

## TERMS AND CONDITIONS

### 1. GENERAL - SCOPE OF APPLICATION

The general conditions of the limited liability company Highlight Consulting Sàrl, established and having its registered office at L-8366 Hagen, 18 rue Randlingen, registered in the Luxembourg trade and companies register under number B253111, are applicable to the exclusion of any other terms and conditions from the Client. All general terms and conditions of the Client are only accepted by our company insofar as they have been expressly accepted. Highlight Consulting (hereinafter "the Service Provider") reserves the right to modify these conditions at any time, without any further formality than informing the Client.

The Client acknowledges having knowingly chosen the services corresponding to their needs and having already received from the Service Provider, all the information and advice necessary to subscribe to these commitments. All interventions and services undertaken by the Service Provider are carried out under these general conditions. Any order placed by the Client with the Service Provider therefore implies full and unreserved acceptance of the general conditions.

### 2. RESPONSIBILITY

The Service Provider undertakes to perform all the Services entrusted to it in accordance with the rules of the art and the practices of the profession.

Within the limits of what is authorised by law, the Service Provider declines all responsibility for physical or material damage that the Client may suffer, whether due to the use of technical installations or as a result of advice provided.

In any case, the Service Provider's liability is limited to an obligation of means which can only be sought in the event of gross negligence on the part of the Service Provider.

Compensation for any consequential damages is excluded. The same applies to damage or theft of goods and equipment deposited or installed in its premises outside the supervised changing rooms and other deposit premises made available to clients.

In any event, the possible liability of the Service Provider would be limited to the amount owed by the Client for the service in question.

### 3. CONFIDENTIALITY AND PERSONAL DATA

The Service Provider guarantees the highest discretion and complete anonymity with regard to the data collected within the framework of the mission.

The Client acknowledges that the Service Provider acts as an independent data controller within the definition of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the GDPR).

The Service Provider undertakes to comply with any existing applicable legislation on personal data protection, including the GDPR and notably, without being exhaustive, to implement technical and organisational measures to ensure an appropriate level of security and to only process personal data that is necessary and for legitimate purposes, as further detailed in the Service Provider's Privacy Notice.

### 4. PROPERTY

The Service Provider enjoys the right of ownership, know-how, methods, and instruments that will be applied within the framework of this mission.

The Client is prohibited from reproducing, directly or indirectly, in whole or in part, adapting, modifying, translating, representing, marketing, or distributing to third parties, the course materials, presentations, or any other resource educational material made available to him, without the express and prior written authorisation of the Service Provider or their successors in title. This prohibition also applies to the Service Provider for all documents and information made available to it by the Client, as part of the mission.

### 5. REPLACEMENTS / CANCELLATION / POSTPONEMENTS

In the event of cancellation by the client (beneficiary) of a working session (Assessment Center, Coaching, training, or any other Highlight Consulting service) the following costs will be charged:

- *if Highlight Consulting is notified between 10 and 6 working days before the fixed date, 50% of the compensation will be automatically due and immediately payable*
- *if Highlight Consulting is notified less than 5 working days before the fixed date, 80% of the compensation will be automatically due and immediately payable.*
- *if the client/beneficiary(ies) do not show up for the session, 100% of the compensation will be automatically due and payable immediately.*
- *100% of the transport, accommodation and catering costs incurred by Highlight on the date of cancellation will be automatically due and immediately payable.*

The Service Provider reserves the right to cancel an intervention, at any time, due to force majeure (in particular accident or illness of a speaker mandated by the Service Provider).

The Service Provider will then make every effort to notify the participants as soon as possible and reschedule the session within a reasonable time, in consultation with the Client. Such cancellation or postponement does not in any way give rise to the right to payment of compensation of any kind whatsoever.

## 6. PAYMENT TERMS

Our invoices are payable net and without discount within the period indicated therein from the date of receipt of the invoice.

In the event of late payment, i.e., 30 days or more after the date of issue of the invoice, any sum still open will automatically and without prior notice be increased by the conventional late payment interest of 1.5% per month, without prejudice for any other damages resulting from late payment.

The Service Provider reserves the right to terminate the contract or any addendum, by sending a simple registered letter, and, without the need to complete any prior legal formality, in the event of non-payment, even sole title, on their due date, of invoices or other amounts due by the Client in performance of the contract, as well as in the event of non-compliance by the Client with any obligation incumbent upon him under this contract.

## 7. ELECTION OF DOMICILE

The parties elect domicile at the addresses indicated in this contract, elected domiciles to which all deeds and bailiff writs will be validly served and/or notified, and all communications, letters, or correspondence addressed to this address are presumed to have been received within two (2) days following the date of mailing, the latter being authoritative. Only the notification by registered letter of a new domicile, registered office, or a new address constitutes a new election of domicile. However, the Service Provider reserves the right to make notifications and/or notifications to the last address indicated to it.

## 8. IRREVOCABLE COMMITMENT

This contract is binding on the Client in the same way as their heirs, successors, legal representatives, and all assigns as well as any liquidators and curators. The Client may not assign all or part of its rights and obligations resulting from this contract to third parties or substitute a person for its execution without the agreement of the Service Provider. The Client accepts, however, that the Service Provider assigns to all third parties its rights and obligations against the Client.

## 9. APPLICABLE LAW AND DISPUTE

Only Luxembourg law is applicable for the execution, interpretation, and any consequences of this contract. Any modification of the contract or its conditions requires written notification. The fact that a provision of this contract is deemed void or deemed unwritten has no influence on the validity and enforceability of the other provisions.

All disputes to which the interpretation or execution of this contract, its amendments, and its consequences may give rise, whether substantial or incidental, fall within the exclusive jurisdiction of the Courts of Luxembourg City. The Service Provider may, however, waive this jurisdiction clause and take action against the Client before the courts with territorial jurisdiction under common law.