STANDARD TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In this Agreement:

- **"Affiliate"** means, in relation to a person, any entity that directly or indirectly controls, is controlled by, or is under common control with that person.
- **"Agreement"** means this services agreement, comprising Part A, Part B, and any annex expressly incorporated into it.
- **"Business Day"** means a day other than a Saturday, Sunday, or public holiday in the Netherlands.
- **"Change"** means any change to the Services, Deliverables, assumptions, timetable, delivery format, personnel profile, scope, volumes, or commercial terms.
- **"Client"** means the client identified in Section A1(2) of Part A.
- **"Client Materials"** means all information, data, content, documents, instructions, materials, systems, brands, and other items supplied or made available by or on behalf of the Client for the purposes of the Services.
- **"Confidential Information"** means any information of a confidential nature disclosed by or on behalf of one party to the other in connection with this Agreement, whether in oral, written, visual, digital, or other form, including business, financial, strategic, commercial, technical, operational, and personal data, know-how, pricing, plans, and the terms of this Agreement, but excluding information which:
  (a) is or becomes public other than through a breach of this Agreement;
  (b) was lawfully known to the receiving party before disclosure;
  (c) is lawfully received from a third party without restriction; or
  (d) is independently developed without use of the disclosing party's Confidential Information.
- **"Data Protection Laws"** means all applicable laws and regulations relating to privacy, data protection, and the processing of Personal Data, including the GDPR and any implementing or supplementary Dutch legislation.
- **"Deliverables"** means the final deliverables expressly identified as included deliverables in Section A3 of Part A.
- **"Effective Date"** means the date stated in Section A2 of Part A.
- **"Fees"** means the fees, rates, charges, and other amounts payable by the Client under this Agreement.
- **"Force Majeure Event"** means an event or circumstance beyond the reasonable control of the affected party, including but not limited to, a natural disaster, epidemic, pandemic, war, terrorism, civil unrest, governmental restriction, sanctions, labour disruption not limited to the affected party's own workforce, widespread platform or telecom outage, cyber incident by a third party, power failure, transport disruption, venue unavailability, border restriction, or illness/incapacity of named key personnel where the Services are personal in nature and reasonable substitution is not practicable.
- **"GDPR"** means Regulation (EU) 2016/679.
- **"Intellectual Property Rights"** means copyright and related rights, database rights, design rights, trade marks, trade names, rights in inventions, patents, utility models, domain names, rights in confidential information and trade secrets, rights in software, rights in data, and all similar or equivalent rights anywhere in the world, whether registered or unregistered, including applications and rights to apply for them.
- **"Part A"** means the commercial terms set out in Part A of this Agreement.
- **"Part B"** means these standard legal terms.
- **"Personal Data**, **Process**, **Processing**, **Controller"** and "**Processor"** have the meanings given in applicable Data Protection Laws.
- **"Personnel"** means a party's employees, officers, directors, representatives, contractors, consultants, and permitted subcontractors.
- **"Provider"** means the provider identified in Section A1(1) of Part A.
- **"Provider Materials"** means:
  (a) all materials, tools, templates, frameworks, methodologies, know-how, systems, software, workflows, prompts, models, training materials, notes, forms, checklists, content, and other materials owned, controlled, created, used, adapted, refined, or developed by or on behalf of the Provider before, during, or after the engagement;
  (b) all Intellectual Property Rights in the Services and Deliverables; and
  (c) all drafts, working materials, internal analyses, preparatory materials, and underlying know-how used in performing the Services.
- **"Services"** means the services described in Section A3 of Part A, together with any agreed Change.
- **"Session"** means any scheduled coaching session, consulting session, workshop, training session, review meeting, or other booked service slot.
- **"Term"** means the term stated in Section A2 of Part A, as extended or earlier terminated in accordance with this Agreement.
- **"Third Party Costs"** means any third-party costs, charges, licences, subscriptions, travel, accommodation, venue, printing, fulfilment, courier, transcription, translation, hosting, or similar out-of-pocket costs incurred for the purposes of the engagement.

1.2 In this Agreement, unless the context requires otherwise:
(a) headings are for convenience only and do not affect interpretation;
(b) the singular includes the plural and vice versa;

(c) a reference to a person includes a natural person, partnership, sole proprietor, company, corporation, association, governmental body, or other entity;
(d) "including" means including without limitation; references to law include amendments, extensions, re-enactments, and subordinate legislation; and
(e) references to "writing" or "written" include email, unless this Agreement expressly requires a signature or original.

