

Terms and Conditions for The Purple Swans

Terms and Conditions

Effective Date: 10-12-2024

These Terms and Conditions govern the provision of consultancy services by The Purple Swans (TPS). Please read these Terms carefully before engaging with our services.

1. Interpretation and Definitions

1.1 Interpretation

Capitalized terms used in these Terms have the meanings assigned to them in the Definitions section.

1.2 Definitions

For the purposes of these Terms:

- **Affiliate:** Any entity controlling, controlled by, or under common control with a party, where "control" refers to ownership of at least 50% of voting rights or shares.
- **Company:** Refers to The Purple Swans, registered in The Netherlands, and operating under the name "We", "Us", or "Our."
- **Client:** Refers to the individual, company, or entity engaging our consultancy services.
- **Service:** Refers to TPS's consultancy offerings, including strategic planning, risk management, innovation ideation, and leadership training.
- **Agreement:** Refers to these Terms and any service-specific agreements between the Client and TPS.
- **You:** Refers to the Client engaging our services.

2. Acknowledgment

By engaging The Purple Swans' consultancy services, You agree to comply with these Terms. If You disagree with any part of these Terms, You may not access our services.

3. Provision of Services

3.1 Scope of Engagement

TPS will provide strategic consultancy services as outlined in each specific Statement of Work (SOW). Services may include strategic audits, workshops, innovation development, and cultural transformation programs.

3.2 Client Responsibilities

- Provide accurate and timely information.
- Facilitate TPS's access to relevant personnel and resources.
- Ensure timely payments as specified in the SOW.

4. Fees and Payment Terms

- Fees will be outlined in the SOW.
- Invoices are payable within 30 days of receipt. Late payments may incur interest at a rate of 1.5% per month and may result in suspension of services.

5. Intellectual Property

All materials, methodologies (e.g., Fear-Forward Model®), and deliverables created by TPS remain its exclusive intellectual property. The Client is granted a non-exclusive, non-transferable license to use the outputs for internal purposes only unless explicitly agreed otherwise in the SOW.

6. Confidentiality

Both parties agree to maintain the confidentiality of proprietary and sensitive information exchanged during the engagement. Disclosure to third parties is prohibited without prior written consent unless required by law.

7. Limitation of Liability

TPS's liability is limited to direct damages up to the total fees paid by the Client for the specific engagement. TPS is not responsible for indirect, incidental, or consequential damages, and does not guarantee specific outcomes given the unpredictable nature of strategic challenges.

8. Termination

Either party may terminate the engagement with 30 days' written notice:

- **By the Client:** Subject to payment of fees for services rendered and any non-recoverable costs incurred.
- **By TPS:** Immediately, in the event of breach of these Terms or non-cooperation by the Client.

9. Dispute Resolution

Disputes arising out of or in connection with the engagement will first be addressed through good faith negotiation. If unresolved, disputes will be mediated by an independent mediator. Should mediation fail, the matter will proceed to arbitration under the rules of the Netherlands Arbitration Institute (NAI) in The Netherlands.

10. Governing Law

These Terms and all related engagements shall be governed by and construed in accordance with the laws of The Netherlands.

11. Limitation of Service

TPS's services are advisory in nature. Implementation of recommendations remains the responsibility of the Client, and TPS disclaims liability for financial, legal, or compliance-related impacts of the Client's decisions.

12. Non-Solicitation

For the duration of the engagement and for 12 months thereafter, neither party shall solicit the employment of personnel directly involved in the engagement without prior written consent.

13. Force Majeure

TPS shall not be held liable for any delay or failure to perform its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to acts beyond human control, pandemics, or other unforeseen events.

14. Changes to Terms

TPS reserves the right to update these Terms at any time. Reasonable notice will be provided before updates take effect. Continued use of our services constitutes acceptance of revised Terms.

15. Entire Agreement

These Terms and the accompanying SOW constitute the entire agreement between TPS and the Client, superseding all prior agreements, communications, or understandings.

16. Contact

For questions regarding these Terms, please contact:

- **Email:** info@thepurpleswans.com

Website: www.thepurpleswans.com