

Terms and Conditions

eaQbe SRL — General Terms and Conditions for Consulting, Training, Events, Support Services, and Agentic Workflow Solutions

Last updated: February 2026

1. Definitions

In these Terms and Conditions, unless otherwise specified, the following capitalised terms shall have the meanings set out below:

- "Affiliate(s)": Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement.
- "Agreement": The combination of these Terms and Conditions, the applicable Schedule(s), and Order Form(s), together with any amendments duly signed by both Parties.
- "Agentic Services": The agentic workflow solutions, AI-powered platforms, and related tools developed and implemented by eaQbe, made accessible to the End User as part of the Services.
- "Confidential Information": Any information disclosed by one Party to the other that is identified as confidential or that should reasonably be considered confidential given its nature or the circumstances of disclosure. Information relating to the Agentic Services, consultancy deliverables, methodologies, algorithms, and business processes is considered proprietary and falls under this category.
- "Deliverables": All materials, reports, documents, training content, and other outputs produced by eaQbe in the course of performing the Services.
- "eaQbe": eaQbe SRL, with its registered office at Avenue Arnaud Fraiteur 15-23, B-1050 Brussels, Belgium, registered under VAT number BE 0754.869.836, RPM Brussels.
- "Effective Date": The date on which this Agreement takes effect, as indicated in the Order Form.
- "End User": The entity or individual procuring Services from eaQbe under this Agreement.
- "Event": Any masterclass, hackathon, workshop, training session, or other event organised by eaQbe under these Terms and Conditions.

- "Order Form": A document detailing the specific Services to be provided by eaQbe, including scope, pricing, timelines, and other key terms.
- "Party" / "Parties": eaQbe and/or the End User, as the context requires.
- "Schedule": A document supplementing the Order Form with additional terms applicable to specific Services.
- "Services": Consulting services, data training programmes, Events, access to the Agentic Services, support services, and any other services provided by eaQbe, as detailed in the relevant Order Form.

2. Scope of Agreement

2.1 This Agreement governs the provision of all Services by eaQbe to the End User, including consulting, training programmes, Events, access to the Agentic Services, and support services. All Services ordered by the End User shall be subject to the terms and conditions set out herein, including any applicable Schedules.

2.2 Each Order Form accepted by eaQbe incorporates these Terms and Conditions by reference and includes the specific details of the Services being provided.

2.3 Unless covered by a separate written agreement, all Services provided by eaQbe prior to the execution of an Order Form, or not specified in a Schedule, are also governed by these Terms and Conditions.

2.4 Order of Precedence. In the event of any conflict between these Terms and Conditions, a Schedule, and an Order Form, the following order of precedence shall apply: (1) the Order Form, (2) the applicable Schedule, (3) these Terms and Conditions.

3. Consulting and Training Services

3.1 Delivery and Acceptance

3.1.1 All Deliverables shall be considered delivered when made available to the End User via the agreed-upon methods (e.g., digital access, email, platform login, or physical delivery).

3.1.2 Acceptance of the Deliverables shall be deemed to occur upon delivery, unless the End User provides written notice of specific issues or non-compliance within five (5) business days of delivery.

3.1.3 The End User may request a reasonable extension of the acceptance period if the nature of the Deliverables requires additional verification, provided such request is made in writing within the initial five (5) business day period.

3.1.4 If the End User raises legitimate issues within the acceptance period, eaQbe shall use commercially reasonable efforts to address them in accordance with this Agreement.

3.2 Access to Agentic Services

3.2.1 For Services involving access to the Agentic Services, delivery is defined as the provision of secure login credentials or access keys to the End User.

3.2.2 Ongoing access to the Agentic Services is subject to the End User's compliance with these Terms and Conditions and payment of all applicable fees.

4. Training Events and Masterclasses

4.1 Registration and Payment

4.1.1 Registration for any Event requires payment of a non-refundable deposit of at least fifty euros (€50) at the time of registration (the "Deposit"). The Deposit covers administrative and organisational costs incurred by eaQbe.

4.1.2 The remaining balance of the Event fee shall be due and payable no later than seven (7) calendar days before the Event date, unless otherwise specified in the Order Form.

