NC

Northcape Studio B.V.

STRATEGY · DESIGN · ENGINEERING

FOR SIGNATURE

REFERENCE	**PSA-2026-0417**
EFFECTIVE DATE	**15 June 2026**
VERSION	**1.0**

AGREEMENT PSA-2026-0417 · EXECUTED IN AMSTERDAM

Professional Services Agreement

Direct-Booking Platform & Brand System for Vandermeer Hospitality Group

This Agreement sets out the terms on which Northcape Studio B.V. will design and deliver a new direct-booking platform and a refreshed brand system for the seven boutique properties operated by Vandermeer Hospitality Group B.V. The engagement runs from discovery through to public launch and a 30-day hypercare period.

SERVICE PROVIDER

Northcape Studio B.V.
Digital product & brand studio

Keizersgracht 482
1017 EG Amsterdam, Netherlands
KVK 64027185 · VAT NL855612049B01
NL24 ABNA 0517 4982 36 · ABNANL2A

Daan Verhoeven, Managing Partner
daan@northcapestudio.com · +31 20 261 4490

CLIENT

Vandermeer Hospitality Group B.V.
Boutique hotels & restaurants

Oudegracht 158
3511 AZ Utrecht, Netherlands
KVK 30192847 · VAT NL812559331B01

Sophie Janssen, Chief Operating Officer
s.janssen@vandermeergroup.nl · +31 30 233 7180

SCHEDULE A — Scope of Services

INCLUDED IN THIS ENGAGEMENT

- Discovery: stakeholder interviews, competitor review, analytics audit and information architecture for the new booking platform.
- Brand refresh: logo system, typography, colour palette, photography direction and a concise brand guidelines document.
- Design and front-end build of a responsive, multilingual (NL/EN) booking website covering all seven properties.
- Integration with the Mews property-management system via API for live availability, rates and reservations.
- Headless CMS setup with editorial workflows and migration of existing property and content pages.
- Accessibility to WCAG 2.2 AA, performance tuning, QA, launch support and a 30-day hypercare period.

EXCLUSIONS

- Ongoing content production, copywriting and professional photography shoots.
- Paid media, SEO retainers and third-party licence or subscription fees (e.g. Mews, hosting).
- Native iOS / Android applications and loyalty-programme functionality.

SCHEDULE B

Milestones, Deliverables & Fees

Engagement window: **15 Jun 2026** → target go-live **30 Oct 2026** · 5 milestones · fees quoted in EUR, exclusive of VAT.

#	MILESTONE & DELIVERABLE	TARGET DATE	FEE
M1	**Discovery & UX Strategy** Research report, sitemap, journey maps and information architecture	26 Jun 2026	€14,500.00
M2	**Brand Identity & Design System** Logo system, brand guidelines and reusable UI kit	24 Jul 2026	€22,000.00
M3	**Booking Platform Build** Responsive website with Mews PMS API integration	18 Sep 2026	€38,500.00
M4	**CMS & Content Migration** Headless CMS, editorial workflows and migrated content	09 Oct 2026	€16,000.00
M5	**QA, Launch & Handover** Tested live site, documentation and team training	30 Oct 2026	€12,500.00
	TOTAL PROFESSIONAL FEES (EXCL. VAT)		**€103,500.00**

PAYMENT TERMS

- 30% advance invoiced on signing of this Agreement.
- Remaining balance invoiced per milestone upon written acceptance.
- Invoices payable net 14 days to NL24 ABNA 0517 4982 36.
- Out-of-scope work billed at €135.00 per hour.

Subtotal (excl. VAT)	**€103,500.00**
VAT (21%)	**€21,735.00**
TOTAL DUE	**€125,235.00**

Fees are fixed for the milestones listed above and remain valid for 30 days from the date of this Agreement. Pre-approved travel and third-party expenses are billed at cost. All amounts are in euro and exclude Dutch VAT at 21%.

