



COMPANY DOCUMENT

# General Terms and Conditions

*Terms applicable to all proposals, engagements, and agreements of 2Scale Alliances.*

---

<i>Version</i>	1 May 2026
<i>Effective from</i>	1 May 2026
<i>Website</i>	<a href="http://www.2scalealliances.com">www.2scalealliances.com</a>

## 1 Definitions

---

In these general terms and conditions, the following terms have the meanings set out below:

**2SA**

2Scale Alliances B.V., established in Pijnacker, the Netherlands; the user of these general terms and conditions.

**Client**

the natural or legal person that enters into an agreement with 2SA or to whom 2SA has issued a proposal.

**Parties**

2SA and the Client jointly.

**Agreement**

any agreement between the Parties for the provision of services by 2SA, including all subsequent engagements and amendments arising from it.

**Services**

all activities that 2SA performs for the Client, including advisory work, assessments, implementation support, fractional leadership, training, and related services in the area of partner and alliance ecosystems.

**Methodology**

the APEX framework and all associated models, tools, templates, scoring systems, and libraries that 2SA has developed and uses in the provision of Services.

**Deliverables**

the results specifically prepared for the Client under an Agreement, such as reports, roadmaps, assessments, and recommendations.

## 2 Applicability

---

These general terms and conditions apply to all offers, proposals, agreements, and any obligations arising from or related to them between 2SA and the Client, unless the Parties have expressly agreed otherwise in writing.

Any general terms and conditions of the Client, however described, are expressly rejected. Acceptance on Client letterhead or correspondence that purports to apply Client's own terms and conditions does not affect the applicability of these terms.

If one or more provisions of these terms are void or are nullified, the remaining provisions remain in full force and effect. The Parties shall in that case consult to replace the void or nullified provisions with provisions that approximate the intent of the original wording as closely as possible.

### 3 Proposals and formation of the agreement

---

All proposals from 2SA are non-binding and remain valid for thirty days from the date of issue, unless stated otherwise in the proposal.

An Agreement is formed when the Client accepts a proposal from 2SA in writing, or when 2SA confirms an engagement issued by the Client in writing. Acceptance by email constitutes written acceptance.

Verbal commitments or arrangements do not bind 2SA until they have been confirmed in writing.

If the Client places an engagement without a prior proposal, the Agreement is formed only upon written confirmation by 2SA.

### 4 Performance of the services

---

2SA performs the Services to the best of its ability and judgement, on the basis of an obligation to perform best efforts (an obligation of means, not of result). Unless expressly agreed otherwise in writing, 2SA does not guarantee any specific outcome. The success of the Services depends in part on factors outside 2SA's control, including the input and cooperation of the Client and third parties.

2SA is entitled to engage third parties or its own staff to carry out particular activities. The application of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is expressly excluded.

The Client shall ensure that all data, documents, decisions, and facilities that 2SA indicates are needed for the performance of the Agreement are provided or made available to 2SA in good time. If this does not occur in good time, 2SA is entitled to suspend performance and to charge any resulting costs.

If during the performance of the Agreement it becomes apparent that the activities need to be amended or supplemented, the Parties shall consult on amending the Agreement. 2SA shall inform the Client in advance of the impact on schedule and costs.

Time periods stated by 2SA are indicative, unless expressly agreed otherwise in writing. Exceeding a time period does not entitle the Client to dissolve the Agreement or to claim damages, unless there is attributable failure that persists after written notice of default with a reasonable additional period.

### 5 Fees, rates, and additional costs

---

2SA's fees are set on the basis of a fixed fee for the Agreement, an hourly rate, or a combination thereof, as stated in the proposal or engagement letter.

Travel and accommodation costs and other expenses incurred for the Client are not included in the fee, unless expressly agreed otherwise in writing, and are charged separately.

All amounts are exclusive of VAT and any other government levies.

2SA is entitled to adjust its rates annually on 1 January based on the Dutch consumer price index (CPI) published by Statistics Netherlands (CBS), series "all households, derived", over the preceding twelve months. For ongoing Agreements with a fixed fee this adjustment applies only to work performed after the adjustment date and only if the Agreement runs for longer than six months.

## 6 Invoicing and payment

---

Unless agreed otherwise, 2SA invoices monthly in arrears for work performed on an hourly basis, or, in the case of a fixed fee, in accordance with the invoicing schedule set out in the proposal. 2SA is entitled to require an advance payment of up to fifty per cent of the agreed price prior to commencement of the work.

Payment must be made within thirty days of the invoice date, in euros, to a bank account designated by 2SA, without any deduction, discount, or set-off.

If the payment term is exceeded, the Client is in default by operation of law without further notice. From that moment, the Client owes statutory commercial interest as set out in Article 6:119a of the Dutch Civil Code, as well as compensation for extrajudicial collection costs in accordance with the Dutch Act normalising extrajudicial collection costs and the related decree, with a minimum of € 75.

Objections to the amount of an invoice do not suspend the payment obligation. Objections must be submitted in writing and with reasons to 2SA within fourteen days of the invoice date.

In the event of late payment, 2SA is entitled to suspend performance of the Agreement and any other ongoing Agreements with the Client until all outstanding invoices have been settled.

## 7 Intellectual property

---

2SA's Methodology, including the APEX framework and all associated models, tools, templates, and scoring systems, is and remains the exclusive intellectual property of 2SA. Nothing in the Agreement results in any transfer of the Methodology or any part of it to the Client.