4.1.3 Access to Event materials and any associated platform shall be granted upon receipt of full payment.

4.1.4 Each registration is personal and non-transferable, unless eaQbe provides prior written consent.

4.2 Cancellation by the End User

4.2.1 In the event of cancellation by the End User:

Cancellation Notice	Amount Retained by eaQbe
More than fourteen (14) calendar days before the Event	Deposit (€50) retained

Cancellation Notice	Amount Retained by eaQbe
Between seven (7) and fourteen (14) calendar days before the Event	50% of the total Event fee retained
Less than seven (7) calendar days before the Event	100% of the total Event fee retained
No-show without prior cancellation	No refund

4.2.2 Cancellation must be communicated in writing (email to info@eaqbe.com or registered mail). The cancellation date shall be the date of receipt by eaQbe.

4.2.3 The amounts retained under this Section represent a genuine pre-estimate of the costs and losses incurred by eaQbe in organising the Event, and are not intended as a penalty.

4.3 Cancellation or Rescheduling by eaQbe

4.3.1 eaQbe reserves the right to cancel or reschedule an Event if the minimum number of participants is not reached or for any other legitimate reason.

4.3.2 In the event of cancellation by eaQbe, the End User shall receive a full refund (including the Deposit) within fourteen (14) business days.

4.3.3 In the event of rescheduling by eaQbe, the End User may choose to attend the rescheduled Event or receive a full refund.

4.4 Event Materials and Conduct

4.4.1 All Event materials, content, and documentation remain the intellectual property of eaQbe.

4.4.2 The End User is strictly prohibited from recording, copying, reproducing, or broadcasting any part of the Event (including through audio, video, screenshots, or screen recording) without prior written consent of eaQbe.

4.4.3 Any unauthorised recording or reproduction constitutes a breach of the Intellectual Property and Confidentiality provisions of this Agreement and may result in immediate termination of access and legal action for damages.

5. Support Services

5.1 Scope

5.1.1 eaQbe shall provide support services focused on guidance and assistance related to the use of the Agentic Services and consultancy Deliverables.

5.1.2 Support services include:

- Helpdesk assistance for inquiries related to accessing and navigating the Agentic Services;
- Troubleshooting access or data retrieval issues within the Agentic Services;
- Answering queries related to consultancy Deliverables.

5.1.3 eaQbe does not provide extensive technical maintenance, bug fixes, or software updates as part of its standard Services. Any additional technical support or ongoing maintenance beyond standard assistance may be provided upon request and subject to a separate agreement.

5.2 Coverage and Process

5.2.1 Support services are available during standard business hours, Monday through Friday (excluding Belgian public holidays).

5.2.2 The End User's designated technical contact(s) may report issues by submitting a support case via email or telephone.

5.2.3 eaQbe shall respond to support requests within reasonable response times, depending on the nature and severity of the issue.

5.2.4 A support case shall be considered resolved when eaQbe provides a solution, whether a fix or an alternative workaround.

5.3 End User Responsibilities

The End User shall:

- Ensure that its designated technical contact(s) communicate effectively with eaQbe's support team;
- Provide all necessary information to help diagnose and resolve issues;
- Ensure reasonable security and access for eaQbe to assist with troubleshooting, if remote access is required.

5.4 Exclusions

Support services do not cover:

- Issues caused by third-party systems or software;
- Misuse or unauthorised alterations of the Agentic Services;
- Requests outside the scope of the agreed Deliverables or Services.

5.5 Term

Support services shall automatically renew on an annual basis unless otherwise specified in the Order Form. The End User may cancel support services by providing written notice at least thirty (30) days before the renewal date.

6. Fees and Payment

6.1 The End User agrees to pay all fees set out in the relevant Order Form.

6.2 Invoices shall be sent to the address specified in the Order Form. If no written dispute is raised within nine (9) business days of receipt, the invoice shall be deemed accepted.

6.3 Payments are due within thirty (30) calendar days of the invoice date, unless otherwise specified in the Order Form.

6.4 All fees are stated exclusive of Belgian Value Added Tax (VAT), which shall be charged at the applicable rate.

6.5 Late Payment. In the event of late payment, interest shall be due automatically and without prior notice, at the rate provided for by the Belgian Act of 2 August 2002 on combating late payment in commercial transactions (currently the ECB reference rate plus eight percentage points). In addition, a fixed compensation of forty euros (€40) shall be due for recovery costs, without prejudice to eaQbe's right to claim higher compensation for actually incurred recovery costs.