2. Contract Formation, Structure, and Applicability

1 This Agreement comes into force on the Effective Date.
2 Part A sets out the engagement-specific commercial terms. Part B sets out the standard legal terms applying to the engagement.
3 This Agreement applies to all Services and Deliverables supplied by the Provider to the Client under the engagement foreseen in Part A.
4 Any Client terms, purchase order conditions, procurement terms, vendor terms, portal terms, or similar documents shall not apply, even if referenced by the Client, unless the Provider expressly accepts them in writing by signed amendment.
5 A purchase order is administrative only and does not create obligations beyond those set out in this Agreement unless expressly agreed in writing by the Provider.

3. Scope of Services; Advisory Nature; Provider Discretion

3.1 The Provider shall perform the Services with reasonable skill and care and in accordance with the scope foreseen in Part A.
3.2 The Services are advisory, consultative, educational, developmental, and/or facilitative in nature unless Section A3 of Part A expressly states otherwise.
3.3 Unless expressly stated otherwise in Section A3 of Part A and lawfully permitted, the Services do not constitute legal advice, tax advice, accounting advice, audit services, regulated financial advice, brokerage, psychotherapy, medical advice, diagnosis, treatment, or any other regulated professional service.
3.4 Notwithstanding clause 3.1 above, the Provider does not warrant or guarantee any particular outcome, result, performance level, commercial success, operational improvement, behavioural change, or implementation success. The Provider shall provide the Services on a best effort basis (*inspanningsverplichting).*
3.5 The Client retains sole responsibility for:
(a) all management, operational, legal, financial, hiring, personnel, investment, and commercial decisions arising out of, or in connection with, the engagement of the Provider in respect of the Services and Deliverables;
(b) whether and how any recommendation or Deliverable is implemented; and
(c) compliance with laws, internal policies, contractual obligations, and regulatory requirements applicable to the Client and/or its business.
3.6 The Provider shall have absolute discretion over the methods, sequencing, timing, tools, means, workflows, and personnel used to perform the Services.
3.7 Unless expressly agreed otherwise by the Provider in writing, the Provider is not obliged to provide any Deliverable in editable, source, raw, native, or working-file format.
3.8 Unless Part A expressly provides otherwise, the Services are non-exclusive and the Provider may provide services to other clients, including clients in similar sectors, provided that the Provider complies with its confidentiality obligations.
3.9 The Provider may use reasonable business tools, collaboration systems, productivity tools, research tools, transcription tools, and AI-assisted tools in performing the Services, provided that the Provider remains responsible for the Services and uses such tools in a manner consistent with this Agreement and applicable law.

4. Delivery Remotely, In Person, or Both

4.1 The Services may be delivered remotely, in person, or through a combination of both, as specified in Section A4 of Part A or as otherwise agreed in writing.
Remote delivery
4.2 For remote delivery:
(a) the Provider may use any digital communications platform(s);
(b) the Client shall ensure timely access for relevant attendees, a suitable technical set-up, and a reasonably private and appropriate environment;
(c) the Client is responsible for its own connectivity, devices, software compatibility, bandwidth, internal access restrictions, and IT environment;
(d) if a remote Session is disrupted by Client-side connectivity, access, environment, device, or attendee issues, the time reserved may still be treated as used and chargeable; and
(e) if a disruption is caused primarily by the Provider, the Provider shall use reasonable efforts to reconnect, continue by alternative means, reschedule the affected portion, or provide a reasonable credit, as the Provider considers appropriate.
4.3 Neither party may record, photograph, screen-record, or otherwise capture any Session without the other party's prior written consent, except where recording is expressly required by applicable law.
4.4 Where recording is permitted, the parties shall agree in advance the purpose, ownership, retention, access, and use restrictions. Unless expressly agreed otherwise, any authorised recording made by the Provider is a Provider Material.
In-person delivery

4.5 For in-person delivery, the Client shall, at its own cost (unless Section A4 of Part A provides otherwise):
(a) provide safe, lawful, and suitable premises and facilities;
(b) ensure timely site access, workspace, utilities, internet access if needed, and any agreed equipment;
(c) provide in advance any site rules, induction requirements, health and safety requirements, security procedures, or access constraints;
(d) ensure that attendees behave appropriately and lawfully; and
(e) ensure that the premises are reasonably fit for the intended activity.

4.6 The Provider may refuse to perform or continue in-person Services where the premises, conditions, conduct, access arrangements, or instructions are unsafe, unlawful, abusive, materially unsuitable, or inconsistent with the Agreement.

