

General Terms of Engagement

Version 1.0 · 12 September 2026 · Governed by Dutch law · Attach to proposals and statements of work.

Agents In White · Private AI Intelligence Studio

Effective date: 12 September 2026 · Version 1.0

These terms apply to every proposal, order, statement of work, and delivery by AIW Systems Europe B.V., trading as Agents In White. They are offered exclusively to professional parties. The Client's own purchase conditions are expressly rejected.

1. Definitions

AIW — AIW Systems Europe B.V., trading as Agents In White, Chamber of Commerce (KvK) and VAT (BTW) numbers as stated on the Engagement documents and invoices, registered at Alphen aan den Rijn, Netherlands.

Client — the professional party entering into an Engagement with AIW.

Engagement — the signed proposal, order, or statement of work, together with these terms and any annexes.

Deliverable — any system, agent, workflow, model configuration, prompt library, integration, dashboard, portal, document, or code AIW delivers under an Engagement.

AIW Framework IP — the reusable architecture, methods, patterns, agent scaffolding, prompt engineering techniques, libraries, tooling, and know-how AIW brings to or develops during an Engagement and uses across clients.

Client Data — data, documents, credentials, and content the Client makes available to AIW.

Model Provider — a third-party supplier of foundation models or AI infrastructure used in a Deliverable.

Output — content, decisions, recommendations, classifications, or actions produced by a Deliverable at runtime.

2. Formation And Order Of Precedence

2.1 An Engagement is formed when both parties sign a proposal, order, or statement of work, or when AIW begins performance at the Client's written instruction.

2.2 Proposals are valid for 14 days unless stated otherwise and are non-binding until signed.

2.3 In case of conflict, the following order applies: (a) the signed statement of work, (b) the Data Processing Agreement, (c) these terms, (d) the IP & Licence Terms, (e) any other annex.

2.4 Amendments bind only when recorded in writing, including by email confirmation between authorised representatives.

3. Scope And Change Control

3.1 AIW performs the Engagement with the care of a competent professional. Unless the statement of work expressly states a result obligation, AIW's obligation is an obligation of effort (*inspanningsverbinten*is), not of result.

3.2 Anything not described in the statement of work is out of scope. Discovery findings that expand the problem do not automatically expand the scope.

3.3 Changes to scope, architecture, integrations, or volumes are agreed in writing before work proceeds, with the effect on fees and timeline stated. AIW may decline a change that compromises the integrity or security of the system.

3.4 Timelines, including any indicative "first system live" horizon, assume timely delivery of access, data, decisions, and reviews by the Client. Client delay shifts the timeline by at least the length of the delay.

4. Client Obligations

4.1 The Client provides accurate information, timely decisions, a single empowered point of contact, and the access, accounts, licences, and environments the Engagement requires.

4.2 The Client warrants that it is entitled to make Client Data available to AIW and to have it processed as instructed, including in respect of third-party rights, personal data, and confidentiality obligations towards others.

4.3 The Client is responsible for the lawfulness of the intended use of a Deliverable within its own organisation and sector, including any regulatory authorisation, notification, works council consultation, or assessment its use requires.

4.4 The Client maintains its own backups of Client Data. AIW's backups serve continuity of delivery and are not a substitute.

4.5 Credentials issued to AIW are limited to what the work requires and are revoked by the Client on completion.

5. Delivery And Acceptance

5.1 AIW delivers in iterations. Each iteration is made available for review in a shared environment.

5.2 Unless the statement of work provides otherwise, a Deliverable is deemed accepted if the Client does not report material defects in writing within 10 business days of being made available, or if the Client puts it into productive use.

5.3 A material defect is a reproducible failure to meet the functional description in the statement of work. Preferences, refinements, and newly conceived requirements are handled as changes under §3.3.

5.4 AIW remedies reported material defects at no charge within a reasonable period. If a defect cannot reasonably be remedied, the parties agree a proportionate reduction of the corresponding fee.

5.5 AI-based components are probabilistic. Non-deterministic variation in Output that remains within the agreed accuracy or quality thresholds is not a defect.

6. Fees, Invoicing, And Payment

6.1 Fees are stated in euros, exclusive of VAT and of third-party costs such as Model Provider usage, hosting, licences, and API consumption, which are passed through at cost unless included expressly.

