

## General Trade Terms – Exceptional Branding

Clarity is our craft. These are our ground rules.

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### 1. General

- 1.1 Exceptional Branding is a brand and trading name (DBA) of Objective Edge LLC, a company registered in the United Arab Emirates, hereinafter referred to as "Exceptional Branding".
- 1.2 Exceptional Branding provides consulting, training, and interim management services ("Services") in the fields of strategy, marketing, and organizational effectiveness.
- 1.3 These Terms apply to all offers, proposals, training engagements, consulting contracts, and interim assignments by Exceptional Branding ("Consultant") to and/or with its clients ("Client").
- 1.4 References made by Client to other terms and conditions shall not result in their applicability. Exceptional Branding expressly declines any conditions imposed by Client.
- 1.5 Agreements, deviations, or side letters are valid only if made in writing and in English and accepted by a managing partner of Exceptional Branding.
- 1.6 Once accepted, these Terms automatically apply to all subsequent assignments—because repetition is overrated.

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### 2. Offers and Agreements

- 2.1 All offers and proposals are non-binding and remain valid for fourteen (14) days, unless otherwise stated. After that period they automatically expire.
- 2.2 An agreement becomes effective once Exceptional Branding confirms acceptance in writing (email counts), or begins work with Client's consent.
- 2.3 All pricing is quoted exclusive of VAT, travel, and out-of-pocket expenses unless explicitly stated otherwise.
- 2.4 Exceptional Branding reserves the right to adjust fees for reasonable economic changes (e.g., inflation, extended scope, or new deliverables), after prior consultation with Client.

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### 3. Scope and Delivery of Services

- 3.1 The Consultant shall perform the agreed Services with care, clarity, and professionalism, but does not guarantee specific commercial outcomes.
- 3.2 Unless expressly agreed otherwise, deadlines are indicative, not absolute. A missed date is not a default; it's a cue to talk.
- 3.3 The Client shall provide timely access to information, decisions, and stakeholders. Failure to do so may delay delivery and

increase costs.

3.4 Exceptional Branding may engage trusted associates or subcontractors, while remaining fully responsible for the quality of work delivered.

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#### 4. Training and Workshops

4.1 Training dates are confirmed only upon written acceptance and (where required) advance payment.

4.2 Cancellations or postponements by Client (because we take preparation very seriously):

– Up to 21 days before the session: no charge.

– 8–20 days before: 50% fee due.

– 7 days or fewer: 100% fee due.

4.3 Exceptional Branding reserves the right to reschedule due to illness, force majeure, or circumstances beyond its control, with full cooperation to find a new date.

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#### 5. Interim Management

5.1 Interim management assignments are governed by the agreed proposal, typically invoiced per month or per day, with a one-month mutual notice period, unless otherwise specified.

5.2 Interim managers act independently and are not employees of Client.

5.3 Exceptional Branding remains responsible only for the professional conduct of its consultants – not for Client's internal business decisions or outcomes.

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#### 6. Fees, Invoicing, and Payment

6.1 To get us started, a 50% advance is required before we roll up our sleeves. The remaining 50% is due immediately upon delivery – fair play for fair work.

6.2 Late payments accrue interest at the prevailing statutory commercial rate under European law (as implemented in the Netherlands), plus five (5) percentage points per annum, calculated on a daily basis.

6.3 If payment is overdue, Exceptional Branding may pause work until payment is received – not as a punishment, but as an incentive for punctuality.

6.4 All collection costs (legal or otherwise) are for Client's account.

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#### 7. Confidentiality and Intellectual Property

- 7.1 Both parties shall treat all information exchanged as confidential and not disclose it to third parties without consent.
- 7.2 All concepts, models, frameworks, slides, and written materials developed by Exceptional Branding remain its intellectual property, even if created during an assignment.
- 7.3 The Client receives the right to use deliverables internally and for their intended purpose only.
- 7.4 Reproducing, re-branding, or reselling Exceptional Branding materials without written consent is prohibited (and poor form).

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## 8. Liability

- 8.1 Upon signing an agreement with Exceptional Branding, Client expressly agrees that Exceptional Branding shall not be liable for any loss, damage, cost, or claim of any kind, whether direct, indirect, incidental, or consequential, arising out of or related to the performance of its Services. In all cases, liability is expressly excluded to the fullest extent permitted by law.
- 8.2 Upon signing an agreement with Exceptional Branding, Client expressly agrees that Exceptional Branding is not liable for indirect damages such as lost profits, business interruption, reputational damage, or coffee spilled during a workshop.
- 8.3 Any claim must be submitted in writing within 30 days after discovery of the event giving rise to the claim. After that, the claim gracefully expires.
- 8.4 Upon signing an agreement with Exceptional Branding, Client expressly agrees that Client indemnifies Exceptional Branding and its consultants from any third-party claims arising from the use or implementation of the Services, except in cases of proven gross negligence or deliberate misconduct.

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## 9. Force Majeure

- 9.1 Neither party shall be liable for delays or failures caused by events beyond reasonable control: illness, travel restrictions, strikes, pandemics, acts of government, or technology having a bad day.
- 9.2 If such a situation persists beyond 60 days, either party may terminate the agreement in writing without liability, other than payment for work already done.

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## 10. Termination

- 10.1 Either party may terminate the agreement if the other materially breaches it and fails to cure within 14 days after written notice.
- 10.2 Upon termination, Client shall pay for all Services performed by Exceptional Branding up to the effective date.

10.3 Exceptional Branding may retain ownership of any work not yet fully paid for – we are value for value traders all the way.

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## 11. Applicable Law and Jurisdiction

11.1 These Terms and any agreements arising from them shall be governed by and construed in accordance with Dutch law, under the framework of European Union law.

11.2 All disputes arising out of or related to these Terms shall be submitted to the competent court in Amsterdam, The Netherlands, unless Exceptional Branding designates another competent venue for practical reasons. The choice of Dutch law does not affect any mandatory legal rights that may apply to the Client under its own local law.

11.3 If any clause in these Terms is found invalid, the rest remain perfectly valid – clarity endures.

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November 2, 2025