GENERAL TERMS AND CONDITIONS

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The legal relationship between Chetta-Jones Consulting, having its registered office at Vlierstraat 61, 3590 Diepenbeek, registered with the Crossroads Bank for Enterprises under number 0736.620.968, email info@the-c-effect.com, https://www.the-c-effect.com/, known under the trade name The C Effect (hereinafter referred to as "The C Effect"), and the Client (collectively referred to as the "Parties"), shall be governed by these General Terms and Conditions (hereinafter referred to as the "Terms"), which may be supplemented by specific terms and conditions (together, the "Agreement").

These Terms shall have the force of law in the relationship between The C Effect and the Client and shall supersede and replace all prior written or oral arrangements, agreements, proposals, and commitments relating to the same subject matter that may have preceded the date of the final Agreement between the Parties.

1. Application

1.1. These Terms apply to all services provided by The C Effect to the Client. The following services are offered by The C Effect (hereinafter referred to as the "Services"):

- The Change Sprint – A strategic realignment track;
- The Transformation Partner - An embedded support engagement for strategic and delivery guidance;
- The Delivery Lab – Targeted monthly support for in-house delivery teams.
- The digital services in the form of e-learning modules (hereinafter referred to as the "Content Packages")

A more detailed description of these services is provided in Annex 1 to these Terms and Conditions.

1.2. When ordering the Services from The C Effect via its website, the Client must expressly accept these Terms. Such express acceptance is made by ticking the checkbox at the bottom of the website during the ordering process.

When ordering the Services from The C Effect by means other than through the website, the Terms shall be sent to the Client by email. The Client shall accept these Terms by electronically signing the agreement using a secure electronic signature platform. This electronic signature constitutes a legally binding acceptance of the Terms. The signed Terms must be sent to info@the-c-effect.com as confirmation.

The acceptance of these Terms shall also be inferred from the normal execution of the services by The C Effect. Furthermore, the Terms shall be deemed accepted by the Client if no objection is raised within a reasonable period after their receipt, which is set at seven (7) calendar days.

The Client hereby waives the application of any general or specific terms and conditions stated in its own commercial documents or correspondence, except for any mutual non-disclosure agreement concluded between the Parties prior to the establishment of this Agreement.

Any deviation from these Terms is only valid with the prior written consent of The C Effect.

1.3. The C Effect reserves the right to amend or supplement these Terms at any time, provided there is a valid reason for doing so. In particular, The C Effect shall comply with the relevant provisions of Book VI of the Belgian Code of Economic Law (Wetboek Economisch Recht WER) in this regard.

The Client shall be informed of any such amendment or supplement in writing. If the Client does not object in writing within fourteen (14) calendar days of receiving such notice, the Client shall be deemed to have accepted the changes.

1.4. The Client is solely and entirely responsible for the accuracy of all information provided and used. By placing an order, whether via the website or otherwise, the Client confirms that they are a natural person with the necessary legal capacity and authority to act, and that they are at least 18 years old. The C Effect bears no responsibility for orders placed by individuals who do not meet these criteria or for incorrect information submitted by the Client.

1.5. If the Client acts on behalf of a legal entity, the Client shall at all times be held personally and jointly liable with the legal entity for any outstanding invoices, should it become apparent that the Client was not authorized to act on behalf of the legal entity at the time of requesting the services, or in the event that the legal entity on whose behalf the agreement was signed refuses to fulfil its payment obligations.

2. Conclusion of the Agreement

2.1. Commercial documents and offers do not create any binding obligations on the part of The C Effect. All quotations and price indications are without obligation, both as to price, content, execution period, and delivery time, and shall expire 14 days after issuance unless otherwise agreed in writing between the Parties. The quotation is based on the information available to The C Effect at the time from the (potential) Client.

2.2. The Agreement between The C Effect and the Client is formed when the Client places an order for the Services via the The C Effect website, thereby accepting these Terms. The Agreement becomes legally binding only upon The C Effect's written confirmation of the order, sent by email to the Client.

