

GENERAL TERMS & CONDITIONS

CONNECTABLE

ARTICLE 1 – APPLICABILITY

1. These General Terms & Conditions (“GT&C”) apply to: all offers, quotations, assignments, Confirmation Letters, Contracts and legal relations, by whatever name, by which Connectable binds itself / will bind itself to perform Work for the Client, as well as to all Work and/or other (legal) acts arising therefrom for Connectable or (in)directly related thereto for Connectable.
2. Derogations from and additions to the Confirmation Letter and/or these GT&C will be valid only if they have been agreed explicitly and in writing, for example in a Contract or order confirmation and expressly refer to these GT&C.
3. If any term or condition in these GT&C differs from a term or condition in the Confirmation Letter, the term or condition included in the Confirmation Letter will prefer as far as the inconsistency is concerned.
4. These GT&C will also apply to any additional or (in)directly related or follow-up Confirmation Letters awarded by the Client to Connectable.
5. Connectable explicitly rejects the applicability of the Client’s GT&C.
6. Connectable is entitled to amend these GT&C unilaterally. Should an amendment have been made within three months after conclusion of the Contract between the Client and Connectable, the Client will have the right to terminate the legal relationship. The Client may exercise this right only until one month at the latest after the amended GT&C have entered into effect.

ARTICLE 2 – DEFINITIONS

1. The definitions below starting with a capital letter have the following meanings in the context of these GT&C:
 - a) **Confirmation Letter / Contract:** all Work for which instructions have been given, or which arises from or is directly connected with the services, all this in the broadest sense, and in any case including the work as specified in the offer, quotation or order confirmation and/or agreement, all this hereinafter also referred to as the "Contract";
 - b) **Client:** the natural person or legal entity that has awarded Connectable the Contract to perform Work;
 - c) **Connectable:** Connectable VOF, with its registered office in Amsterdam, entered in the Commercial Register under number 96211326;
 - d) **Documents:** all information or data made available by the Client to Connectable, as well as data produced or collected by Connectable in the context of performing the Services/Contract, as well as all other information of any relevance to performance of or completion of the Services;
 - e) **Party:** Client or Connectable individually;
 - f) **Parties:** Client and Connectable together;
 - g) **Network as a Service:** the structured facilitation of connections by Connectable, identifying and introducing relevant third parties based on the Client’s specified objectives;
 - h) **Service Package(s):** Connectable Monthly, Connectable Membership and/or Connectable Consult as described in article 4.2;
 - i) **Success Fee:** the (success) fee payable by the Client to Connectable in connection with the Contract and/or the Work.
 - j) **Hourly Rate:** the hourly rate charged by Connectable to the Client for the work carried out by Connectable on behalf of the Client, on which the Parties have agreed in (e.g.,) the Confirmation Letter.
 - k) **Work or Services:** all work, services and actions to be performed by Connectable for the Client for which the Confirmation Letter has been awarded, and which Connectable has accepted, as well as all work and actions arising therefrom for Connectable.

ARTICLE 3 – FORMATION OF THE CONTRACT

1. The Contract will, subject to these GT&C being applicable, be formed:
 - (a) at the time Connectable and Client have approved by (e.g.) signing the Confirmation Letter, confirming the Confirmation Letter orally or in writing, including but not limited to e-mail or WhatsApp.
 - (b) at the moment the Client makes payment following a digital invoice or payment link issued by Connectable, which includes or refers to the applicable Terms & Conditions.
2. If the Confirmation Letter has been awarded orally, or if the Contract has not (yet) been signed and received, the Confirmation Letter will be deemed to have been concluded subject to applicability of these GT&C at the time Connectable has started performing the Confirmation Letter at the Client’s request.
3. The Parties are at liberty to prove that the Contract has been formed in a different way.

ARTICLE 4 – SCOPE OF WORK

1. Connectable operates as a network organization fostering meaningful business connections through its Network as a Service approach. Acting as an extension of the Client’s business, Connectable facilitates strategic introductions based on the Client’s specified needs. Upon receiving directives regarding targeted sectors, industries, or areas for network expansion, Connectable utilizes its expertise and resources to identify and connect the Client with relevant third parties, enabling the Client to optimize business opportunities.
2. Connectable offers different Service Packages tailored to the Client’s networking needs:
 - a) **Connectable Monthly:** provides ongoing accessibility during business hours for consultation and networking support. Facilitates introductions as opportunities arise, without additional hourly charges;
 - b) **Connectable Consult:** a one-time strategic consultation where the Client’s networking objectives and ambitions are discussed. Provides recommendations for potential networking strategies and opportunities;
 - c) **Connectable Membership:** The Connectable Membership gives Clients access to a curated network of entrepreneurs. Members can request introductions; connections within the network are free of charge, while external connections are subject to the standard hourly rate.
3. Specific terms and applicable fees for the different service packages will be defined separately in the Confirmation Letter.