4.7 Travel time and travel-related costs shall be charged or reimbursed as stated in Section A10 of Part A. If Section A10 of Part A is silent, reasonable travel and accommodation costs actually and properly incurred for agreed in-person Services shall be reimbursable, and travel time shall be chargeable only if expressly agreed in writing.

Change of delivery format

4.8 If it is reasonably necessary for operational, legal, safety, health, travel, venue, regulatory, or force majeure reasons, the Provider may:
(a) switch an in-person element to remote delivery;
(b) reschedule the affected Services;
(c) replace the delivery platform or location with a reasonable alternative; and/or
(d) suspend the affected part of the Services until a practicable format is available.

4.9 A change of delivery format under clause 4.8 shall not by itself constitute breach, and the Fees shall remain payable subject to any express adjustment separately agreed in writing.

5. Client Responsibilities, Cooperation and Approvals,

5.1 The Client shall:
(a) cooperate in good faith and in a timely manner;
(b) provide accurate, complete, and timely Client Materials, access, instructions, decisions, and approvals;
(c) ensure availability of relevant personnel and decision-makers;
(d) comply with Section A5 of Part A; and
(e) promptly notify the Provider of any matter likely to affect scope, timing, assumptions, or delivery.

5.2 The Provider may rely on Client Materials and on information supplied by or on behalf of the Client without independently verifying its completeness, accuracy, legality, or fitness for purpose.

5.3 The Provider shall not be responsible for delays, non-performance, additional work, or reduced usefulness of the Services to the extent caused by:
(a) inaccurate or incomplete Client Materials;
(b) late or missing Client inputs, approvals, or attendance;
(c) Client-side technical issues, access issues, or site issues;
(d) third-party acts or omissions under the Client's control; or
(e) changed assumptions, instructions, or priorities.

5.4 Where the Provider requests feedback, comments, decisions, or approvals, the Client shall respond within five (5) Business Days.

5.5 If the Client fails to respond on time, the Provider may:
(a) proceed on the basis of the last available information or draft;
(b) treat the resulting impact as a Change; or
(c) pause the affected Services until the required response is received.

5.6 The Client shall ensure that all attendees, participants, and personnel involved on the Client side comply with reasonable conduct standards and do not act abusively, unlawfully, discriminatorily, or disruptively.

5.7 Unless expressly agreed in writing, the Client shall not provide to the Provider any special-category personal data, highly sensitive personal data, criminal data, health data, or similarly sensitive information that is not reasonably necessary for the engagement.

5.8 Where the Services involve coaching, facilitation, or training, attendance, participation, follow-through, and implementation remain the Client's responsibility.

6. Changes to Scope

6.1 No Change shall bind the Provider unless agreed in writing.

6.2 The Client may request a Change at any time. The Provider may issue a written change proposal addressing any revised scope, assumptions, fees, expenses, timing, delivery format or other consequences.

6.3 The Provider is not obliged to commence any requested Change unless and until it is agreed in writing.

6.4 If the Client requests work that is outside the scope of the agreed Services and the Provider performs it at the Client's request or with the Client's approval, that work shall be chargeable at the Provider's then-current standard rates or at such other rates as the parties agree.

6.5 A Change may be deemed necessary where assumptions, volumes, participant numbers, locations, data availability, access, or Client instructions materially differ from those set out or assumed in Part A.

7. Personnel and Subcontracting

7.1 The Provider may allocate, replace, or reassign its Personnel in its discretion, provided that the replacement is reasonably capable of performing the relevant role.

7.2 The Provider may subcontract all or any part of the Services.

7.3 The Provider shall remain responsible for the performance of Services carried out by its permitted subcontractors, subject always to the limitations and exclusions in this Agreement.

8. Fees, Invoicing, Taxes, Payment, and Expenses

8.1 The Client shall, in accordance with Section A7-A10 of Part A and this clause 8:
(a) pay the Fees; and
(b) reimburse any agreed and legitimately incurred expenses, disbursements, and Third Party Costs which are incurred by Provider in the performance of the Services and which are not already included within the Fees.

8.2 Unless expressly stated otherwise, all Fees and other amounts due hereunder are exclusive of VAT and any similar sales, use, turnover, or indirect taxes, which shall be payable by the Client in addition where applicable.

