



Wayfound

General Terms & Conditions

LAST UPDATED JUNE 2026

I. Definitions

- 1.1 “Wayfound”: the trade name of the sole proprietorship of Laura van der Velden, registered with the Dutch Chamber of Commerce (KvK) under number 75654059, VAT number NL001155540B68.
- 1.2 “Client”: any legal entity or natural person that engages Wayfound for Services or with whom Wayfound is in discussion about doing so.
- 1.3 “Services”: all work carried out by Wayfound, including (but not limited to) retail strategy advice, category and channel analysis, commercial scans, market entry programmes, coaching, workshops, partnerships and any related deliverables.
- 1.4 “Engagement”: any request or instruction, whether oral or written, from a Client for Wayfound to perform Services.
- 1.5 “Agreement”: any arrangement (including a signed proposal, statement of work or confirmed quotation) under which Wayfound performs Services for the Client, together with any amendments and these Terms.
- 1.6 “Confidential Information”: all non-public information of a party that is designated as confidential or that by its nature would reasonably be understood to be confidential, including business strategies, client data, pricing, methods and proprietary frameworks.

2. Applicability

- 2.1 These Terms apply to every quotation, Engagement and Agreement between Wayfound and the Client. They apply from the moment a quotation is sent or work begins.
- 2.2 Any general terms or purchasing conditions of the Client are expressly excluded unless Wayfound has agreed to them in writing.
- 2.3 Where a specific written Agreement and these Terms conflict, the written Agreement prevails.
- 2.4 If any provision of these Terms is found to be void or unenforceable, the remaining provisions continue in full force. Wayfound and the Client will replace the invalid provision with one that best reflects the original intent.

3. Quotations and Engagement

- 3.1 Quotations are without obligation and valid for the period stated, or 30 days if no period is stated.
- 3.2 Quotations are based on information provided by the Client. The Client warrants that it has provided all information material to the scope and execution of the Engagement.
- 3.3 An Agreement is formed when the Client accepts a quotation or proposal in writing (including by email), or when Wayfound begins the work at the Client’s request. A composite quotation does not obligate Wayfound to perform part of the scope at a proportionate price.
- 3.4 Quotations do not automatically apply to future Engagements.



4. Performance of Services

- 4.1 Wayfound performs the Services to the best of its ability, in accordance with professional standards. Wayfound's obligations are obligations of effort ("inspanningsverplichtingen"), not guarantees of a specific commercial outcome such as a retail listing, increase in turnover or product placement.
- 4.2 Wayfound is entitled to engage third parties where necessary for proper performance of the Engagement. This is done in consultation with the Client.
- 4.3 Indicative timelines are observed by Wayfound to the best of its ability. If a delay of more than two weeks is anticipated, Wayfound will notify the Client promptly and consult on an amended planning. A delay does not entitle the Client to a reduction in the agreed fees unless the parties agree otherwise in writing.

5. Client Obligations

- 5.1 The Client provides Wayfound in a timely manner with all information, access and cooperation reasonably required for the Engagement, including access to relevant personnel.
- 5.2 If the Client fails to provide required information or cooperation, Wayfound may suspend the Engagement and invoice additional costs resulting from the delay at its standard rates.
- 5.3 Wayfound is not liable for damage of any kind arising from reliance on incorrect or incomplete information provided by the Client, unless the error or omission was apparent to Wayfound.
- 5.4 Where agreed, the Client makes available a suitable workspace with internet access at no charge to Wayfound.

6. Changes and Additional Work

- 6.1 If the Client requests changes to the scope, approach or timeline mid-Engagement, Wayfound will indicate the impact on fees and planning before proceeding.
- 6.2 Additional work agreed in writing constitutes a separate Engagement and is invoiced accordingly at the agreed or standard rates.

