

# Terms and conditions of services

## Section 1: Definitions

The following terms are capitalised in these General Terms and Conditions (these 'Conditions'), both in the singular and plural. These terms have the following meanings:

1.1. **Agreement:** The agreement, including any statements of work, annexes, and amendments, between CaC Management and the Client concerning the provision of the Services as outlined in this agreement and in any associated Statement of Work or Project Proposal.

1.2. **Client:** The party engaging CaC Management BV for consulting services.

1.3. **Consultant:** CaC Management BV.

1.4. **Services:** The organisational development consulting services provided by the Consultant to the Client as outlined in this agreement.

1.5. **Conditions:** These are general terms and conditions of CaC Management, including all applicable Annexes.

1.6. **Personal Data:** Information relating to an identifiable natural person within the meaning of Section 1(a) of the Dutch Personal Data Protection Act and the General Data Protection Regulation (GDPR).

1.7. **IP Rights:** All intellectual property rights and associated rights, such as copyrights, trademarks, patents, design rights, trade name rights, database rights, related rights, and rights to know-how.

1.8. **Statement of Work (SOW):** A detailed document outlining the specific tasks, deliverables, timeline, and responsibilities associated with the consulting services provided by CaC Management BV. The SOW defines the scope of the project, including the objectives, methodologies, and expected outcomes. It serves as a reference for both parties to ensure that all agreed-upon activities are completed within the specified parameters.

1.9. **Project Proposal:** A formal document presented by CaC Management BV to the Client, outlining the proposed approach, scope, deliverables, and cost for a consulting project. The project proposal includes a high-level overview of the services to be provided, key milestones, timelines, and associated fees. Upon acceptance, the proposal serves as the foundation for creating the final agreement between both parties.

## Section 2: Scope of Services

### 2.1. Consulting Services

The Consultant agrees to provide the Client with organisational development consulting services as outlined in the Agreement and any associated Statements of Work. These services may include, but are not limited to, managerial

leadership development, core values assessment, organisational structure consulting, and related advisory services.

#### 2.1.1 Managerial Leadership Development

As part of the managerial leadership services, the Consultant will provide the following:

- Leadership Practices Questionnaire: A comprehensive assessment tool for evaluating managers' leadership effectiveness.
- Tailored Development Programs: Customised programs, including workshops, coaching sessions, and continuous feedback mechanisms.
- AI-Driven Analysis: Using advanced AI technology to streamline data collection and ensure unbiased, data-driven analysis.

#### 2.1.2 Core Values Assessment

As part of the Core Values Assessment services, the Consultant will provide the following:

- Core Value Questionnaire: An assessment tool for evaluating leaders' alignment with corporate values.
- Behavioural Analysis: Identification of gaps between stated values and actual behaviours.
- Actionable Insights and Recommendations: Tailored workshops, training sessions, and ongoing support to embed values into the organisational culture.

The exact components of the services provided will be agreed upon and detailed in the Statement of Work or project proposal.

### 2.2. Deliverables

The Consultant will deliver the agreed-upon services in a timely manner, as outlined in the Agreement, contingent on the Client's timely provision of required information and payments. Specific deliverables will be detailed in project proposals or statements of work.

### 2.3. Implementation Support

Implementation support by the Consultant includes actionable insights, workshops, training sessions, and continuous support for implementing recommendations.

### 2.4. Implementation time

The maximum implementation time is detailed in project proposals or statements of work, contingent on the Client's timely feedback and cooperation.

### 2.5. Customisation

Services can be customised to meet the Client's unique needs.

## 2.6. Client Collaboration

Open communication and active participation from clients are highly encouraged to ensure successful engagement.

## 2.7. Additional Services

The Consultant may provide additional services or consulting offerings beyond the core areas of expertise upon the Client's request, subject to additional fees. Such additional services and fees will be agreed upon in writing.

## Section 3: Quotations and Formation of the Agreement

### 3.1. Quotations

Following a request by the Client, the Consultant will draft a technical and financial proposal. These proposals are not binding until signed by both parties or confirmed in writing (including digital confirmation) and should be regarded as invitations to enter into an Agreement unless explicitly indicated otherwise.