8.3 The Provider may invoice:
(a) in the case of Fees, on or after the dates or triggers stated in Section A8 of Part A;
(b) in the case of any agreed and legitimately incurred expenses, disbursements, and Third Party Costs not included within the Fees, at any time following their incurrence by Provider; and
(c) in any case, on or following termination under clause 12 for any and all accrued amounts and amounts payable.

8.4 Invoices are payable in full by the due date stated in Section A9 of Part A, without set-off, counterclaim, withholding, deduction, or defence, except to the extent required by mandatory law.

8.5 If the Client is required by law to withhold or deduct tax from any payment, the Client shall:
(a) make the required withholding or deduction;
(b) promptly provide evidence of it to the Provider; and
(c) gross up the payment so that the Provider receives the amount it would have received absent the withholding or deduction, except to the extent prohibited by mandatory law.

8.6 If the Client requires a purchase order, vendor registration, billing code, or similar administrative step, the Client shall ensure that the relevant information is provided promptly and correctly. Failure to do so shall not relieve the Client of its payment obligations or extend the due date unless the Provider expressly agrees otherwise.

8.7 If any amount is overdue, the Provider may, to the fullest extent permitted by law:
(a) charge statutory commercial interest as referred to in Articles 6:119a and 6:120 of the Dutch Civil Code from the due date until actual payment;
(b) charge reasonable recovery, legal, and collection costs; and
(c) recover any fixed statutory compensation or minimum collection charge available under applicable law.

8.8 Acceptance or partial payment by the Provider does not waive any rights in respect of the remaining balance.

9. Suspension Rights

9.1 Without prejudice to any other right or remedy, the Provider may suspend performance of all or part of the Services immediately, or on notice, if:
(a) any invoice is overdue;
(b) the Client materially breaches this Agreement;
(c) the Client fails to provide required input , access, approvals, or cooperation;
(d) there is a reasonable concern regarding legality, regulatory risk, sanctions, fraud, abusive conduct, site safety, or data security; or
(e) continued performance would require the Provider to act contrary to law, professional ethics, or a third-party legal obligation.

9.2 During suspension, the Provider shall have no liability for resulting delay, non-delivery, missed milestones, or wasted Client costs to the extent caused by the suspension event.

9.3 Suspension does not relieve the Client from its obligation to pay Fees already due or falling due for reserved time, work performed, or committed costs.

10. Scheduling, Cancellation, Postponement, Rescheduling, and No-Shows

10.1 Sessions, workshops, and other scheduled Services are subject to the Provider's availability and any scheduling rules in Section A2 of Part A.

10.2 With respect to cancellation, postponement, or rescheduling, the following default rules apply:
(a) individual remote Sessions or meetings cancelled or rescheduled by the Client with fewer than two (2) Business Days' notice may be charged in full;
(b) remote workshops or group sessions cancelled or rescheduled by the Client with fewer than five (5) Business Days' notice may be charged in full;
(c) in-person Services cancelled or rescheduled by the Client with:
(i) fewer than ten (10) Business Days' notice may be charged in full; and
(ii) ten (10) or more but fewer than twenty (20) Business Days' notice may be charged at fifty per cent (50%) of the relevant Fees;
and, in each case, the Client shall also reimburse all non-refundable or reasonably committed travel, accommodation, venue, catering, material, and other Third Party Costs.

10.3 Without prejudice to clause 10.2, the Provider may also charge for:
(a) work already performed; and
(b) preparation time already spent.

10.4 If the Client or any required participant fails to attend, arrives materially late, is unavailable, lacks required access, or is unable to participate for Client-side

reasons, the relevant Session or time slot may be treated as fully delivered and chargeable.

10.5 Unless the Provider elects otherwise, a Session shortened by a Client's lateness shall still end at the originally scheduled time.

10.6 If the Provider reschedules or cancels a booked Session or event for reasons within the Provider's reasonable control, the Provider shall use reasonable efforts to agree a replacement time. Failing that, the Client's sole remedy shall be a pro rata credit or refund of prepaid Fees for the affected undelivered portion, excluding any other liability.

10.7 This clause 10 is without prejudice to any mandatory statutory withdrawal right or termination right that cannot lawfully be excluded.

11. Term and Termination

11.1 This Agreement starts on the Effective Date and continues for the Term unless earlier terminated in accordance with this Agreement.

11.2 Either party may terminate this Agreement by written notice:

(a) if the other party commits a material breach and, if the breach is capable of remedy, fails to remedy it within fourteen (14) days after receiving written notice requiring remedy; and

(b) in accordance with clause 13.4 and 13.5 below.

