



DANDELION HOLDING B.V.

GENERAL TERMS AND CONDITIONS

Last updated: August 2026

1. ENGAGEMENT AND SCOPE OF SERVICES

Dandelion Holding B.V. ("Dandelion") may provide legal, strategic or other professional advisory services to a client ("Client") (the "Services").

The scope, fees and any specific commercial arrangements for the Services may be agreed in a statement of work, quote, engagement letter, email or other written communication between the parties (each an "Engagement").

Where Dandelion starts providing Services before a formal Engagement document has been signed, these General Terms will nevertheless apply to those Services.

If the parties subsequently enter into a statement of work, engagement letter or other written Engagement containing specific or different terms, that Engagement will govern the Services to which it relates and will prevail over any inconsistent earlier arrangement.

Each Engagement forms a separate engagement under these General Terms.

2. TERM

These General Terms apply from the earlier of the date an Engagement is agreed or the date Dandelion first starts providing Services, and continue for as long as any Services are provided under the relevant Engagement.

3. FEES, INVOICING AND PAYMENT

Fees, invoicing arrangements and any agreed caps or fixed fees will be set out in the relevant Engagement. Services may be provided on a fixed-fee, hourly, capped or other agreed basis.

Unless otherwise agreed in the Engagement, Dandelion may invoice monthly and invoices are payable within fourteen (14) days of the invoice date.

Reasonable out-of-pocket expenses incurred in connection with the Services may be charged to the Client where agreed or appropriate to the Engagement.

Fees are exclusive of VAT and other applicable taxes, unless expressly stated otherwise.

If an invoice remains unpaid after its due date, Dandelion may, after reasonable notice, suspend further Services until payment has been received. Dandelion may also charge statutory commercial interest and reasonable collection costs to the extent permitted by applicable law.

4. CONFIDENTIALITY

Each party shall keep confidential all non-public information received from the other party in connection with an Engagement that is identified as confidential or that, by its nature or the circumstances of disclosure, should reasonably be understood to be confidential ("Confidential Information").



Confidential Information may only be used for purposes connected with the Engagement and may only be disclosed to personnel, advisers or contractors who have a need to know and are subject to appropriate confidentiality obligations.

These obligations do not apply to information that the receiving party can demonstrate: (i) was already lawfully known to it without restriction; (ii) is or becomes public other than through breach of these General Terms; (iii) is received lawfully from a third party without confidentiality restriction; or (iv) is independently developed without use of the Confidential Information.

A party may disclose Confidential Information where required by law, regulation or court order, provided that, where legally permitted, it gives the other party reasonable prior notice and cooperation.

Upon reasonable request, the receiving party will return or delete Confidential Information, except to the extent retention is required by law, reasonably necessary for record-keeping or legal claims, or occurs in routine backup systems.

Each party will promptly notify the other if it becomes aware of any material unauthorised disclosure of the other party's Confidential Information and will take reasonable steps to mitigate its effects.

These confidentiality obligations apply during the Engagement and for three (3) years afterwards, unless the parties agree a longer period separately. Nothing prevents the parties from entering into a separate confidentiality agreement, which will prevail to the extent of any conflict.

5. NATURE AND STANDARD OF SERVICES

Dandelion will perform the Services with reasonable skill and care, having regard to the nature and scope of the relevant Engagement.

Advice is based on the information made available to Dandelion and the circumstances known at the time. Unless expressly agreed otherwise, Dandelion does not undertake to independently verify information supplied by the Client.

Dandelion does not guarantee any particular legal, commercial, financial or other outcome. Advice, recommendations and work product are intended to support the Client's decision-making, and the Client remains responsible for its business decisions, implementation and actions taken in reliance on the Services.

Dandelion may use appropriate technology, including AI-assisted tools, in performing the Services, subject to professional review and applicable confidentiality and data-protection obligations.

6. LIABILITY

Neither party shall be liable to the other for any indirect, consequential, special or punitive damages, or for loss of profit, revenue, business opportunity or anticipated savings, whether arising in contract, tort or otherwise.

Dandelion's aggregate liability arising out of or in connection with an Engagement shall not exceed:

- (a) for a one-off, fixed-fee or project-based Engagement, the fees actually paid to Dandelion under that Engagement; or
- (b) for an ongoing or recurring Engagement, the fees actually paid to Dandelion during the six (6) months immediately preceding the event giving rise to the claim.

Nothing in these General Terms limits liability to the extent such limitation is prohibited by applicable law.

7. TERMINATION AND SUSPENSION

An Engagement may be terminated in accordance with any termination arrangements set out in that Engagement.

Either party may terminate an Engagement with immediate effect if the other party commits a material breach that is not remedied within a reasonable period after written notice, where the breach is capable of remedy.



Dandelion may suspend or terminate Services with immediate effect where invoices remain materially overdue, where continued performance would be unlawful, professionally inappropriate or materially impracticable, or where the Client fails to provide information or cooperation reasonably required for the Services.

Termination does not affect fees already accrued or any provisions intended to survive termination.

Dandelion will, where reasonably practicable, cooperate in an orderly handover of ongoing matters.

8. INTELLECTUAL PROPERTY AND WORK PRODUCT

The Client may use work product specifically created by Dandelion for the Client for the purposes for which it was provided.

Dandelion retains ownership of its pre-existing materials, know-how, methodologies, templates, tools and general skills and experience, including any improvements or developments of general application made in the course of providing the Services.

To the extent any such Dandelion materials are incorporated into work product provided to the Client, Dandelion grants the Client a non-exclusive, perpetual right to use them as part of, and for the intended purposes of, that work product.

9. CLIENT RESPONSIBILITIES

The Client will provide information, access and cooperation reasonably required for the Services and is responsible for the accuracy and completeness of information it provides.

Dandelion may rely on that information unless verification is expressly included in the Engagement.

10. USE AND RELIANCE

Unless expressly agreed otherwise, the Services and work product are provided solely for the Client and for the purposes of the relevant Engagement.

No third party may rely on them, and Dandelion accepts no responsibility to any third party to whom advice or work product is disclosed.

11. DATA PROTECTION

Each party will comply with applicable data-protection laws in connection with the Services.

Dandelion's role in relation to personal data will depend on the nature of the relevant processing activity and Engagement. Where a separate data processing agreement is required by law, the parties will enter into one as appropriate.

Further information about Dandelion's handling of personal data is set out in its Privacy Notice.

12. GENERAL

12.1 Independent Contractor

Dandelion provides the Services as an independent contractor. Nothing in an Engagement or these General Terms creates an employment relationship, partnership, joint venture, agency or authority for either party to bind the other.

12.2 Force Majeure

Neither party will be liable for delay or failure to perform caused by circumstances beyond its reasonable control, provided that the affected party takes reasonable steps to mitigate the effect of those circumstances.



12.3 Severability

If any provision of these General Terms or an Engagement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

12.4 Waiver

A failure or delay by either party to exercise any right or remedy will not constitute a waiver of that right or remedy.

12.5 Order of Precedence

If there is any conflict between these General Terms and an Engagement, the Engagement will prevail.

Any terms contained in a Client purchase order, procurement portal or similar document will not apply unless expressly accepted in writing by Dandelion.

12.6 Changes

Any amendment to an Engagement or these General Terms must be agreed in writing. Email or other written electronic confirmation is sufficient.

12.7 Governing Law and Jurisdiction

These General Terms and each Engagement are governed by Dutch law.

The competent courts of Overijssel, the Netherlands, will have exclusive jurisdiction over any dispute arising out of or in connection with these General Terms or an Engagement.