2.3. Only the Services explicitly specified in the order confirmation email are included in the Agreement. Any changes, additions, or extra services requested by the Client—regardless of the reason—are considered outside the scope of the original Agreement and will be subject to a separate agreement and additional charges.

3. Prices

3.1. The C Effect shall express the applicable prices in euros. The Parties agree that the applicable prices are those in effect at the time of the conclusion of the relevant Agreement between The C Effect and the Client.

The C Effect is permitted to promote special offers by Article 2.1 of the Terms.

3.2. Any price increase caused by, but not limited to, third-party suppliers or changes in legislation, and thus entirely independent of The C Effect's will before the execution date, may automatically result in an adjustment of the prices stated in the Agreement without prior notice. Since The C Effect implements such price adjustments only for valid reasons, in accordance with applicable legal provisions, including Article VI.91/5 of the Belgian Code of Economic Law (WER), the Client shall have no right to terminate the Agreement or claim any damages on this basis.

4. Payment and invoicing

4.1. When ordering the Services through the The C Effect website, payment must be made immediately upon placing the order, unless otherwise agreed. The C Effect offers secure online payment methods available through its website, such as credit/debit card or PayPal. Available payment options may vary depending on the Client's location and are shown during the checkout process.

4.2. Immediate payment upon ordering the Services is only waived if expressly agreed upon in writing between the Parties. In such cases, The C Effect will issue an invoice within ten (10) days following the order date, and the Client shall pay the invoiced amount within the payment term specified on the invoice.

4.3. In the event of non-payment by the Client, the invoice amount shall, by operation of law and without prior notice of default, be increased with interest of 1% per month, calculated on the outstanding amount, with each month that has commenced being considered fully elapsed. In addition, a fixed compensation of 12% of the unpaid invoice amount shall be charged, with a minimum of 150,00 EUR as a penalty for extrajudicial collection costs and contractual damages. All collection costs shall also be borne by the defaulting Client.

4.4. Insofar as the Client fails to pay one or more outstanding invoices issued by The C Effect, The C Effect reserves the right to suspend the performance of the Services until all outstanding invoices have been fully paid.

4.5. In the event of non-payment, all outstanding amounts shall be recovered through legal proceedings.

4.6. Any objections by the Client regarding an invoice must be submitted to The C Effect by registered mail within 14 calendar days of the invoice date. Objections submitted after this period shall not be taken into consideration.

5. Execution of the Agreement

5.1. The C Effect commits to making reasonable efforts to provide Services that conform to the description and deliverables set forth in Annex 1. The provision of the Services and the deliverables is based on a best-efforts obligation and does not constitute a guarantee of any specific result.

5.2. The execution of the Services shall commence on the date mutually agreed following the order confirmation in accordance with Article 2.2., unless otherwise agreed. The mutually agreed date is indicative only and given without commitment, as the execution date is always approximate. The C Effect reserves the right to modify the schedule and/or the execution date of the Services in mutual agreement with the Client, and whenever The C Effect deems it necessary.

5.3. The Client undertakes to provide The C Effect with all necessary information, data, documentation, and access required for the proper execution of the Services. Such information shall be accurate, complete, and provided in a timely manner. The Client shall also ensure the availability and cooperation of relevant internal stakeholders where reasonably required. Any delay or failure in fulfilling these obligations may result in a suspension or postponement of the Services, without liability on the part of The C Effect for any resulting delay or impact on the Services.

5.4. The Client shall inspect and review each deliverable promptly upon receipt and shall submit any complaints or objections related to the Services in writing by registered letter within fourteen (14) calendar days per deliverable.

5.5. If the period referred to in Article 5.4. has expired without the Client having submitted any complaints or objections, the Services shall be deemed accepted by the Client. The Client remains at all times responsible for verifying the conformity of the delivered Services. Acceptance of the delivered Services shall constitute confirmation of the conformity between the ordered and delivered Services.