11.3 Notwithstanding clause 11.2, the Provider may terminate this Agreement immediately by written notice if:

(a) the Client becomes insolvent, is subject to bankruptcy, suspension of payments, liquidation, or analogous proceedings, or is unable to pay debts as they fall due;

(b) the Client engages in unlawful, threatening, abusive, discriminatory, harassing, or unsafe conduct toward the Provider or Provider Personnel;

(c) a conflict of interest, ethical issue, sanctions issue, regulatory issue, reputational risk, or legal prohibition arises which makes continued performance reasonably inappropriate; or

(d) the Client's lack of cooperation makes continued performance impracticable or commercially unreasonable.

12. Consequences of Termination

12.1 Termination or expiry shall not affect any rights, remedies, liabilities, or obligations accrued up to the termination date.

12.2 On termination or expiry:

(a) all Fees and other amounts accrued, invoiced, or properly chargeable up to the termination date become immediately due and payable;

(b) the Client shall pay for all Services performed up to the termination date;

(c) the Client shall pay for reserved time, committed capacity, preparation time, and unavoidable Third Party Costs to the extent chargeable under this Agreement; and

(d) the Provider may cease work immediately.

12.3 To the extent the Client has fully paid the relevant Fees, the Client may continue to use final Deliverables already delivered, subject to clause 16.

12.4 On request, each party shall return or destroy the other party's Confidential Information in its possession or control, save that a party may retain copies:

(a) to the extent required by law or regulation;

(b) in secure back-up systems maintained in the ordinary course of business; or

(c) for legal, compliance, insurance, or record-keeping purposes.

12.5 Termination does not oblige the Provider to hand over drafts, working papers, raw notes, source files, internal analyses, or unfinished materials unless expressly agreed in writing.

12.6 Clauses that by nature are intended to survive termination shall survive, including clauses 8, 10, 12, 14, 15, 16, 17, 18, 19, 20, 24, 25, 28, 29, 30, and 31.

13. Force Majeure

13.1 A party shall not be liable for failure or delay in performing its obligations, other than the Client's payment obligations for amounts already due, to the extent caused by a Force Majeure Event.

13.2 The affected party shall notify the other party as soon as reasonably possible and shall use reasonable efforts to mitigate the effects of the Force Majeure Event.

13.3 During a Force Majeure Event, the Provider may, where reasonably possible:

(a) suspend the affected Services;

(b) extend time for performance;

(c) replace in-person delivery with remote delivery; or

(d) reschedule the affected part of the engagement.

13.4 If a Force Majeure Event continues for more than thirty (30) consecutive days and materially prevents performance of a material part of the Services, either party may terminate the affected part of the Agreement by written notice.

13.5 On termination under clause 13.4, the Client shall pay amounts accrued for work performed, time reserved, and committed or non-refundable costs.

14. Confidentiality

14.1 Each party shall keep the other party's Confidential Information confidential and shall not disclose it except as permitted by this Agreement.

14.2 Each party may disclose Confidential Information to its Personnel, professional advisers, insurers, financiers, and Affiliates on a need-to-know basis, provided that they are bound by obligations of confidentiality no less protective than this Agreement.

14.3 A party may disclose Confidential Information where required by law, regulation, court order, supervisory authority, or stock-exchange rule, provided that, where legally permitted, it gives prior notice to the other party and limits disclosure to what is required.

14.4 The Provider may refer internally to the existence, nature, and lessons of the engagement as reasonably necessary for quality control, internal know-how development, precedent management, resourcing, risk management, and service improvement, subject always to the confidentiality and anonymisation safeguards in this Agreement.

15. Data Protection

15.1 Each party shall comply with applicable Data Protection Laws in relation to any Personal Data processed in connection with this Agreement.

15.2 Unless the nature of the Services clearly requires otherwise, each party acts as an independent Controller of Personal Data it processes for its own purposes in connection with the engagement.

15.3 The Provider may process Personal Data reasonably necessary for relationship management, scheduling, billing, service delivery, document management, training, quality assurance, record-keeping, legal compliance, security, and protection of its business interests.

15.4 If, and only to the extent, the Provider will process Personal Data solely on behalf of the Client as Processor beyond incidental handling inherent in the Services, the parties shall enter into a separate compliant data processing agreement before such processing begins.

15.5 The Client shall not instruct the Provider to process Personal Data in a manner that is unlawful or outside the agreed scope.

