

GENERAL TERMS AND CONDITIONS

Venturoxx - Ede, the Netherlands - v1.4 - effective 1 June 2026

Article 1 - Definitions

1. Venturoxx: a sole proprietorship (eenmanszaak), registered with KvK under number 42071937.
2. Client: any legal entity or natural person entering into an agreement with Venturoxx.
3. Agreement: any arrangement between Venturoxx and the Client relating to advisory services.
4. Services: strategic advisory in the areas of category design, GTM systems, decision-making, and market positioning. Services may be delivered under the names The Diagnostic, The Blueprint, and The Category Control, or under other names as agreed in writing.

Article 2 - Nature of Services

1. Venturoxx delivers strategic advisory at executive and board level.
2. Venturoxx provides exclusively strategic insights, analyses, recommendations, models, frameworks, and decision-making support.
3. Venturoxx does not provide operational execution, implementation, project management, or team management. Venturoxx does not act as director, statutory officer, shareholder, investment adviser, legal adviser, accountant, or executive manager.
4. Services are focused on: defining category and problem, improving decision-making, and restoring GTM systems.
5. The Client remains fully responsible for execution, implementation, and results.
6. Venturoxx advises. The Client decides. The Client executes.

Article 3 - No Guarantee of Results

1. Venturoxx provides no guarantees regarding revenue, pipeline, deals, growth, or market acceptance.
2. The value of the services lies in direction, decision-making, and system coherence.
3. Results depend on execution by the Client, internal alignment, and external market factors.
4. Venturoxx is not responsible for outcomes resulting from decisions made by the Client.

Article 4 - Conditions for Effectiveness

1. Venturoxx works exclusively under the following conditions: direct access to ultimate decision-makers (CEO, CRO, Board), willingness to revisit existing assumptions, and commitment to making decisions.
2. If these conditions are absent or cease to exist, Venturoxx has the right to suspend work or terminate the agreement.
3. In such cases, the payment obligation for work already performed remains fully in force.

Article 5 - Client Responsibilities

The Client is responsible for: timely and complete provision of information, availability of relevant stakeholders, execution of decisions and recommendations, and internal communication and alignment.

Article 6 - Fees and Payment

1. Fees are agreed in advance per engagement or phase.
2. Unless otherwise agreed in writing, the standard payment structure is: 50% prior to commencement - 50% upon delivery of the agreed deliverable.
3. Work commences only upon receipt of the first payment.
4. Payment is not conditional on commercial results or implementation.
5. Payment term: 14 days from invoice date.
6. In the event of late payment, the Client is in default by operation of law. Venturoxx is entitled to suspend work and to charge statutory interest and collection costs.
7. Venturoxx reserves the right to apply alternative payment structures for specific or long-term engagements.

Article 7 - Suspension and Termination

Venturoxx has the right to suspend or terminate the agreement with immediate effect if: payment is outstanding, access to decision-making is absent, the engagement shifts towards execution, or the Client structurally disregards recommendations. Venturoxx also has the right to suspend or terminate the agreement if, in Venturoxx's reasonable assessment, the collaboration can no longer be continued effectively.

Article 8 - Liability

1. The total liability of Venturoxx is limited to the amount actually paid by the Client for the relevant engagement.
2. Venturoxx is not liable for: strategic decisions made by the Client, implementation decisions, missed commercial opportunities, delays and underperformance, investment decisions, financing decisions, acquisitions, divestments, personnel decisions, market launches, or any other strategic choices made by the Client on the basis of advice provided.
3. Any liability is limited to direct damages.
4. Any claim for damages against Venturoxx lapses if not notified to Venturoxx in writing, with full grounds, within twelve (12) months of the date on which the Client became aware, or reasonably ought to have become aware, of the event giving rise to the claim.

Article 9 - Exclusion of Indirect Damages

Venturoxx is not liable for indirect damages, including but not limited to: loss of revenue or profit, loss of clients, reputational damage, internal friction or reorganisation costs, or loss of data or opportunities.

Article 10 - Use of Advice and Deliverables

1. All advice, models, and documents are intended for internal use by the Client.
2. The Client may not use, share, or provide advice, analyses, reports, or other deliverables to third parties for the purpose of those parties relying on them or basing decisions upon them, without prior written consent from

Venturoxx.

3. Use outside the original context is entirely at the Client's own risk.
4. Venturoxx is not responsible for interpretation or application without its involvement.

Article 11 - Intellectual Property

1. All methodologies, frameworks, models, points of view, and intellectual property remain the property of Venturoxx. This includes, without limitation: frameworks, models, diagnostics, analyses, category architectures, strategic methodologies, language models, presentations, templates, documents, and intellectual concepts developed or applied by Venturoxx.
2. The Client receives a non-exclusive, non-transferable right of use for internal purposes only.
3. Reproduction, commercial exploitation, or sharing with third parties is not permitted without prior written consent from Venturoxx.

Article 12 - Confidentiality

Both parties undertake to maintain confidentiality of confidential information. This obligation continues after termination of the agreement.

Article 13 - No Exclusivity

Venturoxx is free to work with other clients. No exclusivity is granted unless explicitly agreed in writing.

Article 14 - Governing Law and Disputes

1. All agreements are governed exclusively by Dutch law.
2. Disputes will be submitted to the competent court in the district where Venturoxx is registered.

Article 15 - Force Majeure

Venturoxx is not obliged to fulfil any obligation where performance is reasonably prevented by circumstances outside its control, including illness, failure of communication systems, internet outages, government measures, natural disasters, labour disputes, or other events of force majeure. In such circumstances, Venturoxx will inform the Client without delay and the parties will consult on how to proceed.

Article 16 - Independent Contractor

Nothing in this agreement creates an employment relationship, joint venture, partnership, agency, or any other legal form of association between the parties. Venturoxx acts at all times as an independent contractor.