### 3.2. Validity

The proposals and quotations lose their validity for 21 calendar days after the date of submission unless otherwise indicated in writing.

### 3.3. Client's Responsibility

The Consultant cannot be held accountable if the Client does not disclose all the elements needed for the correctness and completeness of the services provided. Any delays or additional costs arising from incomplete or inaccurate information supplied by the Client will be the Client's responsibility.

### 3.4. Entry into Force

This Agreement enters into force upon the Client's unconditional acceptance of the proposal in writing, and acceptance of these Terms and Conditions. Written acceptance may include signed documents or digital confirmation by email or other agreed-upon methods.

## Section 4: Prices and Terms of Payment

### 4.1 Service Fees

All fees for the Services provided by CaC Management BV shall be outlined in the Agreement or project-specific proposals, which may be structured as fixed fees, hourly rates, or deliverable-based fees. All prices are exclusive of VAT and other applicable taxes, unless otherwise specified.

### 4.2 Invoicing and Payment Schedule

Invoices will be issued based on the agreed-upon milestones, deliverables, or timeframes specified in the Agreement. Unless otherwise specified, payment is due within fourteen (14) calendar days of the invoice date. CaC Management BV reserves the right to suspend Services if payment is not received by the due date.

### 4.3 Additional Costs and Expenses

The Client agrees to reimburse CaC Management BV for reasonable and documented expenses incurred during the performance of the Services, including but not limited to travel, accommodation, and materials, provided these expenses are agreed upon in advance. Any additional costs will be invoiced separately and due within fourteen (14) days of the invoice date.

### 4.4 Late Payments

In the event of late payment, the Client agrees to pay statutory commercial interest on the outstanding amount from the due date until full payment is made, in accordance with Article 6:119a of the Dutch Civil Code or any applicable law. This interest will accrue automatically, without the need for further demand or notice. If payment is more than thirty (30) days overdue, CaC Management BV reserves the right to suspend or terminate the provision of Services until full payment is received.

### 4.5 Payment Method

Payments shall be made by bank transfer to the account details provided by CaC Management BV. The Client may also make payments via credit card, provided the payment is made through an accepted provider (e.g., Visa, Mastercard, Stripe, PayPal, or other methods specified by CaC Management BV). Credit card payments may be subject to an additional processing fee of [X]%, which will be outlined in the invoice.

All payments must be made in euros (€) unless otherwise agreed in writing. If any currency exchange is required, the exchange rate at the time of the invoice issuance shall apply.

### 4.6 Additional Services

Any additional services requested by the Client that are outside the original scope of the Agreement may lead to an increase in fees. Such services will be charged at the applicable hourly or project-based rate, as agreed between the parties in writing. CaC Management BV will not proceed with any additional services without the Client's prior written approval.

### 4.7 No Refund Policy

All fees paid for Services are non-refundable. CaC Management BV does not provide refunds for services rendered unless specifically agreed in writing. This includes any partial or completed work provided to the Client before the termination of the Agreement.

### 4.8 Payment for Assessments

## 4.8.1 Assessment Fees

The Client agrees to pay a lump sum fee covering the first forty-nine (49) participants for each assessment, as outlined in the Agreement or project-specific proposal. For additional participants above 49, the Client agrees to pay a fixed per-participant fee of €[X] per participant. All fees are exclusive of VAT and any applicable taxes.

## 4.8.2 Delivery of Assessment Reports

Upon full payment of the assessment fee, CaC Management BV will provide the Client with a downloadable link or other specified access to the assessment report. Reports will be delivered in accordance with the timeline agreed upon in the Statement of Work or project proposal.

## 4.8.3 No Refunds for Assessment Reports

Once an assessment report has been delivered to the Client, no refunds will be provided. In the event of a technical issue that prevents the Client from accessing the report, CaC Management BV will provide reasonable support to resolve the issue. Any requests for re-access to the report after a specified period may incur additional fees.