6.2 Fixed-price Engagements are invoiced per the milestone schedule in the statement of work. Time-and-materials work is invoiced monthly in arrears. Retainers and subscriptions are invoiced in advance.

6.3 Payment is due within 14 days of the invoice date, without set-off, deduction, or suspension.

6.4 On late payment the Client owes statutory commercial interest under Article 6:119a of the Dutch Civil Code without notice of default, plus reasonable collection costs.

6.5 AIW may suspend performance, access, and hosted components after written notice if an undisputed invoice remains unpaid for more than 14 days beyond its due date. Suspension does not relieve the Client of payment.

6.6 Rates may be adjusted once per calendar year with 30 days' notice. For Engagements longer than 12 months, AIW may additionally index rates to the Dutch CPI.

6.7 Third-party consumption costs are the Client's responsibility. Where the Client controls usage volumes, AIW gives no guarantee of the resulting cost.

7. Term, Suspension, And Termination

7.1 Project Engagements end on acceptance of the final Deliverable. Recurring Engagements run for the stated term and renew for successive equal periods unless terminated in writing one month before the end of the current period.

7.2 Either party may terminate immediately, in writing, if the other commits a material breach that is not cured within 14 days of written notice, becomes insolvent, enters suspension of payments, or ceases business.

7.3 The Client may terminate a project Engagement for convenience against payment of all work performed, all irrevocable third-party commitments, and 30% of the remaining contracted fee as compensation for reserved capacity.

7.4 AIW may terminate immediately where continuation would breach law, the AI Disclosure & Acceptable Use Policy, a Model Provider's terms, or AIW's professional standards.

7.5 On termination AIW returns or deletes Client Data in accordance with the Data Processing Agreement, hands over Deliverables paid for in full, and issues a final invoice. Clauses on confidentiality, intellectual property, liability, and governing law survive.

7.6 Where AIW operates a Deliverable, an exit period of up to 60 days is available at AIW's standard rates for migration support and knowledge transfer, on request before termination takes effect.

8. Intellectual Property

8.1 Ownership and licensing are governed by the IP & Licence Terms, which form part of the Engagement.

8.2 In summary: the Client owns its Client Data and, on full payment, receives the agreed rights to the Deliverable as configured for it; AIW retains all rights in AIW Framework IP and in anything reusable.

8.3 No rights transfer before the Client has paid in full. Until then the Client holds a revocable licence to use the Deliverable for evaluation only.

9. Confidentiality

9.1 Each party keeps the other's confidential information confidential, uses it only for the Engagement, and protects it with at least the care it applies to its own confidential information.

9.2 Confidentiality survives for five years after the Engagement ends, and indefinitely for trade secrets, source code, and security information.

9.3 Where a separate NDA exists, it applies alongside these terms; in case of conflict, the stricter provision prevails.

9.4 AIW's studio model is closed-source by default. AIW does not disclose the identity of clients, the existence of engagements, or architectural detail without written consent.

10. Personal Data

10.1 Where AIW processes personal data on the Client's behalf, the Data Processing Agreement applies and prevails over these terms on that subject.

10.2 The Client, as controller, determines the purposes and means of that processing and is responsible for its lawful basis, for informing data subjects, and for any data protection impact assessment.

11. AI-Specific Provisions

11.1 **Probabilistic behaviour.** Deliverables incorporating AI produce Output that may be incomplete, inaccurate, or unexpected. AIW builds guardrails, evaluation sets, and verification steps but does not warrant that Output is correct, complete, or fit for a particular decision.

11.2 **Human oversight.** The Client keeps meaningful human oversight over consequential decisions, and will not route legal, medical, financial, employment, credit, safety, or similar decisions to a Deliverable without human review, unless the statement of work expressly designs for it and the Client accepts responsibility for that design.

11.3 **Regulatory classification.** AIW will inform the Client where a use case appears to fall within a regulated category under the EU AI Act or comparable law. Classification, conformity assessment, registration, and end-user notification obligations arising from the Client's deployment rest with the Client as deployer, and with the Client as provider where it puts a system on the market under its own name.

