

GENERAL TERMS AND CONDITIONS

DANDELION STRATEGIES B.V.

Version: v1.1, 2025

1. DEFINITIONS

1.1 DS: Dandelion Strategies B.V., having its registered office in Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce (KvK) under number 966 733 97 and with VAT number NL867709121B01.

1.2 Client: the legal entity or natural person acting in the course of a profession or business who enters into an Agreement with DS.

1.3 Agreement: any agreement between DS and the Client, including any quotation, order confirmation, appendices and any subsequent amendments agreed in writing.

1.4 Services: all consultancy, advisory, analytical, strategy, project, interim and/or related services performed by DS.

1.5 Deliverables: all results of the Services, such as reports, analyses, presentations, models, roadmaps, templates, tools, notes, (workshop) materials and other (digital) documents.

1.6 Confidential Information: as defined in Article 14.

1.7 In writing: includes e-mail and other commonly used electronic means of communication.

2. APPLICABILITY

2.1 These general terms and conditions apply to all offers, quotations, Agreements and Services of DS.

2.2 The applicability of any (purchase) terms and conditions of the Client is expressly rejected.

2.3 Any deviation from, or addition to, these terms and conditions is valid only if confirmed by DS in writing.

2.4 If any provision of the Agreement conflicts with these general terms and conditions, the provision of the Agreement shall prevail.

3. QUOTATIONS AND FORMATION

3.1 Quotations are non-binding unless stated otherwise, and remain valid for 30 days from the quotation date.

3.2 An Agreement is formed when (i) the Client accepts a quotation in writing and DS confirms it in writing, or (ii) DS starts performing the Services.

4. PERFORMANCE OF THE SERVICES

4.1 DS will perform the Services with due care and professional skill. Unless expressly agreed otherwise in writing, DS provides the Services on a best-efforts basis and does not guarantee any specific result.

4.2 DS may perform the Services in phases and deliver interim (partial) results.

4.3 DS determines how, when and by whom the Services are performed, taking the Client's reasonable wishes into account.

4.4 Changes to scope, planning, priorities or assumptions may affect fees, timelines and/or Deliverables (additional work). DS may carry out additional work after alignment with the Client; in urgent cases, alignment may take place by e-mail.

5. ENGAGEMENT OF THIRD PARTIES

5.1 DS may engage third parties in performing the Services. DS remains responsible for coordination and quality, unless expressly agreed otherwise in writing.

5.2 The Client warrants that any materials, data and instructions provided by the Client are lawful and do not infringe any third-party rights.

6. CLIENT COOPERATION

6.1 The Client shall timely provide all information, data, access, decisions and cooperation reasonably required for DS to perform the Services.

6.2 The Client is responsible for the accuracy and completeness of the information and data it provides.

6.3 If the Client fails to comply with this Article, DS may (i) suspend performance, (ii) extend timelines, and/or (iii) charge any additional costs reasonably incurred.

7. DELIVERY, DEADLINES AND ACCEPTANCE

7.1 Any stated deadlines are indicative only, unless expressly agreed as binding.

7.2 Deliverables are deemed accepted if the Client does not submit reasoned objections in writing within 10 business days after delivery.

7.3 Minor, non-material deviations do not entitle the Client to refuse delivery, claim a discount or terminate the Agreement.

8. FEES, COSTS AND INDEXATION

8.1 DS performs assignments on the basis of (i) hourly rates (time and materials), (ii) a fixed fee, and/or (iii) a retainer, as agreed in the quotation/order confirmation.

8.2 Retainer: unless agreed otherwise, a retainer covers availability and/or an agreed bundle of hours/effort per period. Unused hours expire at the end of the relevant period. Additional work is invoiced at the agreed hourly rate.

8.3 Fees are exclusive of VAT and exclusive of expenses (such as travel and accommodation costs), unless stated otherwise.

8.4 DS may index its fees annually as of 1 January in line with the Dutch CBS Services Producer Price Index (DPI) or, if that index is unavailable, a comparable index.

9. INVOICING AND PAYMENT

9.1 Invoicing takes place in accordance with the arrangements set out in the quotation/order confirmation. If no arrangements are made, DS invoices monthly in arrears.

9.2 Payment term: 30 days from the invoice date.

9.3 The Client shall pay without any right of suspension or set-off, subject to Article 10.

9.4 If payment is late, the Client is liable by operation of law for statutory commercial interest and (extra-)judicial collection costs.

9.5 DS may suspend performance for as long as the Client is in default.

10. SUSPENSION AND SET-OFF

10.1 The Client has no right to suspend or set off any (payment) obligation owed to DS.

10.2 Article 10.1 does not apply to the extent the Client has a counterclaim that (i) DS has acknowledged in writing as undisputed, or (ii) has been finally determined by an irrevocable court judgment.

10.3 DS may at all times suspend its obligations if the Client fails to timely meet its (payment) obligations or otherwise breaches the Agreement, until the Client has fully complied.

11. TERM AND TERMINATION

11.1 The Agreement ends automatically upon completion of the Services, unless agreed otherwise.

11.2 Agreements for an indefinite term may be terminated by either party in writing with one month's notice, unless agreed otherwise.

11.3 Either party may terminate the Agreement for an attributable breach by the other party, after granting a reasonable cure period and the breach has not been remedied.

11.4 DS may terminate the Agreement with immediate effect or suspend performance if (i) the Client is in default, (ii) the Client applies for suspension of payments (Dutch: surseance van betaling), is declared bankrupt, or ceases its business, or (iii) DS has reasonable grounds to believe the Client will not meet its obligations.