6.6 Annual Indexation. Fees may be indexed annually by reference to the official Belgian Agoria index (or any successor index) published annually.

6.7 Non-Refundability. Unless expressly stated otherwise in the Order Form, payments are non-refundable and non-cancellable. Notwithstanding the foregoing, in the event of early termination for convenience by eaQbe or proven non-performance by eaQbe, the End User shall be entitled to a pro rata refund of prepaid but unused fees.

6.8 Taxes and duties are the responsibility of the End User, excluding taxes based on eaQbe's net income.

6.9 eaQbe reserves the right to suspend or withhold Services in the event of non-payment.

7. Intellectual Property

7.1 Ownership. eaQbe retains all rights, title, and interest in and to the Agentic Services, the underlying AI systems, knowledge base, algorithms, methodologies, processes, and all associated Deliverables. All intellectual property related to consulting materials, training content, and AI-driven solutions remains the sole property of eaQbe.

7.2 Licence. The End User is granted a non-exclusive, non-transferable, revocable licence to access and use the Agentic Services and consultancy Deliverables solely for its internal business purposes, as defined in the applicable Order Form.

7.3 Restrictions. The End User shall not distribute, sublicense, reverse-engineer, or otherwise exploit any part of the Agentic Services, AI systems, or Deliverables beyond the agreed scope.

7.4 No Transfer. No rights or ownership in any intellectual property are transferred to the End User unless explicitly stated in a written agreement signed by both Parties.

8. Confidentiality

8.1 Prior Agreements

Any prior confidentiality agreements between the Parties shall remain in full force and effect to the extent they apply to matters preceding the Effective Date or relate to subject matter not covered by this Agreement.

8.2 Obligations

The Parties agree to maintain the confidentiality of each other's Confidential Information. These obligations shall remain in effect during the term of this Agreement and for a period of three (3) years after its termination.

Each Party shall:

- Apply the same degree of care it uses to protect its own similar information, but no less than a reasonable degree of care;
- Not disclose the other Party's Confidential Information to any third parties, except as authorised by this Agreement;

- Limit circulation of Confidential Information within its organisation and Affiliates to those employees or consultants who have a need to know such information to fulfil the business relationship between the Parties.

8.3 Remedies

Any unauthorised use, reproduction, or distribution of Confidential Information is strictly prohibited. Both Parties acknowledge that any breach of this obligation may cause irreparable harm, and therefore the non-breaching Party shall be entitled to seek immediate injunctive relief in addition to other legal remedies.

8.4 Publicity

During the term of this Agreement, the End User grants eaQbe the right to use the End User's logo and name to identify the End User as a customer on eaQbe's website and marketing materials. eaQbe may issue a press release announcing the business relationship, subject to prior written approval from the End User regarding the specific content.

9. Data Protection and GDPR Compliance

9.1 eaQbe and the End User agree to comply with Regulation (EU) 2016/679 (GDPR) and all applicable Belgian data protection legislation, including the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

9.2 Where eaQbe processes personal data on behalf of the End User, the Parties shall enter into a Data Processing Agreement (DPA) setting out the scope, purpose, duration, types of personal data, categories of data subjects, and the technical and organisational security measures applicable to such processing.

9.3 eaQbe undertakes to implement appropriate technical and organisational measures to ensure the confidentiality, integrity, and availability of personal data.

9.4 Data Retention. Personal data processed in the course of performing the Services shall be retained only for as long as necessary for the purposes set out in this Agreement. Contractual and billing data shall be retained in accordance with Belgian accounting and tax law obligations (currently seven years). Upon termination, personal data shall be returned or deleted in accordance with the DPA.

9.5 For further details on how eaQbe processes personal data, please refer to eaQbe's Privacy Policy, available at www.eaqbe.com/privacy-policy.

