

Consultancy Terms and Conditions

Prelude Analytics B.V.
Effective Date: Jan 2026

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Article 1. Definitions

In these Terms and Conditions, the following definitions apply:

- **Agreement:** The written agreement between Prelude Analytics and the Client under which Services are provided, including any appendices.
- **Annex:** Any annex attached to the Agreement.
- **Client:** The legal entity or individual entering into an Agreement with Prelude Analytics, as specified in the Proposal.
- **Client Materials:** Any data, documents, or materials provided by or on behalf of the Client for use in connection with the Services.

- **Confidential Information:** Any non-public information disclosed by one Party to the other, whether oral, written, or in any other form.
- **Deliverables:** The agreed outcomes of a project (e.g. reports, tools, models) as described in the Proposal.
- **Effective Date:** The date on which the Agreement comes into effect.
- **Force Majeure Event:** Any circumstance as defined in Article 6:75 of the Dutch Civil Code that prevents a Party from fulfilling its obligations.
- **Intellectual Property Rights:** All intellectual property rights, whether registered or unregistered, including but not limited to copyright, database rights, and trade secrets.
- **Party / Parties:** Prelude Analytics and/or the Client.
- **Prelude Analytics:** Prelude Analytics B.V., registered in the Netherlands.
- **Prelude Materials:** Any tools, software, data libraries, templates, and supporting materials developed or used by Prelude Analytics in connection with the Services.
- **Proposal:** The document (offer, quotation, or otherwise) specifying the scope of Services, Deliverables, fees, and timeline.
- **Services:** The consultancy services provided by Prelude Analytics, including the preparation and delivery of Deliverables.
- **Term:** The duration of the Agreement, starting from the Effective Date until termination.
- **Working Days:** Monday through Friday, excluding Dutch public holidays.

Article 2. Applicability

- 2.1 These Terms apply to all Agreements between Prelude Analytics and the Client.
- 2.2 Any general or purchase terms of the Client are explicitly excluded unless agreed in writing.
- 2.3 Prelude Analytics may update these Terms. Updates will be communicated to the Client at least 30 days in advance.
- 2.4 In the event of any conflict between the Proposal and these Terms, the Proposal shall prevail.

Article 3. Services

- 3.1 Prelude Analytics shall perform the Services to the best of its ability, using reasonable skill and care. No specific results are guaranteed.
- 3.2 Deliverables shall be provided in accordance with the agreed timeline, in digital format

unless agreed otherwise. Delays shall not constitute a default unless a formal notice of default has been issued.

3.3 Prelude Analytics reserves the right to assign or replace consultants working on the project, provided this does not negatively affect service quality. The Client may request one replacement during the Term, with written justification.

Article 4. Obligations of the Client

4.1 The Client shall timely provide all information and cooperation reasonably required by Prelude Analytics. The Client guarantees the accuracy and completeness of such information.

4.2 The Client shall appoint a dedicated contact person for the duration of the Services. This person and other personnel involved must have the necessary expertise.

Article 5. Term and Termination

5.1 The Agreement remains in force from the Effective Date until terminated in writing by either Party. A minimum one-month notice period may be requested.

5.2 Termination by the Client does not affect payment obligations for work already performed unless termination occurs under Article 5.3 or 5.4.

5.3 Either Party may terminate immediately for material breach if the breach is not remedied within 30 days of written notice.

5.4 Termination may also occur immediately in cases of insolvency, dissolution, suspension of business, or gross misconduct.

5.5 Obligations already executed at the time of termination remain enforceable.

Article 6. Intellectual Property

6.1 All Intellectual Property Rights to the Deliverables and Prelude Materials remain with Prelude Analytics and/or its licensors. No transfer of rights is implied.

6.2 Subject to Article 6.3, the Client may receive a non-exclusive, non-transferable license to use Deliverables internally for its own business purposes, if explicitly granted in the Proposal.

6.3 This license does not extend to third-party content. Licensing of third-party material must be arranged separately.

6.4 The Client retains ownership of the Client Materials. Prelude Analytics may request permission to use anonymized data or methods in other projects.

6.5 Nothing in the Agreement restricts Prelude Analytics from using general knowledge, tools, or experience gained during the engagement in other work.

Article 7. Confidentiality

Each Party shall treat all Confidential Information as strictly confidential and shall take reasonable precautions to prevent disclosure. This obligation does not apply to information that is public or already known to the receiving Party without breach of these Terms.

