed to the Advisor must be made by the Client within 30 days after the invoice date, without any deduction, reduction, suspension, or setoff, unless agreed otherwise (for example, for advance payments). The payment date is the date the amount is credited to the Advisor's account.
3. If the Client has not paid within the period referred to in 8.2, the Client will be in default by operation of law, and statutory (commercial) interest will apply from that time. Failure to make any (advance) payment on time may be a reason for the Advisor to (temporarily) suspend the Work.
4. If the Client has not paid within the period referred to in 8.2, the Client will be obliged to pay all judicial and extrajudicial (collection) costs actually incurred by the Advisor. Reimbursement of the costs incurred is not limited to any cost order determined by a court.
5. In the event of a jointly provided Assignment, the Clients will be jointly and severally liable for the invoice amount and any interest and costs owed.
6. If, in the Advisor's opinion, the Client's financial position or payment record gives cause, or if the Client fails to make an advance payment or to pay an invoice within the applicable term, the Advisor may require the Client to promptly provide (additional) security in a form determined by the Advisor. If the Client fails to provide the required security, the Advisor may immediately suspend further performance of the Agreement, without prejudice to other rights, and all amounts the Client owes to the Advisor on any basis will become immediately due and payable.
7. Objections to an invoice do not suspend the Client's payment obligations and the Client is not entitled to set off or suspend any payment obligations against any claim it may have against the Advisor.

#### **Article 9. Periods/terms**

1. If a period/term has been agreed between the Client and the Advisor within which the Assignment must be executed and the Client omits to: (a) make an advance payment - if agreed - or (b) provide the necessary Documents, access, decisions, contact details, or other required cooperation in a timely and complete manner, the Client and the Advisor will consult on a new period/date for execution of the Assignment.
2. Periods/terms for completing the Work are final deadlines only if expressly agreed in writing by the Client and the Advisor.

## **Article 10. Liability and Indemnity**

1. The Client is solely responsible for any decisions regarding the implementation, adoption or use of the Advisor's recommendations, advice and Deliverables. The Advisor provides advisory services only and does not assume responsibility for implementation decisions, business outcomes, or consequences of the Client's use of the Deliverables.
2. The Advisor is not liable for any loss or damage on the part of the Client when the Client has provided no, inaccurate or incomplete Documents to the Advisor, or because these have not been provided in a timely manner.
3. The Advisor is not liable for any indirect loss or damage, such as lost profit, lost savings, loss due to business interruption or other consequential loss including where such loss results from the Advisor's non-performance, late performance or unsatisfactory performance.
4. Any further liability on the part of the Advisor is limited to compensation of direct loss or damage that is the direct result of (a connected series of) attributable failure(s) in executing the Assignment. Direct loss or damage includes, among other things: the reasonable costs incurred to establish the cause and extent of the damage; the reasonable costs incurred to ensure that the Advisor's performance complies with the Agreement, and the reasonable costs incurred to prevent or limit the damage.
5. The Advisor's (and its employees') professional liability is limited to the amount covered by its professional liability insurance. If no amount is paid out by the insurer, liability for total damages arising out of or connected with the Assignment is limited to the amount received by the Advisor from the Client for that Assignment in the twelve (12) months preceding the event giving rise to liability. Any liability other than the aforementioned professional liability is expressly excluded. These liability limitations do not apply in cases of intent or wilful recklessness. Every compensation claim will expire one year after the date on which the Client became aware, or should reasonably have become aware, of the damage and of the Advisor's liability for the damage.
6. The Client shall indemnify and hold the Advisor harmless from third-party claims and related damages and costs arising from (i) the Client's use or implementation of the Deliverables, (ii) Documents provided by or on behalf of the Client (including alleged infringement or breach of confidentiality), and (iii) the Client's breach of the Agreement.
7. In the event of any claim covered by the indemnity in Article 10.6, the Client shall promptly notify the Advisor in writing and shall have the right to control the defense of such claim with counsel of its choice, provided such counsel is reasonably acceptable to the Advisor. The Advisor may participate in the defense with counsel of its own choosing at its own expense. The parties shall cooperate in good faith in the defense and settlement of any such claim. Neither party may settle any claim without the other party's prior written consent, which shall not be unreasonably withheld or delayed.
8. A connected series of attributable failures counts as one single attributable failure.

## **Article 11. Termination**

1. Each Party may terminate the Agreement in whole or in part with immediate effect if the other Party materially breaches the Agreement and, to the extent the breach can be cured, fails to cure such breach within fourteen (14) days after written notice.
2. Either Party may terminate the Agreement with immediate effect if the other Party is granted suspension of payments, is declared bankrupt, or is otherwise unable to pay its debts as they fall due.
3. Upon termination, the Client shall pay for all Advisory Services performed and costs reasonably incurred (including committed SubAdvisor costs) up to the effective date of termination.