10. Warranties and Disclaimers

10.1 Service Performance Warranty

eaQbe warrants, for a period of ninety (90) days following delivery (the "Warranty Period"), that the Services shall be performed with reasonable skill and care, in accordance with generally accepted industry standards. If any issues arise during the Warranty Period, the End User must notify eaQbe in writing, and eaQbe shall make commercially reasonable efforts to address the issue.

10.2 Anti-Virus and Security Warranty

eaQbe warrants that any digital Deliverables provided to the End User shall not, to the best of eaQbe's knowledge, contain malicious code such as viruses or malware. eaQbe shall take reasonable precautions to ensure all files and Deliverables are free of harmful software.

10.3 Sole and Exclusive Remedies

In the event of a breach of warranty, the End User's sole remedy and eaQbe's sole liability shall be to either:

- Re-perform the Service in question to correct any errors; or
- Provide a refund for the portion of the Service that was not delivered as warranted.

eaQbe shall have no responsibility for issues arising from modifications made by the End User or third parties, or from use of the Services beyond the scope originally agreed upon.

10.4 Warranty Disclaimer

The limited warranties provided above are the only warranties provided by eaQbe. All other warranties, whether express or implied, are disclaimed to the fullest extent permitted by Belgian law. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

eaQbe does not warrant that:

- The Services will meet all specific End User requirements;
- The Agentic Services will operate without interruption or errors;
- Any outcomes derived from the Services will result in specific business results for the End User.

11. Intellectual Property Indemnity

11.1 Indemnity

Subject to the limitations set out in Section 12, eaQbe shall defend, at its own expense, any claim, suit, or proceeding brought against the End User alleging that the use of eaQbe's proprietary materials provided under this Agreement infringes the intellectual property rights of a third party.

The End User shall:

- Promptly notify eaQbe in writing of any such claim;
- Provide eaQbe with all relevant information and reasonable assistance;
- Allow eaQbe sole control of the defence and any settlement negotiations;
- Refrain from any actions that could compromise eaQbe's defence.

eaQbe shall pay any damages, costs, and expenses finally awarded by a court of competent jurisdiction or agreed to in a settlement approved by eaQbe.

11.2 Exceptions

eaQbe shall not be liable for any third-party IP claim that:

- Arises from unauthorised modifications or distribution of eaQbe's materials by the End User;
- Results from the use of eaQbe's materials in combination with software or hardware not approved by eaQbe;
- Could have been avoided by using the most current version of eaQbe's materials, if applicable.

11.3 Remedies in Case of Infringement

If any of eaQbe's materials or Services become or are likely to become the subject of an IP infringement claim, eaQbe may, at its own expense and discretion:

- Procure the rights for the End User to continue using the materials or Services;
- Modify the materials or Services to make them non-infringing without significant loss of functionality;
- Replace the materials or Services with a non-infringing, substantially similar alternative.

If none of the above options are feasible after reasonable efforts, eaQbe may terminate the affected portion of the Agreement and refund a pro rata portion of the fees paid for the affected Services or materials. This indemnity represents eaQbe's entire liability for any third-party IP claims.

12. Limitations of Liability

12.1 eaQbe's liability under this Agreement shall be limited to direct damages.

12.2 In no event shall eaQbe be liable for indirect, consequential, incidental, or special damages, including but not limited to loss of profits, revenue, data, or business opportunities, even if eaQbe has been advised of the possibility of such damages.

12.3 eaQbe's total aggregate liability for any and all claims arising under or in connection with this Agreement shall not exceed the total amount paid by the End User for the Services in the twelve (12) month period immediately preceding the event giving rise to the claim.

12.4 The limitations set out in this Section 12 shall not apply in cases of: (a) gross negligence (faute lourde / zware fout) or wilful misconduct (faute intentionnelle / opzettelijke fout) by eaQbe; (b) fraud; or (c) liability that cannot legally be excluded or limited under mandatory Belgian law, including liability for personal injury.

12.5 eaQbe shall not be liable for damages arising from: (a) misuse of the Agentic Services; (b) the End User's improper implementation of consultancy Deliverables; or (c) third-party content or systems introduced by the End User.

13. Term and Termination

13.1 Term

This Agreement is effective from the Effective Date and shall continue for the period specified in the applicable Order Form(s) and/or Schedule(s), unless terminated in accordance with this Section.