5.6. The C Effect is entitled to engage third-party subcontractors for the performance of all or part of the Services, provided that such subcontractors possess the necessary qualifications, expertise, and professional standards required for the proper execution of the relevant Services.

6. Online platform

6.1. Certain documents, deliverables, and materials related to the Services shall be made available to the Client through The C Effect's secure online platform (hereinafter referred to as the "Platform").

6.2. The Client shall be provided with unique access credentials to the Platform for the duration of the Agreement. The Client is solely responsible for maintaining the confidentiality and security of these access credentials and for all activities occurring under their account.

6.3. The C Effect shall use reasonable efforts to ensure the availability, security, and proper functioning of the Platform. However, The C Effect does not guarantee uninterrupted access

and shall not be liable for any temporary unavailability, technical failures, or delays in access caused by circumstances beyond its reasonable control, including but not limited to force majeure events, hacking, cyber-attacks, system maintenance, or third-party service disruptions. Should the Platform become unavailable for more than forty-eight (48) consecutive hours, The C Effect may deliver documents through alternative secure methods at no additional cost to the Client.

6.4. Delivery of documents via the Platform shall be deemed effective upon upload and availability to the Client on the Platform. The Client is responsible for regularly accessing the Platform to retrieve any documents or deliverables made available.

6.5. Upon termination or expiration of this Agreement, the Client shall retain access to the Platform for a period of 14 calendar days thereafter. Notwithstanding the foregoing, if the termination is attributable to the Client, The C Effect reserves the right to immediately suspend or terminate the Client's access to the Platform without prior notice or liability.

7. Duration and termination.

7.1. This Agreement is entered into for the full duration of the agreed Services and their execution, as set out in Annex 1.

7.2. Either Party may immediately terminate or suspend the Agreement in the event of gross negligence or serious breach by the other Party, or in the event of ordinary negligence or breach that is not remedied within fourteen (14) calendar days following written notice of default. If the Agreement is terminated for reasons attributable to the Client, the Client shall not be entitled to any refund of fees already paid, nor to any form of compensation. This is without prejudice to the right of The C Effect to claim additional damages or recover any losses resulting from such termination. Notwithstanding the foregoing, each Party agrees to grant the other Party a reasonable period to remedy any shortcomings and to always seek an amicable settlement before resorting to termination.

7.3. The Client shall only be entitled to compensation in the event of termination of this Agreement by The C Effect that is not caused by any fault or negligence of the Client, and provided that the Client demonstrates that it has suffered damages as a direct result of such termination. Any compensation payable shall be proportionate to the actual damages suffered, with a maximum amount limited to the fees paid by the Client under this Agreement.

7.4. The C Effect shall be entitled to immediately terminate this Agreement without prior notice by registered letter in the event of the Client's bankruptcy, liquidation, suspension of payments, or any deterioration of the Client's creditworthiness.

8. Liability

8.1. The C Effect shall perform the Services in accordance with generally accepted professional standards, exercising reasonable care and skill commonly applied by professionals in the industry under similar circumstances. The Services shall be provided on a best-efforts basis.

8.2. Except for liability that is mandatory under applicable law, The C Effect is only liable for damage caused by its intent, fraud, or gross negligence. Under no circumstances shall The C Effect be liable for loss or indirect damage, including but not limited to consequential damages, loss of profits, missed opportunities, damage to reputation or image, whether wholly or partially caused by its actions.

8.3. If The C Effect is held liable, such liability is limited to the amount paid out by its professional liability insurance for the relevant claim.

Should any damage occur to the Client for which The C Effect is liable but that is not covered by its professional liability insurance, The C Effect shall only be obligated to either remedy the defect or refund the price paid by the Client for the Services. In any case, the total liability of The C Effect shall never exceed the amount paid by the Client to The C Effect for the relevant Services.