Upon full payment of the agreed fee, the Client receives a non-exclusive, non-transferable, perpetual licence to use the Deliverables specifically prepared for the Client for internal business purposes. This licence includes the right to share Deliverables internally, to adapt them for internal use, and to reproduce them as necessary for internal business operations.

The licence does not include the right to publish the Deliverables, to commercialise them, to make them available to third parties, or to use them to develop comparable services or products, unless 2SA has given written consent.

2SA reserves the right to use the Methodology, in generalised and anonymised form, for other engagements, for the further development of its services, and for publication purposes, without prejudice to the confidentiality obligations set out in Article 8.

If the Client provides 2SA with materials, data, or intellectual property for the purposes of performing the Agreement, the intellectual property rights to those materials remain with the Client. The Client grants 2SA a right of use over those materials for the duration and the purpose of the Agreement.

## 8 Confidentiality

---

The Parties undertake to keep confidential all confidential information they receive from each other or from any other source in connection with the Agreement. Information is confidential if it has been identified as such by the disclosing Party or if its confidential nature follows from its character.

The confidentiality obligation does not apply to information that:

- was already publicly known at the time of disclosure, other than as a result of a breach of this confidentiality obligation;
- was lawfully obtained by the receiving Party from a third party not subject to a confidentiality obligation;
- was independently developed by the receiving Party without use of the confidential information; or
- must be disclosed by virtue of law, regulation, or a court order, in which case the disclosing Party shall, to the extent legally permitted, inform the other Party in advance.

The confidentiality obligation remains in force for three years after termination of the Agreement.

2SA is entitled to mention the Client by name in a reference list and to refer in general terms to the nature of the work performed, unless the Client objects in writing. Use of the Client's logo requires prior written consent.

## 9 Liability

---

2SA's liability towards the Client, on whatever ground, is limited per event or series of related events to the amount payable by the Client under the relevant Agreement to 2SA in the six months preceding the event giving rise to the damage, with an absolute maximum of fifty thousand euros (€ 50,000) per Agreement and per calendar year.

2SA is liable solely for direct damages. Liability for indirect damages — including but not limited to consequential damages, lost profits, missed savings, reduced goodwill, damages from business interruption, damages arising from third-party claims, and damages relating to the use of products, materials, or software of third parties recommended by 2SA — is excluded.

The limitations of liability set out in this article do not apply if the damage is the result of intent or wilful recklessness on the part of the management of 2SA.

Any claim by the Client lapses twelve months after the Client became aware or could reasonably have been aware of the event giving rise to the damage, and in any event twenty-four months after the end of the Agreement.

The Client indemnifies 2SA against claims by third parties, including the Client's employees, customers, or suppliers, that arise from or relate to the performance of the Agreement, unless there is intent or wilful recklessness on the part of the management of 2SA.

## 10 Force majeure

---

Force majeure means any circumstance that temporarily or permanently prevents performance of the Agreement and that cannot be attributed to 2SA, including extended illness of personnel involved in performance, disruptions to telecommunications or energy supplies, cyberattacks, pandemics, war, terrorism, and government measures.

In the event of force majeure, 2SA is entitled to suspend performance of the Agreement for the duration of the force majeure situation, or to terminate the Agreement in whole or in part if the force majeure situation continues for more than sixty days, without 2SA being liable for any compensation.

Performance already delivered up to the moment force majeure takes effect will be settled on a pro-rata basis.

## 11 Term and termination

---

The Agreement is entered into for the term stated in the proposal or engagement letter. In the absence of an agreed term, the Agreement ends by operation of law upon completion of the agreed Services.

Either Party may terminate the Agreement on an interim basis with thirty days' written notice, unless otherwise stipulated in the proposal or engagement letter. In the event of interim termination by the Client, the Client owes the fee for all work performed up to the moment of termination, as well as for costs already incurred or which can no longer be cancelled.

2SA is entitled to terminate the Agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, if:

- the Client is declared bankrupt, applies for suspension of payments, or becomes subject to debt restructuring under Dutch insolvency law (or an equivalent regime in the Client's jurisdiction);
- the Client ceases or liquidates its business;
- the Client fails to fulfil its obligations under the Agreement after written notice of default with a reasonable period.

Obligations that by their nature are intended to continue after termination of the Agreement remain in force after termination. This applies in any event to the provisions on intellectual property (Article 7), confidentiality (Article 8), liability (Article 9), and dispute resolution (Article 13).

## 12 Processing of personal data

---

To the extent that 2SA processes personal data in the performance of the Agreement for which the Client is the controller within the meaning of the General Data Protection Regulation (GDPR), or, where applicable, the UK GDPR, the Parties shall enter into a separate data processing agreement. In the absence of a separate data processing agreement, the obligations under Article 28 GDPR apply directly between the Parties.

For the processing of personal data of representatives of the Client in connection with entering into and performing the Agreement, 2SA acts as controller. This processing is governed by 2SA's privacy statement, which is available at [www.2scalealliances.com](http://www.2scalealliances.com).

## 13 Governing law and disputes

---

All Agreements between 2SA and the Client and these general terms and conditions are governed exclusively by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

All disputes arising out of or in connection with an Agreement shall be settled exclusively by the competent court in The Hague, the Netherlands, without prejudice to the right of 2SA to bring proceedings against the Client before any other court that has jurisdiction.

## 14 Amendment of these general terms and conditions

---

2SA is entitled to amend these general terms and conditions. Amendments are announced at least thirty days before they enter into force. For ongoing Agreements, the general terms and conditions applicable at the time the Agreement was concluded continue to apply, unless the Parties agree otherwise in writing.