## Section 5: Changes in Scope

### 5.1 Scope Adjustments

Any changes to the scope of Services, including but not limited to modifications to deliverables, timelines, methodologies, or the number of participants, must be requested in writing by the Client. CaC Management BV will evaluate the request and provide an updated proposal or Statement of Work (SOW), outlining any adjustments to fees, timelines, or other conditions.

### 5.2 Agreement on Changes

No changes to the scope of Services will take effect unless mutually agreed upon in writing by both parties. The updated proposal or Statement of Work (SOW) must be signed or confirmed in writing (including digital confirmation) by both parties before the changes are implemented.

### 5.3 Impact on Fees and Timelines

Changes in scope may lead to an increase in fees, changes in payment schedules, or extensions of agreed timelines. CaC Management BV will provide a written notice of any such adjustments prior to implementing the changes. The Client agrees that the Services may be delayed if changes are requested mid-project or without sufficient notice.

### 5.4 Additional Costs

If changes in scope require additional resources, personnel, materials, or other costs, the Client agrees to reimburse CaC Management BV for these additional expenses. Any such costs will be outlined in the updated proposal or SOW and invoiced accordingly.

## 5.5 Client-Initiated Changes

In the event that the Client requests additional services or adjustments beyond the original scope, CaC Management BV reserves the right to charge for the additional services at the applicable hourly or project-based rate, as outlined in the Agreement or Statement of Work. These changes will be agreed upon in writing before they are implemented.

## Section 6: Cancellation and Refund Policy

### 6.1 Cancellation by the Client

The Client may cancel the Services by providing written notice to CaC Management BV. The following cancellation fees apply:

- More than 30 calendar days before the agreed service start date: No cancellation fee. Any prepaid amounts will be refunded in full, excluding any non-refundable travel or accommodation expenses already incurred by CaC Management BV.
- Between 15 and 30 calendar days before the agreed service start date: 50% of the service fee will be charged as a cancellation fee, plus any non-refundable travel or accommodation expenses already incurred.
- Less than 15 calendar days before the agreed service start date: 100% of the service fee will be charged as a cancellation fee, plus any non-refundable travel or accommodation expenses already incurred.

For cancellation of workshops or training sessions that require travel, CaC Management BV reserves the right to charge the full cost of any travel bookings, venue reservations, or materials purchased that cannot be refunded.

### 6.2 Refund Policy

Once Services have been provided, including workshops, training sessions, assessments, and deliverables (such as reports), no refunds will be issued. CaC Management BV does not offer refunds for partially completed services or events already delivered.

In the event of a technical issue that prevents the Client from accessing the assessment report or workshop materials, CaC Management BV will provide reasonable support to resolve the issue. Requests for re-access to the report or materials after the specified period may incur additional fees.

### 6.3 Cancellation by CaC Management BV

CaC Management BV reserves the right to cancel or terminate the Agreement at any time if the Client:

- Fails to make payment in accordance with the terms outlined in Section 5;
- Breaches any of the terms and conditions of the Agreement;

- Fails to provide necessary information or cooperation required for the timely completion of the Services.

In such cases, CaC Management BV may retain all prepaid amounts and/or charge for services already performed up to the cancellation date. Any non-refundable travel or accommodation expenses already incurred by CaC Management BV will also be charged to the Client.

## 6.4 Refunds for Prepaid Services

If the Client cancels a prepaid service that has not yet been delivered, CaC Management BV will issue a refund based on the timing of the cancellation, as outlined in Section 5.1. Any partial refunds will be calculated by deducting the cancellation fee and any non-refundable travel expenses from the prepaid amount. Refunds will be processed within 30 days of the cancellation notice.

## Section 7: Rescheduling Services

### 7.1 Client-Initiated Rescheduling

If the Client wishes to reschedule a workshop, training session, or any other scheduled service, the Client must provide written notice to CaC Management BV at least [X] calendar days before the scheduled date. CaC Management BV will make reasonable efforts to accommodate the rescheduling request, subject to availability.

