

LOEKD CONSULTANCY B.V. — GENERAL TERMS & CONDITIONS

Version: v1.0

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These General Terms & Conditions ("Terms") apply to all Services provided by LoekD Consultancy B.V. to business customers. By signing a Statement of Work ("SoW") or otherwise commissioning Services, Client agrees to these Terms. If a SoW conflicts with these Terms, the SoW prevails for that engagement.

0. Availability & Acceptance of Terms

0.1 Provision. LoekD provides these Terms together with (and linked from) each proposal and SoW, in a form that the Client can store and reproduce. Upon request, LoekD will provide a copy by email free of charge.

0.2 Electronic contracting. Parties agree that signatures and notices may be made electronically (including e-signature).

0.3 Conflicts. Order of precedence for each engagement: SoW → these Terms.

1. Definitions

"LoekD" means LoekD Consultancy B.V.

"Agreement" means these Terms together with any applicable Statement of Work ("SoW").

"Client" means the organization that purchases the Services.

"Confidential Information" means all non-public information disclosed by a Party.

"Deliverables" means materials created for Client as part of the Services.

"Existing IPR" means intellectual property owned or controlled by LoekD before the Services or developed independently of the Services.

"New IPR" means intellectual property that arises directly from the Services (excluding Existing IPR and third-party IP).

“Services” means consultancy, advisory, architecture, training, software development, and related services as set out in a SoW.

“Terms” means these General Terms & Conditions.

2. Scope, SoWs, and Order of Precedence

2.1 Each engagement is described in a SoW. If there is a conflict, the SoW prevails over these Terms for that engagement.

2.2 These Terms apply to all proposals and offers by LoekD and all Agreements with Client.

3. Fees, Indexation, Expenses, and Taxes

3.1 Fees are set out in the SoW and are exclusive of VAT and other government-levied taxes/charges.

3.2 Indexation. Once per year on 1 January, Fees may be increased by the CBS CPI (series: CPI Alle Huishoudens, reference month October of the preceding year). LoekD will give at least 30 days’ prior notice.

3.3 Expenses. Pre-approved, reasonable travel and out-of-pocket expenses are invoiced at cost, mileage per Dutch fiscal guidance.

3.4 Refunds. Unless the SoW states otherwise, Fees are non-refundable once Services are performed, or Deliverables provided.

4. Invoicing and Payment

4.1 Invoices are due within 14 calendar days of the invoice date (unless stated otherwise in the SoW).

4.2 Late payment accrues statutory commercial interest (wettelijke handelsrente). LoekD may suspend Services for non-payment after notice.

4.3 Collection costs. For B2B claims, Client owes reasonable extrajudicial collection costs. Unless a different amount is stated in the SoW, these are set at 15% of the principal outstanding with a €500 minimum.

4.4 No set-off / suspension. The Client shall pay all invoices without any right of suspension and without set-off, except that the Client may (a) suspend payment of, or (b) set off against, amounts that (i) LoekD has expressly acknowledged in writing as due to the Client, or (ii) have been finally and irrevocably determined in the Client’s favor by a court or arbitral tribunal of competent jurisdiction. All other rights of set-off or suspension are excluded.

4.5 Retention. Until full payment, LoekD may retain Deliverables and documentation (except where mandatory law prevents this).

5. Performance and Client Cooperation

5.1 LoekD performs on a commercially reasonable efforts basis, consistent with industry standards.

5.2 Client will provide timely access, information, materials, and decisions reasonably required. Delays or rework resulting from late or incomplete input may be chargeable.

5.3 Cancellation / rescheduling. For booked on-site or remote days: 100% fee if cancelled within 2 working days; 50% within 3–5 working days; no charge if ≥5 working days in advance.

6. Intellectual Property

6.1 New IPR. Upon full payment, New IPR in the Deliverables is assigned to Client. Until full payment, Client receives a limited, revocable, non-transferable license to use the Deliverables internally.

6.2 Existing IPR and tooling. LoekD retains all rights in its Existing IPR (frameworks, templates, accelerators, libraries, know-how). To the extent Existing IPR or tooling is included in Deliverables, Client receives a perpetual, worldwide, non-exclusive, royalty-free license to use it internally with the Deliverables.

6.3 Third-party materials & OSS. Deliverables may include third-party components (including open-source). Those components are licensed under their respective terms, which take precedence for those components. LoekD will identify material third-party licenses in the SoW or Deliverables.

6.3.1 Copyleft notice. LoekD will not incorporate copyleft-licensed code that would require disclosure of Client's proprietary code, unless expressly agreed in the SoW.

6.4 Generative AI. LoekD may employ generative artificial-intelligence tools to support the performance of the Services, provided that:

(a) No Client Data is submitted to any publicly available AI model or service without the Client's prior written consent;

(b) Any third-party AI service provider engaged by LoekD is bound by confidentiality and data-protection obligations no less protective than those set out in this Agreement; and

(c) LoekD shall indemnify and hold harmless the Client against all direct damages and reasonable costs arising from any third-party claim that Deliverables created using such AI tools infringe that third party's intellectual-property rights, on condition that the Client promptly notifies LoekD of the claim and allows LoekD to control the defence and all related settlement negotiations.

