

General Terms and Conditions – Consultancy & Interim Work

Article 1 – Definitions and Applicability

1. These general terms and conditions apply to all offers, quotations and agreements between RIWI Investments B.V., trading under the name Noverra Consultancy (hereinafter: “Contractor”), and the Client, unless parties have expressly agreed otherwise in writing.
2. The applicability of any general (purchasing) conditions of the Client is expressly rejected.
3. If any provision of these terms and conditions is wholly or partially void or declared invalid, the remaining provisions shall remain fully in force.
4. In case of any ambiguity regarding the content of one or more provisions, interpretation shall take place in the spirit of these terms and conditions.
5. The Dutch text of these terms and conditions shall always prevail in interpreting their meaning.
6. These terms and conditions have been provided to the Client prior to or upon entering into the agreement and are also available via the Contractor’s website.
7. These terms and conditions also apply to additional or follow-up assignments, unless expressly agreed otherwise in writing.

Article 2 – Assignment and Performance

1. The Contractor performs the services under a best-efforts obligation, unless a specific result has been expressly agreed upon in writing.
2. The Client shall provide all information, access, and cooperation reasonably required for proper execution of the assignment in a timely manner.
3. If the Client fails to provide information timely or correctly, the Contractor has the right to suspend performance and charge any additional costs incurred.
4. The Contractor may engage third parties for the performance of the assignment, while remaining responsible for the quality and coordination of the work.
5. Reports or deliverables shall be deemed accepted if the Client does not submit written objections within ten (10) working days of receipt.

Article 3 – Fees and Payment

1. All rates are exclusive of VAT and other applicable taxes or levies.
 - 1a. All invoices shall be issued and are payable in euros (EUR). Any exchange rate differences, bank charges or transfer fees are for the account of the Client.
2. Invoices are issued weekly, unless otherwise agreed in writing.
3. Payment must be made within 14 days from the invoice date, without any deduction or set-off, to a bank account designated by the Contractor, unless a different term is agreed in writing.
4. The Client is not entitled to suspend or offset any payment against claims on the Contractor.
5. In case of late payment, the Client shall be in default by operation of law and owes statutory commercial interest (Article 6:119a Dutch Civil Code) and reasonable collection costs in accordance with Article 6:96 Dutch Civil Code.
6. The Contractor reserves the right to suspend work until full payment has been received.
7. Termination of the agreement does not entitle the Client to any refund of amounts already paid.

Project-Based Invoicing

8. If parties have agreed upon a project-based assignment (with a fixed price or defined deliverables), invoicing shall occur in accordance with the project phases, milestone plan, or payment schedule set out in the agreement.
9. The Contractor is entitled to issue an advance or start invoice upon commencement of the project, followed by interim invoices as the project progresses, and a final invoice upon completion.

10. If the execution of the project is delayed or suspended due to circumstances attributable to the Client, the Contractor is entitled to issue interim invoices proportionate to the progress achieved.

11. Additional work outside the original scope shall only be performed after written approval by the Client and will be invoiced separately at the applicable hourly rate or agreed supplementary fee.

Article 4 – Travel and Expenses

1. Travel expenses are charged per kilometre or at the actual cost of first-class public transport.
2. Accommodation and other expenses are charged separately at actual cost.
3. For assignments requiring multi-day travel, the provisions of the appendix “Travel Expense Matrix” apply.

Article 5 – Duration and Termination

1. Agreements are entered into for a fixed or indefinite period, as agreed between the parties.
2. Either party may terminate the agreement in writing with a notice period of two months.
3. The Contractor may terminate the agreement with immediate effect if the Client fails to fulfil its obligations, is declared bankrupt, or applies for suspension of payments.
4. Upon termination, all outstanding invoices, including unbilled work, become immediately due and payable.
5. The Contractor retains the right to payment for services performed and costs incurred up to the date of termination.
6. Termination of the agreement does not entitle the Client to a refund of any amounts already paid.

Article 6 – Confidentiality

1. Both parties shall maintain strict confidentiality with respect to all confidential information obtained in the context of the agreement.
2. This obligation shall remain in effect after termination of the agreement and is not limited in duration, unless the information becomes publicly available through no fault of either party.
3. The Contractor may share confidential information with subcontractors, provided they are bound by equivalent confidentiality obligations.

Article 7 – Intellectual Property

1. All documents, analyses, methodologies, reports, and advice developed by the Contractor remain the property of the Contractor, unless agreed otherwise in writing.
2. The Client receives only a non-exclusive, internal licence for use, without the right to modify, publish, or distribute without the Contractor’s written consent.
3. Knowledge and experience acquired by the Contractor during the execution of the assignment may be freely used for other engagements, provided no confidential information of the Client is disclosed.
4. The Client’s licence automatically terminates if the Client fails to meet its payment obligations.

Article 8 – Liability

1. The Contractor is only liable for direct damages resulting directly from an attributable failure in performance.
2. Liability is limited to the total of invoiced amounts for the three months preceding the event causing the damage, with an absolute maximum of €25,000 per assignment.
3. If and insofar as the Contractor’s professional liability insurance covers the damage, liability shall be limited to the amount actually paid out by the insurer in the specific case.
4. The Contractor is not liable for indirect damages, including consequential loss, loss of profit, reputational damage, or business interruption.

5. This limitation does not apply in cases of intent or gross negligence by the Contractor.
6. Any claims must be reported in writing within twelve (12) months of discovery of the damage.

Article 9 – Force Majeure

1. The Contractor shall not be obliged to perform any obligation if prevented by circumstances beyond its reasonable control, including but not limited to illness, pandemic, war, fire, strike, government measures, or infrastructure failures.
2. In case of force majeure, obligations are suspended. If the situation continues for more than 60 days, either party may terminate the agreement without liability for damages.
3. If the Contractor has partially fulfilled its obligations at the time of the force majeure event, it may invoice the completed portion separately.

Article 10 – Non-Solicitation

1. During the term of the agreement and for twelve (12) months thereafter, the Client shall not employ or directly or indirectly approach any employees, subcontractors, or other contractors of the Contractor or affiliated entities without prior written consent.
2. In case of violation, the Client shall owe an immediately payable penalty of €25,000 per violation and per person, without prejudice to the Contractor's right to full compensation for damages.

Article 11 – Governing Law and Jurisdiction

1. All legal relationships between the parties are governed exclusively by Dutch law.
2. The competent court in Rotterdam, the Netherlands, shall have exclusive jurisdiction to settle any disputes between the parties.
3. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
4. Parties shall make every effort to resolve any dispute amicably before submitting it to court.

Article 12 – Data Protection and Digital Liability

1. The Contractor processes personal data solely for the performance of the agreement and compliance with legal obligations, in accordance with applicable privacy legislation (GDPR) and its privacy statement, available at [insert website].
2. The Contractor takes reasonable measures to secure the Client's digital data and information.
3. The Contractor is not liable for any damage resulting from loss, alteration, unauthorised access, or misuse of electronic data, unless caused by intent or gross negligence of the Contractor.

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Contractor: RIWI Investments B.V., trading under the name Noverra Consultancy

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