### 7.2 Fees for Rescheduling

Rescheduling requests made less than [X] calendar days before the scheduled service date may be subject to additional fees to cover any non-refundable costs or administrative expenses already incurred by CaC Management BV.

### 7.3 Limits to Rescheduling

The Client may reschedule a service no more than [X] times. After this limit, any further rescheduling requests may be treated as cancellations and subject to the applicable cancellation fees as outlined in Section 6.

### 7.4 Impact on Timelines

Rescheduling services may result in delays to the overall project timeline. CaC Management BV will notify the Client of any such delays, and both parties will agree on revised timelines in writing.

## Section 8: Intellectual Property and Industrial Rights

### 8.1 Ownership of Pre-existing Intellectual Property

CaC Management BV retains full ownership of all pre-existing intellectual property, including but not limited to frameworks, tools, methodologies, questionnaires, AI algorithms, and analyses developed before or independently of the engagement with the Client. The Client is granted a non-exclusive, royalty-free licence to use such pre-existing intellectual property solely for internal purposes related to the

project. The Client shall not copy, modify, distribute, or commercially exploit these materials without prior written consent from CaC Management BV.

### 8.2 Ownership of Newly Created Intellectual Property

All intellectual property developed by CaC Management BV during the performance of the Services, including but not limited to reports, strategies, assessments, tools, and customised deliverables, shall remain the property of CaC Management BV. The Client is granted a non-exclusive, royalty-free licence to use these deliverables solely for internal purposes. The Client agrees not to distribute, reproduce, modify, or commercially exploit these materials without the prior written consent of CaC Management BV.

### 8.3 AI-Driven Tools and Outputs

CaC Management BV retains full ownership of any AI-driven tools and algorithms used in the performance of the Services. The outputs generated by these tools, including reports and analyses, remain the intellectual property of CaC Management BV. The Client is granted a non-exclusive, royalty-free licence to use these outputs for internal business purposes only. The Client shall not reverse-engineer, modify, or commercialise the AI-driven tools or outputs without prior written consent from CaC Management BV.

### 8.4 Ownership of Client's Pre-existing Intellectual Property

The Client retains ownership of any intellectual property it provides to CaC Management BV in connection with the Services, including but not limited to internal data, documents, and proprietary methodologies. CaC Management BV is granted a limited, non-transferable licence to use such intellectual property solely for the purposes of delivering the Services under this Agreement.

### 8.5 Confidentiality and Use of Reports

All reports, assessments, and deliverables provided by CaC Management BV, including but not limited to Core Values Assessments, Leadership Practices Reports, and AI-driven analyses, are for the Client's internal use only. The Client agrees not to distribute, reproduce, share, or disclose the reports or deliverables to any third party without prior written consent from CaC Management BV.

### 8.6 Rights to Further Use of Methodologies

CaC Management BV reserves the right to use any general methodologies, processes, frameworks, or tools developed during the performance of the Services for future engagements with other clients, provided that no confidential or proprietary information of the Client is used or disclosed.

## Section 9: Confidentiality and Non-Disclosure

### 9.1 Confidential Information

Both CaC Management BV and the Client agree to treat as confidential any proprietary or sensitive information disclosed by one party to the other during the course of their

engagement. This includes, but is not limited to, business strategies, financial data, organisational structure, operational information, or any other material clearly identified as confidential (collectively, "Confidential Information").

Neither party shall disclose any Confidential Information to third parties or use it for any purpose other than as required to fulfil its obligations under the Agreement, without the prior written consent of the other party.

## 9.2 Exclusions from Confidentiality

Confidential Information does not include information that:  
Was already known to the receiving party at the time of disclosure;

Is or becomes publicly available through no fault of the receiving party;  
Is disclosed to the receiving party by a third party who has the right to disclose it;

Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

## 9.3 Permitted Disclosures

The receiving party may disclose Confidential Information to its employees, agents, or subcontractors who need access to such information to fulfil their obligations under the Agreement, provided that those individuals are bound by confidentiality obligations at least as strict as those outlined in this Agreement.