## **Article 12. Right of suspension**

1. The Advisor may suspend performance of the Assignment, wholly or in part, if the Client fails to meet its obligations (including payment) after being notified thereof, without prejudice to any other rights.
2. Any reasonable additional costs arising from a suspension for reasons attributable to the Client shall be borne by the Client.

## **Article 13. Expiry period**

1. Any claim against the Advisor arising from or in connection with the Assignment shall lapse if the Client has not given written notice of the claim, describing it in reasonable detail, within three (3) months after the Client became aware or reasonably should have become aware of the grounds for the claim.
2. All claims against the Advisor expire no later than twelve (12) months after the end of the Assignment.
3. The foregoing expiry periods do not affect the Client's obligation to pay undisputed invoices when due.

## **Article 14. Publicity**

1. Advisor may refer to Client's name and display Client's logo in Advisor's client lists and proposals, subject to Client's prior written consent, such consent not to be unreasonably withheld or delayed. Any case studies, quotes or disclosures beyond name/logo require Client's prior written approval of the specific content.
2. No confidential information or Deliverable content will be disclosed without Client's prior written approval.

## **Article 15. Confidentiality**

1. Each Party shall keep all Confidential Information strictly confidential and shall not disclose it to any third party without the prior written consent of the disclosing party. "Confidential Information" means all non-public information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to: business plans, financial information, customer data, pricing, trade secrets, intellectual property, technical specifications, and the terms of this Agreement.
2. Each party shall: (i) use Confidential Information solely for the purposes of performing its obligations under this Agreement; (ii) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information but no less than reasonable care; and (iii) limit access to Confidential Information to those employees, agents, and Advisors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein.
3. The confidentiality obligations do not apply to information that: (i) was publicly known at the time of disclosure; (ii) becomes publicly known through no fault of the receiving party; (iii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iv) is approved by the disclosing party for disclosure in writing; or (v) is required to be disclosed by law or court order, provided the receiving party gives the disclosing party prompt written notice and an opportunity to object or seek confidential treatment.

4. Upon termination of this Agreement or upon written request, each party shall return or destroy all Confidential Information of the other party.
5. The confidentiality obligations under this section survive for five (5) years after the termination or expiration of this Agreement.

#### **Article 16. Miscellaneous**

1. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other party, except that either party may assign to an affiliate or in connection with a merger, acquisition or sale of substantially all assets, provided the assignee assumes all obligations.
2. The Advisor may reference the Client's name and the nature (but not the contents) of the Assignment in proposals and marketing materials only with the Client's prior written consent.
3. Sections 404, 407(2) and 409 of Book 7 of the Dutch Civil Code are expressly excluded. The Assignment is accepted and performed by the Advisor as an organisation; Client is not entitled to require performance by any specific individual. If multiple service providers are engaged, Advisor is only liable for its own attributable failures, subject to the agreed limitations, and the Assignment does not terminate due to the death or unavailability of any natural person involved.
4. These general terms and conditions are available in Dutch and English. If there is any difference or conflict between these two, the English text prevails.
5. Advisor may amend these general terms and conditions from time to time. Advisor will notify Client in writing (including by email) and publish the amended version at least thirty (30) days before it takes effect. The amended Terms apply to (i) new Assignments accepted on or after the effective date and (ii) renewals, extensions and new phases of existing Assignments commencing on or after the effective date, unless Parties agree otherwise in writing.
6. The provisions in the Assignment, that expressly or by their nature are intended to survive the end or termination of the Assignment, will remain in force. This includes articles 5 (Intellectual Property), 7 (Fee and costs), 8 (Payment), 10 (Liability and Indemnity), 13 (Expiry period), 15 (Confidentiality), and 17 (Applicable law and choice of forum).

#### **Article 17. Applicable law and choice of forum**

1. These general terms and conditions are governed by Dutch law.
2. Disputes arising out of or in connection with these term and conditions will be submitted to the competent court of Amsterdam, the Netherlands, with proceedings conducted in English, if relevant.

#### **Article 18. Repair clause**

1. If any provision of these general terms and conditions or of the underlying Assignment/Agreement is wholly or partly void, invalid, or unenforceable as a result of statute, court decision, or otherwise, the remaining provisions will continue in full force.
2. If any provision in an Assignment, or any part of it, cannot be relied on in law, the rest of the Assignment will remain in full force. The affected provision will be deemed adjusted to the minimum extent necessary to make it enforceable, preserving the parties' original intent as much as possible.