

1. General Information - Scope

1.1. These General Terms and Conditions govern the provision of services by EIGHT Consulting SRL. The latest version of these Terms and Conditions is available at any time on EIGHT Consulting's website or may be provided upon request.

1.2. The Agreement consists of the following documents: (i) the Offer (if any), (ii) the Contract including the Service Descriptions and any appendixes, and (iii) these General Terms and Conditions.

1.3. In the event of any contradiction or inconsistency between the above documents, the following order of precedence shall apply, in decreasing order of priority: 1) the Contract (Service Descriptions); 2) the General Terms and Conditions; 3) the Offer. However, any cancellation terms, planning constraints, venue or catering commitments, third-party costs, or other operational conditions explicitly stated in the Offer shall prevail over the corresponding provisions of these General Terms and Conditions.

1.4. The Customer's acceptance of the Offer, the signature of the Contract, or the payment of the first invoice, whichever occurs first, constitutes full acceptance of these General Terms and Conditions.

2. Pricing and Indexation

2.1. Unless otherwise specified, prices are expressed in Euros and are exclusive of VAT and any other applicable duties or taxes.

2.2. The daily consulting rate includes ordinary professional expenses (such as local daily travels, parking, etc.). Exceptional expenses (including, but not limited to, international travel, accommodation, venue rental, catering, workshop materials, external subcontractors or third-party licenses) are not included and shall be invoiced separately, unless explicitly stated otherwise in the Offer or the Contract.

2.3. EIGHT Consulting may request an advance payment or deposit, particularly for short-duration engagements such as workshops or training sessions, or when external costs must be committed in advance. Such advance payments shall be specified in the Offer or on the corresponding invoice.

2.4. EIGHT Consulting reserves the right to adjust prices annually on the anniversary date of the Agreement based on the evolution of salaries in the technology industry (AGORIA national average), according to the following formula: $P1 = P0 \times (0.2 + 0.8 \times (S1/S0))$ where P1 = New price after indexation; P0 = Price prior to indexation; S0 = AGORIA base salary index at the time of the last adjustment; S1 = AGORIA base salary index at the time of the new adjustment.

2.5. A price adjustment pursuant to this formula shall not entitle the Customer to terminate the Agreement without payment of any applicable termination charges.

3. Invoicing and Payment

3.1. Unless otherwise stated, invoices are issued monthly in arrears or according to the billing schedule defined in the Offer or Contract.

3.2. Invoices are payable within 30 calendar days from the invoice date.

3.3. Payments shall be made by bank transfer to the account number specified by EIGHT Consulting. The Customer shall bear any bank or transaction fees.

3.4. Invoices may be addressed to a third-party payer designated by the Customer; however, the Customer remains jointly and severally liable for full payment.

3.5. EIGHT Consulting reserves the right to request financial guarantees (including staged billing, advance payment, or bank guarantee) if reasonable doubts arise regarding the Customer's solvency. Services may be suspended if the requested guarantee is not provided within three (3) working days.

3.6. The Customer may not offset amounts owed to EIGHT Consulting against claims it may hold, unless expressly agreed in writing.

3.7. Any invoice not paid by its due date shall automatically and without prior notice incur: statutory late payment interest, and a fixed contractual indemnity of 15% of the overdue amount, with a minimum of EUR 100.

3.8. Partial payments may be allocated by EIGHT Consulting to any outstanding invoice at its discretion.

3.9. Any dispute relating to an invoice must be notified in writing within 15 calendar days of the invoice date. Beyond this deadline, the invoice is deemed accepted. The undisputed portion of the invoice remains payable by the due date.

4. Confidentiality

4.1. Each Party undertakes to treat as confidential any information of the other Party that is identified as confidential or that, by its nature or context, should reasonably be considered confidential ("Confidential Information").

4.2. Confidential Information may only be disclosed to employees, subcontractors or Affiliates of the receiving Party who have a strict need to know such information for the performance of the Agreement, and who are bound by confidentiality obligations at least as protective as those set forth herein.

4.3. Confidential Information shall remain the property of the disclosing Party. No rights, licences or intellectual property are transferred to the receiving Party unless expressly stated in the Agreement.

4.4. The confidentiality obligation shall not apply to information which the receiving Party can demonstrate: (a) was already lawfully in its possession prior to its disclosure by the disclosing Party; (b) was lawfully obtained from a third party without breach of confidentiality; (c) is or becomes publicly available without breach of this Agreement; (d) was independently developed without access to the Confidential Information.