13.2 Termination for Convenience

Either Party may terminate this Agreement for convenience by providing the other Party with sixty (60) days' prior written notice. Payments made under any Order Form or Schedule are non-refundable, except as expressly stated in the applicable Order Form or Schedule.

13.3 Termination for Material Breach

Either Party may immediately terminate this Agreement without court intervention if the other Party:

- Commits a material breach that is incapable of being remedied; or
- Fails to remedy a breach that is capable of being remedied within thirty (30) days of receiving written notice specifying the nature of the breach.

If the End User fails to cure any payment default within ten (10) days of receiving written notice, eaQbe may:

- Suspend further Services; and/or
- Terminate the relevant Services with immediate effect.

13.4 Termination for Insolvency

Either Party may terminate this Agreement by written notice if the other Party:

- Has a receiver appointed for its property;
- Makes a general assignment for the benefit of creditors;
- Becomes subject to bankruptcy, insolvency, or similar proceedings not dismissed within sixty (60) days; or
- Ceases its business operations, becomes insolvent, or is liquidated.

13.5 Effect of Termination

Upon termination, the End User shall:

- Immediately cease using any Deliverables, Agentic Services, and related proprietary information provided by eaQbe;
- Certify to eaQbe, within ten (10) days, that all materials and copies thereof have been returned or destroyed.

Termination shall not limit either Party's rights to pursue other legal remedies, nor shall it relieve the End User of any payment obligations that accrued prior to termination.

13.6 Survival

The following Sections shall survive termination: Definitions, Intellectual Property, Confidentiality, Data Protection, Warranties, Limitations of Liability, and Governing Law.

14. Force Majeure

14.1 Neither Party shall be held liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control, as defined in Article 5.226 of the Belgian Civil Code, including but not limited to natural disasters, strikes, riots, acts of war or terrorism, government restrictions, cyber-attacks, pandemic events, or other unforeseeable circumstances, excluding financial difficulties.

14.2 The affected Party shall notify the other Party as soon as reasonably possible and take all reasonable steps to mitigate the impact of the delay.

14.3 If the force majeure event continues for more than sixty (60) consecutive days, either Party may terminate the affected part of this Agreement without liability, upon written notice to the other Party.

15. General Provisions

15.1 Entire Agreement

This Agreement, including its Schedule(s) and Order Form(s), constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations, or understandings regarding the subject matter hereof. Modifications or additions to this Agreement shall be binding only if made in writing and signed by duly authorised representatives of both Parties.

15.2 Non-Solicitation

During the term of this Agreement and for eighteen (18) months following its termination, neither Party shall, directly or indirectly, solicit or seek to hire any employee of the other Party who was directly involved in the performance of this Agreement. Any violation of this clause shall result in compensation equal to six (6) months' gross salary of the affected employee. This restriction is intended to protect legitimate business interests.

15.3 Relationship of Parties

eaQbe is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

15.4 Notices

Any notices required under this Agreement shall be in writing and delivered via registered mail, courier, or electronic transmission to the addresses specified in the

Order Form. Notices shall be deemed delivered upon receipt. Either Party may update its contact information by providing written notice to the other Party.

15.5 Electronic Signatures

Electronic signatures complying with Regulation (EU) No 910/2014 (eIDAS) shall have the same legal effect as handwritten signatures for the purposes of this Agreement.

15.6 Assignment

The End User shall not assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of eaQbe. eaQbe may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided written notice is given to the End User.

15.7 Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, it shall be modified or severed to the minimum extent necessary to comply with applicable law, and the remaining provisions shall remain in full force and effect.

15.8 Waiver

No waiver of any term of this Agreement shall be valid unless it is in writing and signed by the Party granting the waiver. Failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

15.9 Successors and Assigns

This Agreement is binding upon and inures to the benefit of the Parties' successors and permitted assigns.

16. Governing Law and Jurisdiction

16.1 This Agreement shall be governed by and construed in accordance with Belgian law, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

16.2 Prior to initiating court proceedings, the Parties agree to attempt resolution of any dispute through mediation administered by the Belgian Centre for Arbitration and Mediation (CEPANI), in Brussels, in accordance with its mediation rules.

16.3 The courts of Brussels, Belgium, shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.