7. Fees and Payment

- 7.1 Fees are as set out in the applicable quotation or Agreement, exclusive of Dutch VAT (BTW) and any other taxes or levies imposed by law, unless stated otherwise.
- 7.2 Invoicing takes place as agreed in the proposal. In the absence of a specific arrangement, Wayfound invoices upon confirmation of the Engagement.
- 7.3 Expenses not included in the agreed fee (such as travel and accommodation) may be invoiced separately with prior agreement.
- 7.4 Payment is due within 14 days of the invoice date. If payment is not received within that period, the Client is in default by operation of law, without further notice being required. Wayfound may then: (a) charge statutory commercial interest from the original due date; (b) invoice reasonable collection costs; and (c) suspend the Engagement.
- 7.5 The Client pays all invoiced amounts without deduction, discount or set-off.

- 7.6 Upon early termination of an Engagement by the Client, no refund is given for work already invoiced or for amounts due under the Agreement. If payment is made in instalments, all remaining instalments remain due.

8. Programmes and Sessions

- 8.1 Sessions may be rescheduled or cancelled up to 5 business days in advance at no charge. Sessions cancelled within 5 business days may be invoiced in full.
- 8.2 For ongoing programmes, the Client must plan any included 1:1 or coaching sessions within the programme's duration. No sessions can be claimed after the programme period has ended.
- 8.3 Wayfound reserves the right to adjust the content or format of any online environment or programme materials at any time for quality purposes. If an online environment is discontinued, the Client will be given reasonable advance notice and an alternative means of accessing the content for the agreed period.
- 8.4 After written confirmation of an Engagement, registration is final unless Wayfound notifies the Client that the Engagement is not a suitable match. In that case, any payment is refunded as soon as possible.

8A. Advisory Retainer (True North – Strategic Partnership)

- 8A.1 The Advisory Retainer has a minimum term of three (3) months, unless agreed otherwise in writing.
- 8A.2 After the minimum term, either party may terminate the Retainer with 30 days' written notice before the end of a calendar month.
- 8A.3 Hours or sessions not used within a calendar month lapse at the end of that month. Unused capacity does not carry over to a subsequent month and does not give rise to any right of refund or credit.
- 8A.4 The Retainer is invoiced at the beginning of each calendar month. Months already invoiced are not credited upon termination in accordance with article 8A.2.

9. Intellectual Property

- 9.1 All frameworks, templates, models, methods and materials developed or used by Wayfound (including The Buyer's Eye, the Wayfound framework and any derivative works) remain the intellectual property of Wayfound. These Terms do not transfer any intellectual property rights to the Client.
- 9.2 Deliverables produced for the Client are provided for the Client's own internal business use only. The Client may not publish, resell, sublicense or share deliverables with third parties without Wayfound's prior written consent.
- 9.3 The Client may reproduce deliverables internally to the extent necessary for the purpose of the Engagement.

- 9.4 Wayfound may use general knowledge, insights and experience gained during an Engagement for other purposes, provided no Confidential Information of the Client is disclosed.
- 9.5 Wayfound may refer to the Client's name and the nature of work performed as a general indication of experience and track record only after the Client has given prior written consent. Use of the Client's name in case studies, presentations or any publicly accessible content always requires separate and explicit written approval from the Client.

10. Confidentiality and Non-Disclosure

- 10.1 Each party ("Receiving Party") agrees to: (a) keep Confidential Information of the other party ("Disclosing Party") strictly confidential; (b) use it only for purposes of the Agreement; and (c) not disclose it to third parties without prior written consent.
- 10.2 The Receiving Party applies at least the same degree of care to the Disclosing Party's Confidential Information as it applies to its own, and no less than reasonable care.
- 10.3 These obligations do not apply to information that: (a) is or becomes publicly available through no breach of these Terms; (b) was already in the Receiving Party's possession before disclosure; (c) is received from a third party without restriction; or (d) must be disclosed by law or court order. In that case, the Receiving Party gives prompt notice to the Disclosing Party where permitted.
- 10.4 Confidentiality obligations survive termination of the Agreement for a period of two (2) years.
- 10.5 The Client may not disclose Wayfound's working methods, approach or reports to third parties without Wayfound's prior written consent.