TERMS

Terms & Conditions

1. Engagement & Scope of Services

The Service Provider shall perform the services described in Schedule A and deliver the milestones and deliverables set out in Schedule B (together, the "Services"). Any work not expressly described is outside the scope of this Agreement and will be handled as a change request under clause 4.

2. Term & Timeline

This Agreement takes effect on the Effective Date and remains in force until all milestones have been accepted and the 30-day hypercare period has ended, unless terminated earlier in accordance with clause 10. Target dates in Schedule B are good-faith estimates and depend on timely input and approvals from the Client.

3. Fees & Payment

In consideration of the Services, the Client shall pay the fees set out in Schedule B, exclusive of VAT. An advance of 30% of the total fee is invoiced on signing; the remaining balance is invoiced per milestone upon acceptance. Invoices are payable within 14 days of the invoice date, and overdue amounts accrue interest at 1.5% per month.

4. Change Requests

Either party may request a change to the Services in writing. Approved changes that affect scope, fees or timeline are recorded in a signed change order and, unless otherwise agreed, charged at the Service Provider's standard rate of EUR 135 per hour.

5. Acceptance

The Client has seven (7) business days from delivery of each milestone to review it and notify the Service Provider in writing of any material non-conformities. If no such notice is given within that period, the milestone is deemed accepted.

6. Client Responsibilities

The Client shall provide timely access to relevant stakeholders, brand assets, content, systems and approvals, and shall appoint a single point of contact authorised to make decisions. The Service Provider is not responsible for delays caused by late or incomplete Client input.

7. Intellectual Property

Upon receipt of full payment, the Service Provider assigns to the Client all intellectual-property rights in the final deliverables. The Service Provider retains ownership of its pre-existing tools, libraries and know-how, and may feature the completed work in its portfolio and case studies.

8. Confidentiality

Each party shall keep the other's confidential information secret, use it solely to perform this Agreement, and protect it with reasonable care. This obligation survives for three (3) years after the Agreement ends.

9. Warranties & Liability

The Service Provider warrants that the Services will be performed with reasonable skill and care. Save for wilful misconduct or gross negligence, the Service Provider's total liability under this Agreement is limited to the fees paid by the Client. Neither party is liable for indirect or consequential loss.

10. Termination

Either party may terminate this Agreement for a material breach that is not remedied within fourteen (14) days of written notice. On termination, the Client shall pay for all Services performed and accepted up to the termination date.

11. Governing Law & Disputes

This Agreement is governed by the laws of the Netherlands. The parties shall first attempt to resolve any dispute in good faith; failing that, the courts of Amsterdam have exclusive jurisdiction.

12. Entire Agreement

This Agreement, together with its Schedules, constitutes the entire agreement between the parties and supersedes all prior discussions. Any amendment must be made in writing and signed by both parties, and the Agreement may be executed in counterparts, including by electronic signature.

EXECUTION

Signatures

The parties, intending to be legally bound, have executed this Agreement as of the Effective Date. By signing below, each signatory warrants that they are duly authorised to bind their organisation.

SIGNED FOR AND ON BEHALF OF

Northcape Studio B.V.

Authorised signature

NAME	Daan Verhoeven
TITLE	Managing Partner
DATE	15 June 2026
PLACE	Amsterdam, Netherlands

SIGNED FOR AND ON BEHALF OF

Vandermeer Hospitality Group B.V.

Authorised signature

NAME	Sophie Janssen
TITLE	Chief Operating Officer
DATE	15 June 2026
PLACE	Amsterdam, Netherlands

NOTICES

Formal notices under this Agreement must be given in writing to the contacts below and are deemed received upon confirmed delivery by email or courier.

Northcape Studio B.V.
Attn. Daan Verhoeven, Managing Partner
Keizersgracht 482, 1017 EG Amsterdam
daan@northcapestudio.com · +31 20 261 4490

Vandermeer Hospitality Group B.V.
Attn. Sophie Janssen, Chief Operating Officer
Oudegracht 158, 3511 AZ Utrecht
s.janssen@vandermeergroup.nl · +31 30 233 7180