## 9.4 Confidentiality of Reports and Deliverables

In addition to the intellectual property rights outlined in Section 7, the reports and deliverables provided by CaC Management BV to the Client are considered Confidential Information and are for internal use only. The Client agrees not to distribute, reproduce, or disclose the reports to third parties without prior written consent from CaC Management BV.

## 9.5 Duration of Confidentiality Obligations

The confidentiality obligations set forth in this section will remain in effect for a period of two (2) years following the termination of this Agreement, unless otherwise specified by applicable law.

## 9.6 Non-Disclosure Agreement (NDA)

If necessary, the parties may enter into a separate Non-Disclosure Agreement (NDA) to provide additional protection for sensitive information.

## Section 10: Data Protection

### 10.1 Compliance with GDPR

Both CaC Management BV and the Client agree to comply with their respective obligations under the General Data Protection Regulation (GDPR) and any applicable data

protection laws with regard to the processing of personal data in connection with the Services provided under this Agreement.

### 10.2 Data Controller and Data Processor

In the context of this Agreement, the Client is the Data Controller, and CaC Management BV is the Data Processor with respect to any personal data processed as part of the Services. CaC Management BV shall process personal data only as instructed by the Client and in compliance with the GDPR.

### 10.3 Security and Confidentiality

CaC Management BV shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing personal data. This includes protecting personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

### 10.4 Data Subject Rights

CaC Management BV shall assist the Client in responding to any requests from data subjects to exercise their rights under the GDPR, including access, rectification, or deletion of personal data.

### 10.5 Data Breaches

In the event of a personal data breach, CaC Management BV shall notify the Client without undue delay and provide all relevant details regarding the breach, including its nature, impact, and any measures taken to mitigate the breach.

## Section 11: Force Majeure

### 11.1 Definition of Force Majeure

Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by circumstances beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters (such as floods, earthquakes, or storms), fire, epidemics or pandemics, government regulations, strikes, war, civil unrest, terrorism, interruptions in utility services, or any other event that could not have been foreseen or prevented by reasonable diligence (collectively, "Force Majeure").

### 11.2 Obligations during Force Majeure

The party affected by Force Majeure shall promptly notify the other party in writing, providing full details of the event and its expected impact on their ability to perform their obligations. The affected party will take all reasonable steps to minimise the effects of the Force Majeure event and resume full performance of its obligations as soon as reasonably possible.

### 11.3 Suspension of Obligations

During the Force Majeure event, the obligations of both parties under this Agreement will be suspended to the extent that they are affected by the Force Majeure. This suspension shall continue until the affected party is able to resume full performance of its obligations, at which point the parties will mutually agree on revised timelines for the fulfilment of any suspended obligations.

#### 11.4 Right to Terminate

If the Force Majeure event continues for a period exceeding sixty (60) days, either party may terminate this Agreement by providing written notice to the other party. In the event of such termination, neither party shall have any liability to the other for any damages or losses caused by the termination, except for payment of services already rendered or costs already incurred by CaC Management BV prior to the Force Majeure event.

### Section 12: Limitation of Liability

#### 12.1 Exclusion of Indirect Damages

In no event shall CaC Management BV be liable to the Client for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, revenue, data, or business opportunities, arising out of or related to this Agreement, even if CaC Management BV has been advised of the possibility of such damages.

#### 12.2 Limitation of Liability

CaC Management BV's total cumulative liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of fees paid by the Client to CaC Management BV under this Agreement during the six (6) months immediately preceding the event giving rise to the claim.

#### 12.3 Applicability

The limitations set forth in this section shall apply to the maximum extent permitted by law and shall not limit liability for gross negligence, willful misconduct, or any other liability that cannot be excluded by law.

### 13. Governing Law and Dispute Resolution

#### 13.1. Governing Law

The laws of the Netherlands shall govern the agreement.

#### 13.2. Dispute Resolution

Disputes shall be resolved through good faith negotiations and, if necessary, mediation in accordance with the Netherlands Mediation Federation (MFN) rules before litigation.