15.6 Where recordings, transcripts, or remote-platform data are used, the parties shall ensure an appropriate legal basis, transparency, and lawful handling consistent with Data Protection Laws and this Agreement.

16. Intellectual Property; Ownership; Licence; Know-How

16.1 The Client retains ownership of all Intellectual Property Rights in the Client Materials.

16.2 The Client grants to the Provider a non-exclusive, royalty-free, worldwide licence for the Term and for any period reasonably necessary thereafter to use, reproduce, adapt, store, transmit, and otherwise process the Client Materials solely to the extent reasonably necessary to perform the Services, exercise the Provider's rights, comply with law, and maintain internal records.

16.3 As between the parties, all Provider Materials and all Intellectual Property Rights in and relating to the Services, Deliverables, frameworks, templates, reports, guides, playbooks, training materials, notes, methodologies, working materials, adaptations, refinements, and related outputs shall vest in and remain vested in the Provider to the fullest extent permitted by law.

16.4 To the extent any Intellectual Property Rights referred to in clause 16.3 do not automatically vest in the Provider or are deemed to vest in the Client by operation of law, the Client hereby assigns, and where future rights are concerned agrees to assign in advance, such rights to the Provider, to the fullest extent permitted by law, and shall execute any further documents reasonably required to give effect to that assignment.

16.5 Subject to full payment of all amounts due and the Client's compliance with this Agreement, the Provider grants the Client a limited, non-exclusive, non-transferable, non-sublicensable licence to use the final Deliverables internally for its own lawful internal business purposes.

16.6 The licence in clause 16.5 permits only such internal copying and internal circulation as is reasonably necessary for the permitted purpose and only to persons who need access for that purpose and are bound by appropriate confidentiality obligations.

16.7 Except as expressly permitted by the Provider in writing or by mandatory law, the Client shall not:

(a) sell, resell, license, sublicense, distribute, publish, disclose externally, or otherwise exploit the Deliverables or Provider Materials;

(b) provide the Deliverables to third parties as a service bureau, training product, consulting asset, template library, or commercial product;

(c) copy, extract, reverse-engineer, deconstruct, or strip out the Provider's methodologies, frameworks, structures, prompts, or know-how;

(d) use the Deliverables or Provider Materials to create competing products, templates, frameworks, playbooks, or training materials;

(e) use the Deliverables or Provider Materials to train, fine-tune, validate, benchmark, or improve any third-party AI system or model; or

(f) remove proprietary notices, confidentiality legends, or branding where included.

16.8 The Client is not entitled, unless so authorised by the Provider in writing, to editable source files, underlying working documents, draft versions, internal research files, or raw workshop/coaching notes.

16.9 Nothing in this Agreement restricts the Provider from retaining and using general skills, experience, know-how, ideas, concepts, techniques, methods, and learnings developed or enhanced in the course of the engagement, provided that doing so does not disclose the Client's Confidential Information or Personal Data in breach of this Agreement or applicable law.

16.10 The Provider may use anonymised, aggregated, and non-client-identifying learnings from the engagement in its future business, services, methodologies, products, frameworks, templates, training materials, and internal know-how development, provided that this does not reveal the

Client's identity, Confidential Information, or Personal Data.

16.11 Any feedback, suggestions, comments, or improvement ideas provided by or on behalf of the Client in relation to the Services or Deliverables may be used freely by the Provider without restriction or payment obligation.

16.12 Third-party materials included in any Deliverable remain subject to the applicable third-party terms, and the Provider gives no greater rights in them than it lawfully holds.

17. Publicity and Reference Rights

17.1 Provided no Confidential Information is disclosed, the Provider may identify the Client by name and logo and describe the engagement in general factual terms for the Provider's client lists, credentials, experience statements, proposals, website, and marketing materials.

18. Warranties, Disclaimers, and Non-Reliance

18.1 The Provider warrants that it:
- (a) has the right to enter into this Agreement; and
- (b) will perform the Services with reasonable skill and care.

18.2 Except as expressly stated in clause 18.1, and to the fullest extent permitted by law, all warranties, representations, conditions, guarantees, undertakings, and terms, whether express or implied by law, custom, usage, or otherwise, are excluded.

18.3 The Deliverables are supplied on an "as is" and "as available" basis, subject only to the express warranty in clause 18.1.

18.4 The Provider does not warrant that any Deliverable or recommendation will:
- (a) be uninterruptedly available;
- (b) achieve any particular result;
- (c) be suitable for any particular business, technical, legal, tax, regulatory, employment, or commercial purpose not expressly stated in Part A; or
- (d) remain appropriate after changes in law, market conditions, technology, organisational context, or Client circumstances.