ARTICLE 5 – PERFORMANCE OF THE SERVICES

1. The execution of the Services by Connectable shall be in accordance with the scope and details outlined in the Confirmation Letter. Communication will take place through designated channels, including email, WhatsApp, and scheduled meetings, as agreed upon between both Parties. The Client commits to active participation and timely responses to ensure effective collaboration. Any delays resulting from the Client’s failure to respond within a reasonable timeframe shall not be attributed to Connectable.
2. Connectable is not obliged to update recommendations and/or goods and/or services as a result of events that occur after the Work as referred to in the Confirmation Letter has been finished.
3. The advice, presentations given and/or recommendations and suchlike made by Connectable as part of the Work cannot under any circumstances be construed as a guarantee with respect to (future) events or circumstances.

ARTICLE 6 – AMENDMENTS TO THE SCOPE OF WORK

1. If, during the execution of the Contract, it appears necessary to modify the scope of Work due to unforeseen circumstances or Client requests, both parties shall discuss and agree on the adjustments. Additional costs or extended timelines resulting from such modifications shall be borne by the Client, unless otherwise agreed in writing.

ARTICLE 7 – LIMITATIONS TO THE SCOPE OF WORK

1. Connectable will perform the Contract to the best of its ability and with due observance of the applicable laws and (professional) regulations. Connectable cannot however warrant the achievement of any intended result. With regard to Connectable’s (intended) Work, there is thus (only) a best-efforts obligation.
2. The role of Connectable is strictly limited to making introductions; it does not guarantee the success of any resulting business relationships, transactions, or agreements.
3. Any further communication, negotiation, or contractual arrangements between the Client and the introduced party fall outside the responsibility of Connectable.
4. Connectable does not act as an agent, representative, or intermediary for either the Client or the introduced third parties. Any subsequent interactions, negotiations, or agreements are solely between the Client and the third party.

ARTICLE 8 – INFORMATION AND/OR DOCUMENTS FROM CLIENT

1. The Client acknowledges that the quality and success of the Services provided by Connectable depend on the Client’s active participation. The Client shall provide all necessary information, documentation, and cooperation requested by

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Connectable in a timely manner. Failure to do so may impact the quality and timelines of the Services, for which Connectable shall not be held liable.

- The Client must make all Documents available to Connectable which, in Connectable's opinion, it needs for correct performance of the Confirmation Letter awarded.
- The Client must inform Connectable without delay of facts and circumstances or a change in the facts and circumstances that could be relevant in connection with performance of the Confirmation Letter.
- Immediately at the Client's written request, Connectable will return the original Documents provided by the Client to the Client.

ARTICLE 9 – RESPONSIBILITIES CLIENT

- The Client shall respond to requests for information, introductions, or strategic input in a timely manner to ensure the effectiveness of the networking process.
- The Client is expected to actively participate in introductions, follow-ups, and networking opportunities facilitated by Connectable.
- The Client shall participate in scheduled quarterly physical evaluations and monthly digital catch-up sessions to review networking progress, assess outcomes, and discuss further opportunities.
- The Client is required to inform Connectable without undue delay when a connection facilitated by Connectable results in a business relationship, collaboration, or transaction. This obligation applies regardless of whether the connection leads to an informal or formal agreement, commercial partnership, or any other professional engagement.
- Connectable reserves the right to monitor and verify the outcome of facilitated introductions to ensure transparency and adherence to agreed terms, including the application of the Success Fee where applicable. The Client will cooperate with such research.