11.4 **Model dependency.** Model Providers change, deprecate, reprice, and restrict their models. AIW is not liable for degradation, interruption, or cost increase caused by a Model Provider, and will propose a migration path where a change materially affects a Deliverable. Migration is chargeable work unless the statement of work provides otherwise.

11.5 **Training.** AIW does not use Client Data to train models made available to other clients or to the public, and configures Model Providers to exclude Client Data from provider training where that option exists.

11.6 **Evaluation.** Accuracy, latency, and quality thresholds are binding only where they are stated in the statement of work with a defined test set and measurement method.

12. Warranties And Disclaimers

12.1 AIW warrants that it will perform with professional skill and care, that it is entitled to deliver the Deliverable, and that Deliverables will materially conform to the statement of work for 30 days after acceptance.

12.2 All other warranties, express or implied, including merchantability, fitness for a particular purpose, uninterrupted operation, and freedom from error, are excluded to the extent permitted by law.

12.3 AIW gives no warranty in respect of: third-party software, APIs, and Model Providers; Client Data quality; modifications made by the Client or a third party; use outside the documented scope; or outcomes such as revenue, savings, headcount reduction, or competitive advantage.

13. Liability

13.1 AIW's total liability per Engagement per calendar year is limited to the fees paid by the Client under that Engagement in the 12 months preceding the event, with an absolute maximum of EUR 100,000.

13.2 AIW is not liable for indirect or consequential loss, including loss of profit, revenue, savings, data, goodwill, reputation, business interruption, missed opportunity, or third-party claims, nor for loss arising from reliance on AI Output without the human oversight required by §11.2.

13.3 A claim lapses unless it is notified in writing within 60 days of discovery and, in any event, within 12 months of the event.

13.4 These limits do not apply to liability for intent or wilful recklessness, for death or personal injury, or where mandatory law prohibits limitation.

13.5 Any liability cap is an allocation of risk reflected in the fee. It applies per event and per series of connected events.

14. Indemnity

14.1 The Client indemnifies AIW against third-party claims arising from Client Data, from the Client's use or deployment of a Deliverable, from breach of §4.2, §4.3, or §11.2, and from use contrary to the AI Disclosure & Acceptable Use Policy.

14.2 AIW indemnifies the Client against third-party claims that a Deliverable, as delivered by AIW and used as documented, infringes an intellectual property right in the EEA, provided the Client notifies AIW promptly and leaves the defence to AIW. AIW may modify or replace the affected element, or refund the fee for it and terminate the affected part. This indemnity does not cover Output, Client Data, Client modifications, or third-party and open-source components under their own terms.

15. Miscellaneous

15.1 **Subcontracting.** AIW may engage subcontractors and remains responsible for their performance and bound by confidentiality.

15.2 **Force majeure.** Neither party is liable for failure caused by events beyond reasonable control, including infrastructure and Model Provider outages, cyber-attack, regulatory intervention, and industrial action. If force majeure persists beyond 60 days, either party may terminate the affected part without liability.

15.3 **Non-solicitation.** During the Engagement and for 12 months after, neither party will actively solicit the other's personnel involved in the Engagement. General recruitment advertising is not solicitation.

15.4 **Publicity.** AIW may refer to an Engagement in anonymised form. Use of the Client's name, logo, or project detail requires written consent.

15.5 **Assignment.** Neither party may assign the Engagement without the other's written consent, except to a group company or an acquirer of substantially all of its business.

15.6 **Notices.** Notices are valid by email to the addresses stated in the Engagement, with delivery presumed on the next business day.

15.7 **Severability.** An unenforceable provision is replaced by a valid provision closest to its intent; the remainder stays in force.

15.8 **Entire agreement.** The Engagement and its annexes supersede all prior statements, proposals, and representations on the same subject.

15.9 **Language.** The English text prevails over any translation.

16. Governing Law And Forum

16.1 Dutch law governs the Engagement. The Vienna Sales Convention does not apply.

16.2 Disputes are submitted exclusively to the Rechtbank Den Haag, Netherlands.

16.3 Before litigating, the parties will attempt resolution at senior level within 30 days of written notice of the dispute. Either party may seek interim relief at any time.