18.5 The Client acknowledges that:
- (a) it has not relied on any statement, forecast, promise, projection, or representation not expressly set out in this Agreement;
- (b) any examples, illustrations, scenarios, forecasts, benchmarks, or indicative plans are informational only and are not guarantees; and
- (c) the Client remains responsible for independent judgement and for obtaining specialist advice where needed.

18.6 Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

19. Indemnities

19.1 The Client shall indemnify and hold harmless the Provider, its Affiliates, and its Personnel against all third-party claims, liabilities, losses, damages, costs, and expenses (including reasonable legal costs) arising out of or in connection with:
- (a) any allegation that Client Materials infringe a third party's Intellectual Property Rights, privacy rights, confidentiality rights, or other rights;
- (b) the Client's implementation, use, misuse, modification, distribution, or onward exploitation of the Deliverables or recommendations;
- (c) the Client's breach of this Agreement or applicable law;
- (d) unsafe premises, defective facilities, inadequate site arrangements, or site incidents within the Client's responsibility; or
- (e) instructions, information, or decisions given by or on behalf of the Client,

except to the extent finally determined by a competent court to have been caused by the Provider's breach of this Agreement, fraud, or wilful misconduct.

20. Limitation and Exclusion of Liability; Penalty

20.1 To the fullest extent permitted by law, the Provider shall not, under any circumstances, be liable, whether in contract, tort, statute, misrepresentation or otherwise, for any:
- (a) indirect or consequential loss;
- (b) special, punitive, or exemplary damages;
- (c) loss of profit, revenue, sales, margin, opportunity or anticipated savings;
- (d) loss of goodwill, reputation, or commercial standing; or
- (e) loss, corruption, or inaccuracy of data.

20.2 Without limiting clause 20.1, the Provider shall not be liable for any loss, delay, cost, or claim arising from or related to, including without limitation:
- (a) inaccurate or incomplete Client Materials;
- (b) Client instructions, decisions, or implementation choices;
- (c) Client failure to cooperate, attend, approve, or provide access;
- (d) third-party platforms, venues, infrastructure, software, systems, or suppliers not under the Provider's reasonable control;
- (e) travel disruption, venue issues, participant absence, illness, safety issues, or access restrictions;
- (f) remote connectivity problems, cybersecurity events, outages, or platform failures outside the Provider's reasonable control;
- (g) any result or outcome not being achieved; or
- (h) any use of the Deliverables other than for the permitted purpose.

20.3 The Provider's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total Fees received under this Agreement during

the twelve (12) month period immediately preceding the first event giving rise to the relevant claim, or, if the Agreement has been in force for fewer than twelve (12) months, the total Fees received under this Agreement up to that date.

20.4 The limitations and exclusions in this Agreement apply to the fullest extent permitted by law and shall apply cumulatively.

20.5 Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation is prohibited by mandatory law, including liability for:

(a) death or personal injury caused by negligence to the extent non-excludable;
(b) fraud or fraudulent misrepresentation;
(c) wilful misconduct or deliberate recklessness to the extent non-excludable under applicable law; or
(d) any other liability that cannot lawfully be excluded or limited.

20.6 In the event of a breach by the Client of article 14 (*confidentiality)* and article 16 (*Intellectual Property; Ownership; License; Know-How*) of this Agreement, the Client shall owe the Provider an immediately payable contractual penalty of EUR 5,000 per breach and EUR 250 for each day that the breach continues, without any notice of default or other prior formality being required. The Provider's right to claim the contractual penalty arises immediately upon the occurrence of the breach. In addition to the contractual penalty, the Provider shall be entitled to claim full compensation for any loss or damage suffered, in accordance with applicable law; the contractual penalty does not limit or replace the Provider's right to such compensation and both may be pursued simultaneously.

21. Records, Evidence, Acceptance, and Complaints

21.1 The Client shall review Deliverables promptly upon delivery and notify the Provider without undue delay, and in reasonable detail, of any alleged material non-conformity with Section A3 of Part A.

21.2 If the Client does not notify a material non-conformity within five (5) Business Days after delivery, or such longer period as may be reasonable in the circumstances, the Deliverable shall be deemed accepted for operational purposes, without prejudice to any mandatory rights that cannot lawfully be excluded.