6.5 License back. Client grants LoekD a non-exclusive right to reuse generalized know-how and non-confidential learnings, provided no Client Confidential Information is disclosed.

6.6 Moral rights. Where legally permissible, authors involved consent to reasonable modifications and to omission of their names to enable the intended use of the Deliverables.

7. Confidentiality

7.1 Each Party will keep the other's Confidential Information confidential, use it only for the Agreement, and disclose it only to personnel/contractors who need to know and are bound by confidentiality.

7.2 Carve-outs include information that is public, independently developed, rightfully received from a third party, or required by law/court order (with notice where lawful).

7.3 Duration. Confidentiality obligations last for five (5) years after disclosure (indefinitely for trade secrets as long as they remain a trade secret and personal data).

8. Subcontracting

LoekD may use carefully selected subcontractors with Client's prior consent (not unreasonably withheld) and remains responsible for their work. Subcontractors will be bound by appropriate confidentiality obligations.

9. Data Protection

9.1 Each Party complies with applicable data protection laws, including the GDPR.

9.2 Processor role. If LoekD processes personal data on behalf of Client, Parties will enter into a Data Processing Agreement (DPA) per GDPR art. 28, including terms for sub-processors, security, and international transfers.

9.3 Security & breach notice. LoekD will implement appropriate technical and organizational measures and notify Client without undue delay after becoming aware of a personal data breach related to the Services.

10. Warranties and Remedies

10.1 LoekD shall perform the Services with the professional skill, care and diligence that a reasonably competent consultancy would exercise under comparable circumstances.

Except as expressly stated in the Agreement and save for rights that may not be excluded under applicable mandatory law, LoekD gives no other express or implied warranties, including any warranties of merchantability or fitness for a particular purpose, in relation to the Services or Deliverables.

10.2 Re-performance. If Services demonstrably fail to meet the SoW, LoekD will, at its option, repair or re-perform the affected Services or provide a reasonable workaround at no additional charge, provided Client notifies LoekD within 30 days after delivery.

11. Liability

11.1 Cap. LoekD's aggregate liability arising out of or in connection with the Agreement is limited to the total Fees paid under the Statement of Work, by Client for the Services in the 12 months preceding the event giving rise to liability, capped at €100,000.

11.2 Exclusions. No liability for indirect or consequential losses (including lost profits, loss of business, or loss of data), except to the extent such exclusion is not permitted by law.

11.3 Carve-outs. The cap and exclusions do not apply to liability that cannot be limited under Dutch law (e.g., intent or willful recklessness). Client's payment obligations are unaffected.

11.4 Limitation period. Any claim relating to the Services or Deliverables expires (vervalt) if not brought within 12 months after the event giving rise to the claim was or reasonably should have been discovered.

12. Term, Suspension, and Termination

12.1 The Agreement starts on the effective date and runs for the SoW term.

12.2 Either Party may terminate for convenience with 30 days' notice. Fees/expenses for work performed to the termination date remain payable.

12.3 Either Party may terminate immediately for material breach not cured within 30 days of written notice, or in case of insolvency events.

12.4 On termination, each Party returns or destroys the other's Confidential Information (except for legally required backups/records). LoekD will provide reasonable transition assistance at time-and-materials rates, if requested.

13. Non-Solicitation

For 12 months after an engagement, neither Party will directly solicit employment of the other's personnel materially involved in the Services (reasonable general ads excluded). This does not restrict a Party from hiring a person who applies on their own initiative without prior solicitation.

14. Force Majeure

Neither Party is liable for failure or delay due to events beyond reasonable control (e.g., severe outages, strikes, natural disasters, war, epidemics). Payment obligations are not excused.

15. Publicity

With Client's prior consent (not unreasonably withheld), LoekD may list Client's name and logo on its website and in credentials/case studies. Drafts of case studies will be submitted for approval before publication.

16. Disputes, Governing Law, and Venue

16.1 Management-level good-faith discussion for up to 30 days before litigation.

16.2 The Agreement is governed by Dutch law. Courts of Amsterdam, the Netherlands have exclusive jurisdiction.

17. Compliance

17.1 Export control & sanctions. Each Party will comply with applicable export control, trade, and sanctions laws. LoekD will not be obliged to perform to the extent performance would violate such laws.

17.2 Anti-bribery. Each Party will comply with applicable anti-bribery and anti-corruption laws and maintain policies and controls designed to prevent bribery.

18. Miscellaneous

18.1 Assignment. Neither Party may assign without the other's consent, except that LoekD may assign within its group or to a successor in a merger/sale (with notice).

18.2 Severability. If any provision is invalid, the remainder stays effective; Parties will replace the invalid part with a valid provision closest to the original intent.

18.3 Entire Agreement; Changes. The Agreement is the entire agreement on its subject; changes require written agreement (including via e-signature).

18.4 No Waiver. Failure to enforce is not a waiver.

18.5 Language. English governs; Dutch translations (if any) are for convenience only.