Article 8. Fees and Payment

8.1 The fees are specified in the Proposal and exclude VAT but include all other taxes unless otherwise stated. Travel and accommodation costs may be charged as agreed.

8.2 Prelude Analytics may propose additional fees for extra work or changes in scope. These will be based on agreed hourly rates unless otherwise specified.

8.3 Additional fees may arise if:

- a) The Client requests changes to the original scope;
- b) The Client fails to provide necessary information on time;
- c) Unforeseen circumstances increase costs.

8.4 Invoices must be paid within 14 days. Late payments incur statutory interest and may lead to suspension of work.

8.5 The Client must raise any invoice disputes within 14 days. Undisputed amounts must be paid on time.

Article 9. Liability

9.1 Each Party is liable for damages caused by breach of contract or unlawful acts, subject to the conditions below.

9.2 Liability arises only after a written notice of default and a 30-day remedy period, unless the breach is irreparable.

9.3 The burden of proof lies with the claiming Party.

9.4 The liability of Prelude Analytics for damages, as referred to in Article 9.1, is limited (per event or series of related events, and per calendar year) to direct damages, to the lesser of the following:

i) the amount paid out under Prelude Analytics' professional liability insurance in relation to the relevant claim; or

ii) the total fees paid by the Client under the Agreement in connection with the Services.

9.5 Prelude Analytics shall not be liable for any indirect or consequential damages, including but not limited to loss of profits, loss of savings, business interruption, reputational harm, or third-party claims.

9.6 The Client is liable for, and shall indemnify and hold harmless, Prelude Analytics from any third-party claims or damages relating to:

- a) any breach or negligent act by the Client under the Agreement; or
- b) the Client's use of the Deliverables or results of the Services.

Article 10. Force Majeure

10.1 If a Force Majeure Event occurs, the affected Party shall not be liable for non-performance or delayed performance of its obligations under the Agreement for the duration of the event.

10.2 The affected Party shall notify the other Party in writing without undue delay upon becoming aware of the Force Majeure Event, providing details and efforts to mitigate its effects.

10.3 If a Force Majeure Event continues for more than one (1) calendar month, the unaffected Party may terminate the affected Services without liability. The Agreement shall remain in effect for unaffected Services.

Article 11. Personal Data

Prelude Analytics may process limited personal data (e.g. business contact details) of the Client's representatives in the course of providing Services. Full details of Prelude Analytics' data handling practices can be found in its [Prelude Analytics Privacy & Cookie Statement](#). The Parties agree that the Services do not include the processing of personal data beyond what is necessary for communication and administration.

Article 12. Effects of Termination

12.1 Upon termination of the Agreement, Prelude Analytics shall archive the Deliverables, including any Client Materials, for a minimum of five (5) years unless agreed otherwise in writing.

12.2 Provisions of the Agreement that by their nature are intended to survive termination shall remain in effect, including but not limited to Articles 6 (Intellectual Property), 7 (Confidentiality), 9 (Liability), 12 (Effects of Termination), and 14 (General).

Article 13. Notices

All formal notices under the Agreement must be made in writing and sent to the contact person identified in the Proposal, by registered mail or by email with confirmation of receipt. Notices are deemed received:

- on the date of delivery at the postal address, or
- on the date the receiving Party's email server confirms receipt.
If delivery occurs outside normal business hours (9 AM – 5 PM CET on Workdays), the notice will be considered received on the next Workday.

Article 14. General Provisions

14.1 If any provision of this Agreement is held to be unlawful or unenforceable, the remainder shall remain in full force. The Parties shall negotiate a lawful substitute provision that reflects

the original intent.

14.2 Neither Party may assign, transfer, or license its rights or obligations under the Agreement without prior written consent of the other Party.

14.3 The Agreement is intended solely for the benefit of the Parties and is not enforceable by any third party.

14.4 This Agreement constitutes the entire understanding between the Parties, superseding all prior agreements or understandings (written or oral).

14.5 The Agreement is governed by Dutch law. It shall be construed as a contract for services (overeenkomst van opdracht) under Article 7:400 of the Dutch Civil Code. Nothing in the Agreement creates an employment, agency, or partnership relationship between the Parties.

14.6 All disputes arising from or related to the Agreement shall be exclusively submitted to the competent court in Limburg, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.