

## **GENERAL TERMS AND CONDITIONS OF CONSULTANCY SERVICES**

ATLAS Belgium – Johannes Gijrath

These General Terms and Conditions apply to consultancy, business development, market research, strategic advisory and business introduction services provided by ATLAS Belgium.

### **1. Consultant**

Johannes Gijrath operates as a sole trader under the commercial name ATLAS Belgium, registered in Belgium under company number 1033788188, with registered office at Zonneveldweg 41A, 3830 Wellen, Belgium.

### **2. Scope of Services**

ATLAS Belgium provides consultancy, business development, market research, commercial introductions and strategic advisory services as agreed in writing with the client. Services are performed on a best-efforts basis and do not guarantee introductions, contracts, sales, commercial success or specific outcomes.

### **3. Fees and Payment**

All fees are stated in EUR and exclude VAT unless otherwise agreed. Invoices are payable within 14 calendar days from invoice date. Late payments may incur interest and recovery costs in accordance with applicable Belgian law.

### **4. Reimbursable Expenses**

Travel, accommodation, trade fair and business expenses pre-approved by the client in writing shall be reimbursed at cost.

### **5. Invoicing**

Invoices shall be issued monthly or as agreed in writing. Payment must be made via bank transfer to the account stated on the invoice.

### **6. Termination**

Either party may terminate the engagement with 30 calendar days' written notice. Work performed up to the termination date, including approved expenses and committed activities, remains payable.

## **7. Liability**

The total liability of ATLAS Belgium arising out of or in connection with the services provided shall in all circumstances be limited to the total amount of fees actually paid by the Client to ATLAS Belgium for the specific services giving rise to the claim.

Under no circumstances shall ATLAS Belgium be liable for any indirect, incidental, special, consequential, or lost-profit damages, including loss of business opportunity, expected savings or goodwill.

The Client remains solely responsible for its commercial decisions, investments, contractual arrangements and follow-up actions resulting from any introductions, market information or advisory services provided by ATLAS Belgium.

## **8. Confidentiality**

Both parties shall keep confidential all non-public, commercially sensitive, technical and business information obtained during the engagement and shall not disclose such information without prior written consent, except where required by law.

## **9. Business Relations and Introductions**

ATLAS Belgium may introduce the Client to business contacts, leads, opportunities or commercial relationships in connection with the agreed services. Such introductions are made for the Client's commercial benefit and use.

Following full payment of the agreed fees relating to the relevant services, the Client shall be entitled to independently pursue, maintain, and develop commercial discussions and business relationships with introduced parties without further involvement of ATLAS Belgium, unless otherwise agreed in writing.

Prior to full payment of the agreed fees, the Client shall not intentionally circumvent ATLAS Belgium in relation to introduced contacts, opportunities or commercial relationships.

## **10. Intellectual Property and Know-How**

All methodologies, materials, tools, templates, commercial approaches, market intelligence, know-how and pre-existing intellectual property of ATLAS Belgium remain the exclusive property of ATLAS Belgium.

Deliverables specifically prepared for the Client may be used by the Client for internal business purposes only. Such deliverables may not be transferred, sublicensed, sold, distributed or disclosed to third parties outside the Client's organization without prior written consent of ATLAS Belgium, except where required by law.

### **11. Force Majeure**

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including but not limited to acts of government, force majeure, natural disaster, strikes or major disruptions.

### **12. Governing Law and Jurisdiction**

These terms are governed by Belgian law. Any disputes arising from these terms shall fall under the exclusive jurisdiction of the competent courts of Brussels, Belgium.

### **13. Acceptance**

By engaging the services of ATLAS Belgium, the client acknowledges and accepts these General Terms and Conditions.