ARTICLE 10 – FEES

- Connectable offers various Service Packages, the details and pricing of which are outlined in the Confirmation Letter provided to the Client.
- Connectable operates on an advance payment basis, with invoices due within 14 days from the invoice date.
- For the Connectable Monthly package and the Connectable Membership, Connectable may collect payments through direct debit.
- Fees are determined based on the selected Service Package or agreed scope of Work. Any additional Work requested by the Client may incur additional charges.
- Connectable reserves the right to adjust its fees periodically. Any changes will be communicated to the Client in advance. Amendments shall not apply to services already contracted unless explicitly stated.
- If payment is not received within the agreed payment term, Connectable reserves the right to suspend or terminate the provision of Services without liability for any resulting damages to the Client.
- Any overdue payments may be subject to statutory interest and collection costs as permitted by law.
- All fees are exclusive of VAT or other applicable taxes, which will be charged separately as required by law.

ARTICLE 11 – SUCCESS FEE

- In addition to the fees as described in the previous article, the Parties agree on a Success Fee, the specific percentage of which shall be defined in the Confirmation Letter. The Success Fee applies to both the Connectable Monthly and the Connectable membership packages.
- The Success Fee applies to introductions facilitated by Connectable that result in a business transaction between the Client and a third party.
- The Success Fee becomes payable by the Client on the date of a business transaction or collaboration between the Client and a third party, unless agreed otherwise. The Parties will apply a payment term of 14 days.
- VAT will be charged in addition to the Success Fee, in accordance with applicable tax regulations.
- The Client shall also owe the agreed Success Fee if:
 - A business transaction or agreement is concluded within 12 months after the termination of the Confirmation Letter, in which the Client is involved—directly or

indirectly—where such a transaction is connected to an introduction made by Connectable;

- The Client withdraws from the transaction without a valid business justification after Connectable has facilitated the introduction.
- In this article, "Client" shall also include affiliated legal entities, subsidiaries, or business partners acting in connection with the Client's business.

ARTICLE 12 – CONFIDENTIALITY

- All proposals, quotes, service outlines, the Confirmation Letter, the scope of Work and delivered Services and related documents provided by either Party are commercially confidential and may not be disclosed to third parties without prior written consent.
- Both Parties shall keep all Confidential Information acquired in connection with the Contract strictly confidential and shall not disclose or use such information for any purpose other than the execution of the Contract, both during and after its termination.
- The Client shall treat any contacts, introductions, and strategic insights provided by Connectable as confidential and shall not share them with third parties without prior consent.
- The confidentiality obligation extends to all parties involved in the Contract, including employees, subcontractors, and third parties engaged by either Party.
- Upon request, and no later than ten (10) days after termination or expiration of the Agreement, each Party shall return or, if agreed in writing, securely destroy all Confidential Information of the other Party.
- This article applies during the term of the Contract and 2 years hereinafter.

ARTICLE 13 – INTELLECTUAL PROPERTY

- Performance of the Confirmation Letter by Connectable does not also entail the transfer of intellectual property rights vested in Connectable. All intellectual property rights arising during, or resulting from, the performance of the Confirmation Letter shall belong to Connectable. In other words, Connectable reserves all intellectual property rights in respect of products of the mind which Connectable uses or has used and/or develops and/or has developed in the context of the execution of the Contract and/or Work, and in respect of which Connectable holds or can enforce copyrights or other intellectual property rights.
- The Client is explicitly prohibited from reproducing, disclosing or exploiting the products in which Connectable's intellectual property rights are established, or products in which intellectual property rights are established in relation to the use for which Connectable has acquired rights of use, including in any case, but not limited to: computer programs, systems, system designs, working methods, advice, (model) contracts, reports, templates, macros and other products of the mind
- Without prior, explicit written permission from Connectable, the Client will not be allowed to make the products referred to in the second paragraph of this article available to third parties. This will not apply in the event that the Client wants to obtain an expert opinion on the performance of the Work by Connectable, of which Connectable does receive notice. In that case, the Client must impose its obligations under this article on the third parties engaged by it.

ARTICLE 14 – COMMUNICATION AND PERSONAL DATA

- The Client acknowledges and agrees that Connectable may act as an ambassador in professional networking settings, including but not limited to industry events, business meetings, and introductions.
- Connectable shall have the right to mention the Client's name and general business needs when facilitating relevant connections, unless the Client explicitly objects in writing.
- Connectable processes and stores Client data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR).
- Client information may be stored in Connectable's CRM system and used to facilitate future networking opportunities and independent introductions, unless the Client opts out.
- The Client has the right to request access, correction, or deletion of their personal data and to withdraw consent for data processing at any time.
- Connectable shall take appropriate technical and organizational measures to ensure the security of stored personal data and prevent unauthorized access, loss, or misuse.
- The Client may opt out of having their information used for networking purposes by notifying Connectable in writing.