11. Non-Compete and Exclusivity

- 11.1 Wayfound works with multiple clients across categories and retail markets. Unless segment exclusivity is specifically agreed in writing (see 11.2), the Client has no claim to exclusivity of any kind. Wayfound explicitly does not accept general non-compete obligations as part of these Terms.
- 11.2 Where an Agreement includes segment exclusivity, the scope (category, channel and/or geography), definition and duration are set out in that Agreement. Exclusivity only takes effect upon written confirmation and has no retrospective effect.
- 11.3 Wayfound will not share Confidential Information of one client with another client, regardless of whether those clients are competitors. This obligation is covered by section 10.
- 11.4 Wayfound's general market knowledge, category expertise and commercially available insights are not restricted by any exclusivity or confidentiality obligation and may be applied freely across all Engagements.

12. Personal Data

- 12.1 Each party is responsible for its own compliance with applicable data protection law, including the General Data Protection Regulation (GDPR / AVG).
- 12.2 Where Wayfound processes personal data in the context of an Engagement, it does so as controller in accordance with its privacy policy.
- 12.3 Where applicable, the parties will enter into a data processing agreement in accordance with Article 28 GDPR.



- 12.4 Wayfound may use digital tools and AI-assisted software in the performance of Services, including tools for analysis, transcription and reporting. Where such tools involve the processing of personal data of the Client or its employees, Wayfound will put in place appropriate data processing agreements to the extent required under applicable law.

13. Liability

- 13.1 Wayfound is not liable for any indirect or consequential damage, including loss of profit, missed retail listings, lost turnover, missed opportunities or reputational damage.
- 13.2 Wayfound's total liability for direct damage, on any legal basis, is limited to the total fees paid by the Client for the Engagement in question (excluding VAT). For ongoing Engagements lasting more than three months, liability is further limited to fees paid in the three months preceding the event giving rise to the claim.
- 13.3 Any claim must be submitted within three months of the Client discovering the damage, failing which the claim lapses.
- 13.4 The limitations in this section do not apply in the case of wilful misconduct or gross negligence by Wayfound.
- 13.5 Wayfound is not liable for damage resulting from third parties engaged at the Client's direction. The Client indemnifies Wayfound against claims from such third parties.

14. Force Majeure

- 14.1 Wayfound is not liable for delay or failure to perform caused by circumstances beyond its reasonable control, including illness, disruption of services by third parties, theft or failure of equipment.
- 14.2 Obligations are suspended for the duration of such circumstances. If force majeure continues for more than three months, either party may terminate the Agreement in writing without liability for damages.

15. Term and Termination

- 15.1 An Agreement runs for the duration agreed in the proposal or, if not stated, for the time needed to complete the Engagement.
- 15.2 The Client may not unilaterally cancel or terminate an ongoing Agreement unless the parties have explicitly agreed this option in writing.
- 15.3 Where termination by the Client is agreed, the Client owes 50% of the outstanding unpaid fees unless a different amount is specified in the Agreement.
- 15.4 Wayfound may terminate an ongoing Agreement with 30 days' written notice to the Client. Work completed up to the date of termination is invoiced on a pro-rata basis at the applicable rate. Wayfound will endeavour to complete or hand over any work in progress in an orderly manner during the notice period.
- 15.5 Wayfound may suspend or terminate the Agreement with immediate effect if: (a) the Client fails to meet its obligations; (b) the Client becomes insolvent, applies for suspension of payments or is subject to attachment of assets; or (c) circumstances arise outside Wayfound's control that prevent proper execution.

15.6 On termination, all outstanding amounts are immediately due and payable. The Client returns any deliverables provided by Wayfound if so requested.

15.7 Sessions cancelled by the Client with less than 5 business days' notice are invoiced in full.

16. Governing Law and Disputes

16.1 These Terms and all Agreements are governed exclusively by Dutch law.

16.2 Any disputes are submitted to the competent court in Amsterdam, unless mandatory law provides otherwise.

17. Contact

Questions about these Terms can be sent to hello@wayfound.nl.

Last updated: June 2026 · Wayfound · KvK 75654059 · BTW NL001155540B68 · hello@wayfound.nl