

GENERAL TERMS AND CONDITIONS PW4SSO B.V.

Article 1. Definitions

- **PW4SSO B.V.:** The Private Limited Liability Company ("Besloten Vennootschap") PW4SSO B.V., having its registered office in Rotterdam, registered with the Dutch Chamber of Commerce (NLD CoC, KvK) with registration number 42136551, also trading under the names **PW4SSO**, **PW4SSO - Sustainable Strategy & Operations**, and **PWerunyours**, being the Contractor providing services.
- **Client:** The party entering into an agreement with PW4SSO B.V..
- **Services:** The specific activities and methodologies employed by PW4SSO B.V. (such as Strategic Realization, Operational Excellence and Sustainable Growth) to achieve the agreed results.
- **Deliverables:** The tangible and measurable outputs, such as strategic plans, optimized processes, and reports.

Article 2. Applicability

1. These terms apply to all quotations, agreements, and deliveries by PW4SSO.
2. Any deviations are only valid if agreed upon in writing.
3. The Client's general terms and conditions are expressly excluded.

Article 3. Quotations and Orders

1. All quotations are non-binding and valid for 30 days.
2. An agreement is concluded only after written confirmation by PW4SSO.
3. Any modifications require written approval from both parties.

Article 4. Prices and Payment

1. Prices are exclusive of VAT and other applicable levies.
2. Payment must be made within 14 days of the invoice date.
3. PW4SSO reserves the right to adjust prices annually based on the Dutch consumer price index (CPI).

Article 5. Execution and Digital Access

1. PW4SSO B.V. shall execute the assignment to the best of its ability as a best-efforts obligation.

2. The Client shall provide all necessary information and secure access to its digital environments (including accounts, hardware, or VPN) in a timely manner.
3. The Client guarantees the security, integrity, and compliance of the IT environments, equipment, and access provided.
4. PW4SSO B.V. operates strictly within the security protocols and digital infrastructure provided by the Client. PW4SSO B.V. is not liable for damages, data breaches, cyber incidents, or operational disruptions resulting from security vulnerabilities or incidents within the Client's digital environment, unless caused by intentional misconduct or deliberate recklessness by PW4SSO B.V.

Article 6. Amendments and Additional Work

1. Additional work resulting from changes requested by the Client shall be charged separately after written confirmation.

Article 7. Liability and Indemnification

1. Liability is limited to three (3) times the invoice value of the specific order.
2. Total liability is capped at the amount paid out by the professional liability insurer, with an absolute maximum of € 500,000.
3. PW4SSO B.V. is only liable for direct damages; indirect or consequential damages (such as lost profits) are expressly excluded.
4. Any personal liability of the director(s) or employees of PW4SSO B.V. is expressly excluded. The Client waives the right to hold the natural person behind the company liable.
5. PW4SSO B.V. performs the services as an independent contractor. There is no relationship of authority (employment), no obligation to perform work personally, and no exclusivity.

Article 8. Force Majeure

1. PW4SSO B.V. is not liable for failures due to force majeure, including cyberattacks and technical failures beyond its control, provided reasonable security measures were taken.

Article 9. Confidentiality and References

1. Both parties shall protect confidential information.
2. PW4SSO B.V. is entitled to use the Client's name as a reference, provided this is done after prior written alignment.

Article 10. Intellectual Property

1. Ownership of the Deliverables specifically developed for the Client is transferred to the Client only upon full payment of all outstanding invoices to PW4SSO B.V. Until such time, the Deliverables remain the express property of PW4SSO B.V.
2. PW4SSO B.V. retains the right to use general knowledge, experience, and methodologies for other purposes.

Article 11. Use of Supporting Technologies and AI

1. Performance and tooling: In the execution of services, PW4SSO B.V. is entitled to utilize advanced digital and AI-assisted tools for data analysis, process acceleration, and document drafting.
2. Compliance and confidentiality: The use of such tools shall at all times comply with applicable legislation, including the EU AI Act and GDPR. PW4SSO B.V. ensures that confidential information and trade secrets of the Client are never processed in non-secured public AI environments or used for third-party machine learning training.
3. Human oversight and accountability: All deliverables, syntheses, and strategic concepts prepared with AI assistance are at all times reviewed, verified, and validated by PW4SSO B.V. Professional accountability and responsibility for all advice and deliverables remain solely with PW4SSO B.V.

Article 12. Network and Collaboration

1. Parties respect each other's independence and professional networks; no non-compete or non-solicitation restrictions apply after the assignment ends.

Article 13. Termination

1. Agreements may be terminated by either party with a notice period of one (1) month.
2. PW4SSO B.V. may terminate immediately in the event of Client insolvency or breach of integrity.

Article 14. Governing Law and Disputes

1. These terms are governed by Dutch law.
2. Disputes shall be settled by the competent court in Rotterdam after a mandatory mediation attempt.

Article 15. Final Provisions

1. If any provision is found invalid, the remaining provisions remain in effect.