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ARTICLE 18 – MISCELLANEOUS

1. If the execution of the Services requires the involvement of third parties, Connectable shall coordinate and, if necessary, engage such third parties in consultation with the Client. Connectable shall not be responsible for any failures, delays, or damages caused by third-party providers, unless expressly agreed otherwise.
2. The provisions of the Confirmation Letter, which are expressly or tacitly intended to remain in force after termination of the Confirmation Letter, shall remain in force thereafter and continue to bind both Parties. The same applies to the provisions of these GT&C.
3. Should any provision of these GT&C or of the Confirmation Letter be wholly or partially null and void and/or invalid and/or unenforceable pursuant to any statutory provision, court judgment or otherwise, this will have no consequence whatsoever for the validity of all other provisions of these GT&C or the Confirmation Letter.

ARTICLE 19 – APPLICABLE LAW

1. The Contract and these GT&C shall be governed by Dutch law.
2. All disputes will be settled by the competent court in Amsterdam.

ARTICLE 15 – LIABILITY

7. Connectable shall not be liable for any damages, losses, or liabilities arising from or related to the execution of the Confirmation Letter, including but not limited to damages resulting from the scope of Work, introductions, or facilitated connections.
8. Connectable does not guarantee the success, outcome, or financial results of any introductions made, nor is it responsible for the actions, omissions, or performance of third parties introduced through its network.
9. If, notwithstanding the foregoing limitations, Connectable is found liable for damages, such liability shall be limited to:
 - a) The amount paid by the Client for the specific service under the Confirmation Letter in respect of which the liability arises; and
 - b) In all cases, the maximum liability shall not exceed €5,000 per incident or series of related incidents, provided that the amount paid by Connectable's liability insurer (if any) will determine the final compensation payable.

ARTICLE 16 – TERMINATION

1. The Client may terminate the services under the following:
 - a) **Connectable Monthly:** the Client commits to the agreed-upon contract period as defined in the Confirmation Letter. Early termination is not permitted unless explicitly agreed otherwise in writing.
 - b) **Connectable Consult:** the Client may terminate this service with immediate effect. However, the one-time fee remains non-refundable, and Connectable will immediately cease all related activities upon termination.
 - c) **Connectable Membership:** the Client may cancel the Connectable Membership at any time, with a notice period of one (1) month. All services rendered prior to termination remain payable. Upon termination, access to the Connectable network and related membership will be revoked.
2. Connectable reserves the right to terminate the Confirmation Letter with a notice period of one month and with immediate effect if:
 - a) The Client fails to meet its payment obligations within the agreed timeframe;
 - b) The Client breaches any material provision of these GT&C and fails to remedy the breach within a reasonable period after notification;
 - c) The Client engages in any illegal, unethical, or fraudulent activities that could harm Connectable's reputation or business interests;
 - d) A force majeure event occurs that prevents Connectable from fulfilling its obligations for an extended period.
3. In the event of termination by Connectable under this article, any outstanding fees for Services rendered shall remain due and payable by the Client.
4. Upon termination of the Confirmation Letter, regardless of the reason:
 - a) Connectable shall immediately cease all services related to the terminated agreement;
 - b) Any outstanding fees for Work performed shall remain payable by the Client;
 - c) The Client shall return or destroy any confidential information received from Connectable, in accordance with the confidentiality provisions of these terms.
5. Payments already made by the Client for Services rendered before termination shall not be refunded, except where explicitly agreed otherwise.

ARTICLE 17 – FORCE MAJEURE

1. If a Party fails to comply, does not comply in time or is unable to comply properly with one or more obligations under the Contract and/or these GT&C as a result of force majeure within the meaning of Section 75 of Book 6 of the Dutch Civil Code, those obligations will then be suspended until the time that Party is finally able to comply in the agreed way.
2. If the situation as referred to in the first paragraph of this article continues for more than 60 days, the other Party will have the right to terminate the Contract wholly or partially in writing and with immediate effect, without the existence of a right to any compensation.
3. If Connectable has already complied wholly or partially with the agreed obligations at the start of the force majeure situation, Connectable will be entitled to invoice the Work performed separately and in the interim, and the Client must pay this invoice as if it related to a separate Transaction.