

TERMS AND CONDITIONS

1. GENERAL INFORMATION - SCOPE OF APPLICATION

The general terms and conditions of Highlight Consulting Sàrl, a limited liability company established and having its registered office at 18 rue Randlingen, L-8366 Hagen, registered in the Luxembourg Trade and Companies Register under number B253111, apply to the exclusion of all other terms and conditions of the Client. Any general terms and conditions of the Client shall only be accepted by our company to the extent that they have been expressly agreed to. Highlight Consulting (hereinafter referred to as "the Service Provider") reserves the right to amend these terms and conditions at any time without further formalities other than informing the Client.

The Client acknowledges that they have knowingly chosen the services that meet their needs and that they have already received all the information and advice necessary from the Service Provider to enter into these commitments. All work and services provided by the Service Provider are carried out in accordance with these terms and conditions. Any order placed by the Client with the Service Provider therefore implies full and unreserved acceptance of the terms and conditions.

2. LIABILITY

The Service Provider undertakes to perform all Services entrusted to it in accordance with best practice and professional standards.

Within the limits of what is permitted by law, the Service Provider declines all liability for any physical or material damage that the Customer may suffer, whether as a result of the use of the technical facilities or following the advice given.

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

Compensation for any consequential damage is excluded. The same applies to damage or theft of property and equipment left or installed on its premises outside the supervised changing rooms and other storage areas made available to customers.

In any event, the service provider's liability shall be limited to the amount owed by the customer for the service in question.

3. CONFIDENTIALITY AND PERSONAL DATA

The Service Provider guarantees the utmost discretion and complete anonymity with regard to the data collected in the course of the assignment.

The Customer acknowledges that the Service Provider acts as an independent data controller within the meaning 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 all applicable legislation on the protection of personal data, including the GDPR and, in particular, but without limitation, to implement technical and organisational measures to ensure an appropriate level of security and to process personal data only as necessary and for legitimate purposes, as set out in more detail in the Service Provider's Privacy Notice.

4. OWNERSHIP

The service provider shall enjoy the right of ownership, know-how, methods and instruments that will be applied in the context of this assignment.

The Client shall refrain from reproducing, directly or indirectly, in whole or in part, adapting, modifying, translating, representing, marketing or distributing to third parties any course materials, presentations or other educational resources made available to it without the express prior written consent of the Service Provider or their beneficiaries. This prohibition also applies to the Service Provider for all documents and information made available to it by the Client within the framework of the assignment.

5. REPLACEMENTS / CANCELLATIONS / POSTPONEMENTS

In the context of Assessment and Development Centre activities:

For any cancellation by the client or beneficiary of an Assessment or Development Centre day or a working session (Intake, Debriefing Session, Development Plan Session), the following fees will be charged:

- - 50% *between 10 and 6 working days before the scheduled date,*
- - 80% *less than 5 working days before the scheduled date,*
- 100% *if the client(s)/beneficiary(ies) fail(s) to attend the session.*
- 100% *of transport, accommodation and catering costs incurred by Highlight will be automatically due and payable immediately.*

In the context of Training and Coaching activities:

For any cancellation by the customer or beneficiary of a session (Coaching, training, or any other Highlight Consulting service), the following fees will be charged:

- - 50% *between 2 and 5 weeks before the scheduled date,*
- 100% *less than 2 weeks before the scheduled date,*

- 100% of the transport, accommodation and catering costs incurred by Highlight shall be automatically payable and immediately due.

The Service Provider reserves the right to cancel a service at any time due to force majeure (including accident or illness of a representative appointed by the Service Provider). The Service Provider shall then endeavour 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 shall not entitle the Client to any compensation whatsoever.

6. PAYMENT TERMS

Our invoices are payable net and without discount within the period specified 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 outstanding amount shall be automatically increased, without prior notice, by the agreed late payment interest of 1.5% per month, without prejudice to any other damages resulting from the late payment.

The Service Provider reserves the right to terminate the contract or any amendment thereto, by simple registered letter, and without any prior legal formalities, in the event of non-payment, even on an exclusive basis, on their due date, invoices or other sums due by the Client in performance of the contract, as well as in the event of the Client's failure to comply with any obligation incumbent upon it under this contract.

7. ELECTION OF DOMICILE

The parties elect domicile at the addresses indicated in this contract, which are the elected domiciles at which all documents and bailiff's writs shall be validly served and/or notified, and all communications, letters or correspondence sent to this address shall be deemed to have been received within two (2) days of the date of dispatch, the latter being conclusive. Only notification by registered letter of a new domicile, a new registered office or a new address shall constitute a new election of domicile. However, the Service Provider reserves the right to send notifications and/or notifications to the last address provided to it.

8. IRREVOCABLE COMMITMENT

This contract is binding on the Customer and their heirs, successors, legal representatives, and all assignees, as well as all liquidators and trustees. The Customer may not assign all or part of its rights and obligations under this contract to third parties or substitute a person for its performance without the Service Provider's consent. However, the Customer agrees that the Service Provider may assign its rights and obligations to the Customer to any third party.

9. APPLICABLE LAW AND DISPUTES

Only Luxembourg law shall apply to the performance, interpretation and any consequences of this contract. Any amendment to the contract or its terms and conditions must be made in writing. The fact that a provision of this contract is deemed null and void or deemed unwritten shall not affect the validity and applicability of the other provisions.

All disputes arising from the interpretation or performance of this contract, its amendments and its consequences, whether substantial or incidental, shall be subject to the exclusive jurisdiction of the courts of the city of Luxembourg. However, the Service Provider may waive this jurisdiction clause and take action against the Client before the courts with territorial jurisdiction under ordinary law.