8.4. The C Effect shall under no circumstances be liable for damages arising from the incompleteness, inaccuracy, or defects in the information provided by or on behalf of the Client, nor for any damages resulting from the Client's failure to comply with the terms of this Agreement. Furthermore, The C Effect shall not be liable for any damages directly or indirectly caused by any act or omission of the Client or its agents, (independent) contractors, employees, sub-agents, or authorized users, whether arising from negligence or otherwise.

9. Force Majeure

9.1. Except for payment obligations, neither Party shall be held liable for delays or failures in the performance of this Agreement resulting from causes beyond their reasonable control, which are unforeseeable and unavoidable (force majeure). Such causes include, but are not limited to, illness or unavailability of key personnel, exceptional weather conditions, total or partial strikes impacting the services, epidemics and pandemics, earthquakes, fire, storm, flooding, water damage, theft, or disruption of computer, IT, or telecommunication systems.

Should either Party be affected by a force majeure event, that Party shall notify the other Party immediately and in writing. Such circumstances shall release The C Effect from the obligation to meet agreed delivery deadlines, without the Client being entitled to any compensation for costs, damages, or interest as a result.

9.2. In the event of force majeure, the Parties may suspend performance of the Agreement for the duration of the force majeure event, or terminate the Agreement by registered letter if the force majeure persists for more than one month. In such case, the Client shall only pay for the portion of the Services already performed, and any prepaid fees for Services not yet performed shall be refunded on a pro-rata basis.

10. Intellectual Property Rights

10.1. "Intellectual Property Rights" means all intellectual, industrial, and other proprietary rights (whether registered or unregistered), including but not limited to copyrights, related rights, trademarks, trade names, logos, designs, models or applications for registration as

designs or models, patents, patent applications, domain names, know-how, as well as rights in databases and computer programs.

All intellectual property rights related to the Services provided by The C Effect, used and/or developed in the course of performing this Agreement, shall remain the exclusive property of The C Effect or its rightful third-party owners. All information and documentation provided by the Client to The C Effect, and used by The C Effect in the performance of this Agreement, shall remain the property of the Client.

10.2. Nothing in this Agreement shall be construed as a transfer or assignment of any Intellectual Property Rights to the Client. The Client is strictly prohibited from sharing, distributing, sublicensing, renting, leasing, selling, commercializing, reproducing, or otherwise exploiting the documentation, deliverables, or any part thereof provided by The C Effect to any third party without the express prior written consent of The C Effect.

10.3. The Client shall at all times respect the Intellectual Property Rights of The C Effect and shall use reasonable efforts to protect such rights. The Client shall immediately notify The C Effect of any infringement by third parties of The C Effect's Intellectual Property Rights of which it becomes aware.

10.4. In the event of an infringement by the Client of the provisions in this Article, the Client shall pay a fixed compensation of EUR 2,500.00 per confirmed infringement, without prejudice to The C Effect's right to prove and claim full damages.

11. Processing of Personal Data

11.1. In accordance with the General Data Protection Regulation (GDPR) of 24 May 2016 regarding the protection of individuals with regard to the processing of personal data, The C Effect collects and processes the Client's personal data for customer management purposes (including, but not limited to, client administration, order follow-up, invoicing, and sending marketing and personalized advertising).

The personal data is processed based on Articles 6(1)(b) (performance of the Agreement), and 6(1)(f) (legitimate interests) of the GDPR.

11.2. If necessary to achieve the above purposes, the Client's personal data may be shared with affiliated companies within the European Economic Area (EEA) that are directly or indirectly connected to The C Effect. The C Effect will require these recipients to take the necessary technical and organizational measures to protect the shared personal data.

If necessary for the purposes set out in these Terms or in the privacy policy, personal data may also be transferred to suppliers or recipients located outside the European Economic Area (EEA). The C Effect shall ensure that such transfers only take place where appropriate safeguards are in place, including an adequacy decision by the European Commission or the use of Standard Contractual Clauses, in accordance with the requirements of the General Data Protection Regulation.

Personal data processed for customer management will be retained only for as long as necessary to comply with legal obligations (including accounting requirements).

