

# General Terms and Conditions

These General Terms and Conditions ("Terms") apply to all consulting services provided by Björn van Roozendaal ("Consultant") registered at the Dutch Chamber of Commerce under Number 94790876 to its clients ("Client"). These Terms are governed by Dutch law and are designed to ensure a clear, respectful and mutually beneficial relationship between the parties.

## 1. Scope of Services

Consultant shall provide consulting services as agreed upon in the service agreement or contract ("Services"). The specific tasks, objectives, and deliverables will be outlined in the proposal or contract. Any changes to the scope of services must be mutually agreed upon in writing.

## 2. Characteristics of Employment Relationship

This agreement is intended to ensure an independent working relationship. The characteristics of an employment relationship, such as personal labor, authority, and salary, do not apply to this agreement. The Consultant works independently and retains the freedom to perform the tasks at their own discretion and without supervision from the Client. The Consultant is responsible for determining the working hours and the use of their own materials and resources. The Client acknowledges that the Consultant can work for multiple clients and that there is no exclusive working relationship between the Client and the Consultant.

## 3. Payment Terms

All payments for services rendered shall be made via bank transfer. The Client is required to transfer the payment to the Consultant's designated bank account within 30 days of the invoice date. The Consultant's banking information will be provided on the invoice. Late payments are subject to an interest rate of 1.5% per month or the maximum allowed by law, whichever is lower. The Client is responsible for any bank fees or charges associated with the transfer. Payments must be made in the currency specified on the invoice.

## 4. Reimbursement of Costs

The Client is responsible for reimbursing all reasonable and necessary costs incurred by the Consultant in connection with the performance of the Services. This includes, but is not limited to, travel expenses, accommodation costs, material costs, and other expenses necessary for the execution of the agreed-upon tasks. Normal office expenses, such as workspace, telephone costs, laptop, insurance, etc., are borne by the Consultant. All costs must be approved by the Client in advance and will be invoiced based on actual expenses. The Consultant will retain all receipts and invoices and provide them to the Client upon request.

## 5. Availability

Consultant and client will amicably agree on availability of the consultant to carry out work and in line with what is contractually agreed. Days are reserved for at minimum half a day at the time. If the client requires the consultant to carry out for activities for less than half a day on any given day, than half a day will be charged.

## 6. Cancellation Policy

Days reserved for the Client are chargeable unless the cancellation is made at least 30 days prior to the scheduled date. Cancellations made after this period will be invoiced at 50% of the agreed daily rate. If the cancellation is made within 7 days of the scheduled date, the Client will be invoiced at 100% of the agreed daily rate. All cancellations must be communicated in writing and acknowledged by the Consultant. The Consultant reserves the right to cancel the engagement with a 30-day notice period, without any liability, in case of unforeseen circumstances or force majeure events.



### 7. Confidentiality

Both parties agree to maintain the confidentiality of all non-public information exchanged during the collaboration, including—but not limited to—business plans, strategies, financial data, and other information that is non-public or marked as confidential. This obligation applies both during the term of the agreement and after its termination, unless otherwise agreed in writing. Information shall not be considered confidential if it is already publicly available without a breach of this agreement, independently developed by the receiving party, or lawfully obtained from a third party not bound by a confidentiality obligation. The fact that the contractor provides services to the client, as well as a general description of the nature and scope of the assignment, may be shared with third parties for reference purposes, unless the client objects in writing.

### 8. Intellectual Property

All intellectual property, including but not limited to reports, inventions, designs, and documentation, created during the engagement shall be owned by the Consultant unless otherwise agreed in writing. The Client is granted a non-exclusive, non-transferable license to use the deliverables for their intended purpose. This license does not include the right to sublicense, distribute, or modify the deliverables without the Consultant's prior written consent. Any pre-existing intellectual property or third-party materials used in the deliverables shall remain the property of their respective owners. Any breach of this intellectual property agreement may result in legal action and damage.

### 9. Termination Clause

Either party may terminate the agreement with 30 days' written notice. In case of material breach, the agreement may be terminated immediately by the non-breaching party.

### 10. Dispute Resolution

Any disputes arising out of or in connection with these Terms shall be resolved under Dutch law, unless otherwise agreed upon. The parties agree to attempt mediation before resorting to legal proceedings.

### 11. Liability

Consultant's liability is limited to the total fee paid for the Services or €5000, whichever is lower. Consultant shall not be liable for indirect or consequential damages.

### 12. Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, pandemics, or governmental actions.

### 13. Compliance

Consultant shall comply with all applicable laws and regulations, including but not limited to data protection laws such as the General Data Protection Regulation (GDPR).

### 14. Document Hierarchy

In the event of any conflict or inconsistency between the terms of the service agreement or contract and these General Terms and Conditions, the terms of the service agreement or contract shall prevail. Any amendments or modifications to the service agreement or contract must be made in writing and signed by both parties to be effective.