21.3 The Provider's sole obligation in respect of a proven material non-conformity shall be, at the Provider's option, to re-perform, correct, or replace the affected part of the Services or Deliverable within a reasonable time.

21.4 The Client shall give the Provider a reasonable opportunity to investigate and cure any complaint before seeking third-party replacement services or other remedies.

22. Compliance with Laws, Site Rules, and Conduct

22.1 Each party shall comply with laws applicable to it in connection with this Agreement.

22.2 The Client shall ensure that any site, workplace, attendee environment, or system environment provided by it complies with applicable health, safety, access, conduct, and security requirements.

22.3 The Client shall notify the Provider in advance of any site rules, onboarding requirements, access passes, insurance requirements, background screening requirements, or other conditions that are reasonably relevant to in-person attendance.

22.4 The Provider shall not be obliged to accept site rules or policies that were not disclosed in advance, are unlawful, materially burdensome, inconsistent with this Agreement, or would unreasonably interfere with the Services.

22.5 Each party shall comply with applicable anti-bribery, anti-corruption, sanctions, and export-control laws to the extent relevant to its performance of this Agreement.

23. Relationship of the Parties; No Partnership; No Authority

23.1 The Provider acts as an independent contractor.

23.2 Nothing in this Agreement creates any employment relationship, partnership, joint venture, fiduciary relationship, agency, franchise, or exclusive arrangement between the parties.

23.3 The Provider has no authority to bind the Client, commit the Client, or incur obligations on the Client's behalf unless expressly authorised in writing.

23.4 The Client has no authority to bind the Provider.

24. Assignment and Transfer

24.1 The Client may not assign, transfer, novate, charge, declare a trust over, or otherwise dispose of any of its rights or obligations under this Agreement without the Provider's prior written consent.

24.2 The Provider may assign, transfer, novate, or subcontract this Agreement, or any rights under it, to:

(a) an Affiliate; or
(b) a purchaser of all or a substantial part of the Provider's business or assets relevant to the Agreement.

24.3 Any purported transfer in breach of this clause is ineffective, except to the extent mandatory law provides otherwise.

25. Notices

25.1 Any notice under this Agreement shall be in writing and sent electronically to the email address stated in Section A6 of Part A, or to any replacement contact details notified in writing.

25.2 A notice is deemed received at the time of transmission, provided no delivery failure message is received.

25.3 This clause does not apply to service of court proceedings or documents in legal proceedings.

26. Variation

26.1 No variation of this Agreement is effective unless it is in writing and signed by or on behalf of both parties, or otherwise clearly accepted in writing by both parties with express reference to this Agreement.
26.2 A waiver of a right or remedy is effective only if made in writing.

27. Waiver, Severability, and Further Assurance

27.1 A failure or delay by a party to exercise any right or remedy does not waive that or any other right or remedy.
27.2 If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and if such modification is not possible it shall be severed, without affecting the remaining provisions.
27.3 Each party shall execute and deliver any further documents and do such acts as may be reasonably required to give full effect to this Agreement, including in relation to Intellectual Property Rights.

28. Third-Party Rights

28.1 Clauses 14, 19, and 20 are also stipulated for the benefit of the Provider's Affiliates and Personnel, who may invoke and enforce them as a third-party beneficiary provision to the extent recognised under Dutch law.
28.2 Except as expressly stated in clause 28.1, a person who is not a party to this Agreement has no right to enforce any of its terms.

29. Governing Law and Dispute Resolution

29.1 This Agreement shall be governed by Dutch law.
29.2 In respect of any dispute arising from, or in relation to, this Agreement, the parties shall use all reasonable efforts to resolve such through good-faith discussions or mediation. Thereafter, should any such dispute not be resolved to the satisfaction of both parties, the competent courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any such dispute.

30. Entire Agreement; Counterparts; Electronic Signature

30.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior drafts, statements, discussions, proposals, negotiations, understandings, and agreements relating to that subject matter.
30.2 Each party acknowledges that it has not relied on any statement or representation not expressly set out in this Agreement, without prejudice to liability for fraud.
30.3 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together form one instrument.
30.4 Signature by electronic signature, digital signature platform, scanned signature page, or other reliable electronic acceptance method shall be effective as an original signature, to the extent permitted by law.

31. Survival

31.1 Any provision which by its nature is intended to survive expiry or termination of this Agreement shall survive, including provisions concerning payment, confidentiality, data protection, intellectual property, publicity, non-reliance, indemnities, limitations of liability, notices, dispute resolution, and governing law.