4.5. If the receiving Party is required by law, regulation or court/administrative order to disclose Confidential Information, it shall, to the extent legally permissible, notify the disclosing Party without undue delay and limit the disclosure to what is strictly required.

4.6. The confidentiality obligations set out in this Article shall remain in force for a period of three (3) years after the termination or expiration of the Agreement.

5. Cancellation and Termination

5.1. For engagements representing less than twenty (20) days of Services in total, if the Customer cancels the Service less than thirty (30) calendar days before the scheduled date, thirty percent (30%) of the agreed price shall be payable. If the cancellation occurs less than ten (10) calendar days before the scheduled date, seventy percent (70%) of the agreed price shall be payable.

5.2. For engagements representing twenty (20) days or more of Services in total, either Party may terminate the engagement with thirty (30) calendar days' written notice. All Services performed up to the effective termination date shall remain payable. If the Customer does not request Services during the notice period, an amount corresponding to fifteen (15) days of Services shall be payable in lieu. The value of Services performed under a fixed-price engagement shall be calculated on a prorated basis.

5.3. Any external costs already committed by EIGHT Consulting (including, without limitation, venue rental, catering, travel, or subcontractors) are fully chargeable, regardless of the cancellation timing.

5.4. Either Party may terminate the Agreement with immediate effect in the event of a material breach by the other Party, provided that such breach has not been remedied within ten (10) working days following written notification.

6. Protection of Personal Data

6.1. Each Party shall comply with the applicable data protection legislation, including Regulation (EU) 2016/679 ("GDPR"), when processing personal data in connection with the performance of the Agreement.

6.2. The Parties act as independent data controllers, unless otherwise expressly agreed in writing. EIGHT Consulting does not process personal data on behalf of the Customer as a data processor, except where a specific written data processing agreement has been concluded.

6.3. Each Party remains responsible for the lawfulness of the personal data it provides to the other Party and for ensuring that any disclosure of personal data is permitted under applicable law.

6.4. Where EIGHT Consulting has access to personal data solely for the performance of the Services, such data shall only be used for that purpose and shall be retained no longer than necessary.

6.5. If a data processing agreement (DPA) is required due to the nature of a specific engagement, the Parties shall conclude such agreement prior to the start of the relevant processing activities.

7. Intellectual Property Rights

7.1. All intellectual property rights in the methodologies, tools, models, visual materials, training content and other materials developed or used by EIGHT Consulting prior to or independently of the Agreement remain its exclusive property.

7.2. Unless otherwise agreed in writing, any deliverables, analyses or results produced as part of the Services remain the property of EIGHT Consulting. The Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use them for its own internal purposes only.

7.3. The Customer may not disclose, reproduce, modify or reuse these materials for commercial purposes or for the benefit of third parties without EIGHT Consulting's prior written consent.

8. Limitation of Liability

8.1. EIGHT Consulting shall only be liable in case of fraud or serious misconduct.

8.2. EIGHT Consulting's liability shall be limited to the direct damages proven by the Customer and shall in no event exceed the fees paid by the Customer under the Agreement during the three (3) months preceding the event giving rise to the claim, with a maximum aggregate cap of one million euros (EUR 1,000,000).

8.3. EIGHT Consulting shall not be liable for indirect damages, including, without limitation, loss of profits, loss of customers, loss of data, reputational damage, or business interruption.

8.4. EIGHT Consulting provides advice and recommendations, but the Customer remains solely responsible for all decisions made and actions taken based on such advice, including their internal implementation and consequences.

9. Force Majeure

9.1. Neither Party shall be liable for any failure or delay in the performance of its obligations caused by an event of force majeure, meaning an event that is unforeseeable, unavoidable and outside the reasonable control of the affected Party.

9.2. The affected Party shall notify the other Party as soon as reasonably possible. The obligations impacted by the event shall be suspended for the duration of the force majeure.

10. Miscellaneous

10.1. Communications exchanged by email shall have the same legal value as written correspondence.

10.2. The Agreement may only be amended in writing and signed by both Parties.

10.3. EIGHT Consulting may refer to the existence of the collaboration in proposals and commercial presentations, unless the Customer objects in writing.

11. Governing Law and Jurisdiction

11.1. In the event of a dispute, the Parties agree to seek an amicable resolution through mediation before initiating any judicial proceedings.

11.2. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.3. The failure of either Party to exercise a right or enforce a provision of the Agreement shall not constitute a waiver of such right or provision.

11.4. Belgian law applies. Any dispute shall be submitted to the exclusive jurisdiction of the competent courts of Brussels, in the French language.