11.3. The Client has the right at any time to access their personal data and to have it corrected if inaccurate or incomplete, erased, or restricted in processing. Furthermore, the Client has the right to receive a copy of their personal data in a structured, commonly used, and machine-readable format and to request transfer of their data to another company.

The Client may also object free of charge to any processing of their personal data for direct marketing purposes. To do so, the Client must send a written, dated, and signed request to The C Effect. In case of any doubt about the identity of the data subject, The C Effect may request additional information to verify identity.

11.4. For more information about its privacy policy, The C Effect refers to its privacy statement available at https://www.the-c-effect.com/privacy-policy .

12. Confidentiality

12.1. The Parties acknowledge that in the course of performing the Services and/or obligations set forth in these Terms and/or the Agreement, they may have access to and be entrusted with Confidential Information.

Confidential Information for the performance of the Services includes all information that one Party, from time to time, provides or makes accessible to the other Party during the execution of the Services, including but not limited to commercial and technical information, information relating to the other Party's business operations, trade secrets, methods, know-how, and services.

12.2. Both Parties shall be bound to strict confidentiality regarding all Confidential Information received from each other during the term of this Agreement and for a period of ten (10) years following its termination.

12.3. The Parties shall use such Confidential Information solely for the purpose of performing the Agreement. Such Confidential Information shall not be disclosed or made available by the receiving Party to any third party without the prior consent of the disclosing Party.

12.4. Each Party shall take all appropriate and necessary technical and organizational measures to protect the Confidential Information against unauthorized access, loss, or dissemination, with at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in any case no less than a reasonable degree of care.

12.5. In the event of a breach of any provision of this confidentiality obligation, the infringing Party shall be liable to pay fixed liquidated damages of 7.500,00 EUR, without prejudice to the right of the injured Party to claim full compensation for actual proven damages

13. Invalidity and waiver of rights

13.1. The possible invalidity, nullity, or unenforceability of any provision of these Terms, and more generally of any provision governing the legal relationship between the Parties, for any reason whatsoever (in whole or in part), shall in no way affect the validity of the other provisions of these Terms. The remaining provisions shall therefore continue to apply in full. To the extent possible, the invalid provision shall be replaced by a valid provision that most closely reflects the (economic) intent of the invalidated provision.

13.2. The failure by The C Effect to enforce any right or apply any sanction shall not be construed as a waiver of such right.

14. Applicable law and jurisdiction

These Terms and Conditions, and the overall legal relationship between The C Effect and the Client, shall be governed by Belgian law. Any disputes arising out of or relating to the legal relationship between The C Effect and the Client shall be exclusively submitted to the courts of Hasselt, unless mandatory law dictates otherwise.

Annex 1:

- **The Change Sprint – A strategic realignment track;**
  - Duration: 30 days
  - Deliverables:
    - Discovery & Strategic Alignment Session (60 minutes)
    - Friction Radar & Insights
    - Change Message Map
    - Advisory Access (2 to 3 touchpoints of 30 minutes each)
    - Snapshot Plan
    - Wrap up Session (60 minutes)
- **The Delivery Lab – Targeted monthly support for in-house delivery teams.**
  - Duration: month to month subscription
  - Deliverables:
    - Monthly Strategy & Delivery Meeting (60 minutes)
    - Weekly Progress Chek-in (60 minutes)
    - Communications or delivery review
    - Friction Radar Check In
    - Summary Snapshot
- **The Transformation Partner - An embedded support engagement for strategic and delivery guidance**
  - Duration: 90 Days
  - Deliverables:
    - Monthly Alignment & Context Mapping session (60 minutes each)
    - Weekly Team Touchpoints (2x 30 to 60 minutes)
    - Change Message Map

        - Delivery Rhythm Design
        - Resistance & Risk Scan
        - Monthly Progress Snapshot
- **The digital services in the form of e-learning modules**
    - Duration: 6 month access to learning platform
    - Total of 40 session across 8 modules on mindset, emotional intelligence, soft skills