11.5 Upon termination, Services performed up to the termination date will be invoiced. Any invoices already issued remain due and payable.

12. LIABILITY

12.1 DS's liability is limited to direct damage.

12.2 DS's total liability (on any basis whatsoever) is limited to the total amount (excluding VAT) paid by the Client to DS in the six (6) months preceding the event giving rise to the damage, capped at € 100,000.

12.3 DS is not liable for indirect damage, including consequential damage, loss of profit, loss of savings, reputational damage, loss of data, business interruption or third-party claims.

12.4 DS is not liable for damage that is wholly or partly caused by inaccurate or incomplete information, data or instructions provided by the Client, or the Client's failure to provide such information in a timely manner.

12.5 The limitations in this Article do not apply to damage caused by intent or wilful misconduct (deliberate recklessness) of DS's management.

12.6 Any claim against DS becomes time-barred no later than twelve (12) months after the date on which the Client became aware, or reasonably could have become aware, of the damage and the liable party.

13. FORCE MAJEURE

13.1 DS is not required to perform any obligation if performance is prevented by force majeure, including (without limitation) internet/telecom failures, outages of systems or suppliers, illness, pandemics, government measures, strikes, war, fire, floodings and other circumstances beyond DS's reasonable control.

13.2 In case of force majeure, the parties' obligations are suspended for the duration of the force majeure. If the force majeure continues for more than 60 days, either party may terminate the Agreement in writing without liability for damages. Services already performed will be invoiced.

14. CONFIDENTIALITY

14.1 The parties shall keep all Confidential Information strictly confidential and use it solely for the performance of the Agreement.

14.2 "Confidential Information" includes, in any event, all information provided by or on behalf of the Client to DS, or otherwise becoming known to DS, in any form (written, oral, digital), including analyses, derivatives and summaries, whether or not marked as confidential.

14.3 DS shall implement appropriate technical and organisational measures to protect Confidential Information and shall restrict access to persons who need the information for performance (need-to-know).

14.4 DS shall impose confidentiality obligations on its employees and any third parties it engages that are at least equivalent to this Article.

14.5 Exceptions: confidentiality does not apply to information that (i) is or becomes public without breach, (ii) was lawfully obtained from a third party without any confidentiality obligation, or (iii) must be disclosed under applicable law or a binding order, in which case DS will, where possible, inform the Client in advance.

14.6 DS shall inform the Client without undue delay upon discovering a (suspected) breach of confidentiality and shall take reasonably necessary measures to mitigate its consequences.

14.7 These obligations remain in force for five (5) years after termination of the Agreement, or longer if required by the nature of the information.

15. INTELLECTUAL PROPERTY – OWNERSHIP REMAINS WITH DS

15.1 All intellectual property rights, including copyrights, database rights, know-how, methods, models, tools, templates, working methods and reusable components that (a) existed prior to the Agreement, or (b) are developed during performance and are (also) generally reusable, remain exclusively with DS (or its licensors).

15.2 To the extent any Deliverables are (or may be) protected by intellectual property rights, no transfer or assignment takes place. The Client receives only a non-exclusive, non-transferable, non-sublicensable licence to use the Deliverables internally for the purpose of the Agreement, conditional upon full payment of all amounts owed by the Client to DS.

15.3 The Client may not reproduce, publish, sell, distribute or otherwise make any Deliverables available to third parties without DS's prior written consent.

15.4 Sharing within the Client's group/affiliates is permitted only with DS's prior written approval (DS may impose conditions, including usage restrictions).

15.5 The Client retains ownership of materials supplied by the Client. The Client grants DS a free, non-exclusive licence to use such materials for the performance of the Agreement.

15.6 If Deliverables include third-party materials (e.g., software, stock, frameworks, datasets), the relevant third-party licence terms apply. The Client shall comply with those terms.

15.7 DS may reuse general knowledge, experience and non-client-specific ideas gained in performing the Services, provided that it does not disclose any Confidential Information of the Client.

16. PRIVACY AND DATA (GDPR)

16.1 The parties shall comply with the GDPR. If DS processes personal data on behalf of the Client as a "processor", the parties shall enter into a data processing agreement before such processing starts.

16.2 The Client warrants the lawfulness of any personal data provided and of the processing instructions it gives.

17. COMPLAINTS

17.1 Complaints about the Services or invoices must be submitted in writing within 14 days after discovery and, in any event, no later than 30 days after delivery/invoice date, with clear substantiation.

17.2 Complaints do not suspend payment obligations.

18. ASSIGNMENT

18.1 The Client may not assign any rights and/or obligations under the Agreement without DS's prior written consent.

18.2 DS may assign the Agreement (in whole or in part) to a legal successor or a group company.

19. AMENDMENTS TO THE TERMS

19.1 DS may amend these general terms and conditions. Amended terms apply from publication and, in any event, to new assignments; for ongoing assignments, only after reasonable notice and to the extent reasonable.

20. GOVERNING LAW AND DISPUTES

20.1 All Agreements are governed by the laws of the Netherlands.

20.2 Any dispute shall be submitted exclusively to the competent court in the district of Amsterdam, unless mandatory law provides otherwise.

21. FINAL PROVISIONS

21.1 If any provision is null and void or voidable, the remaining provisions remain in force. The parties shall replace the invalid provision with a valid provision that most closely reflects the purpose and intent of the invalid provision.

21.2 The Dutch text prevails over translations.