

General terms and conditions

Version 1.1 · 21 September 2026

Service Provider	Cedric Buch, trading as Veneysis Advisory & Consultancy (sole trader)
Registered office	Gontrodestraat 91, 9050 Gentbrugge (Ghent), Belgium
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Version	Version 1.1 – 21 September 2026 · applicable to agreements concluded from that date

This is a courtesy translation of the Dutch "Algemene voorwaarden" of Veneysis Advisory & Consultancy, version 1.1 of 21 September 2026. The Dutch text is the authentic text and prevails in case of discrepancy (article 15.5). References to Belgian legislation keep their Belgian names: WER is the Code of Economic Law (Wetboek van economisch recht); the Act of 2 August 2002 is the Act on combating late payment in commercial transactions.

Article 1 – Definitions and scope

1.1 In these terms: Service Provider: Cedric Buch, trading as Veneysis Advisory & Consultancy, with the details stated on the first page; Client: any natural or legal person who concludes an agreement with the Service Provider or requests a quotation for one; Consumer: a Client who is a natural person acting for purposes outside his trade, business, craft or profession (art. 1.1, 2° WER); Business: any other Client; Services: management advice and consultancy, project management and interim management, administrative and organisational support, training, workshops, talks and masterclasses, design and writing, and website development and maintenance; Agreement: any accepted quotation, service agreement or order, including these terms.

1.2 These terms apply to all quotations, agreements and Services of the Service Provider, unless the parties deviate from them in writing. A specific agreement (for example a service agreement) prevails over these terms; these terms prevail over the quotation, except for price, scope and planning.

1.3 General or specific terms of the Client do not apply, even when printed on purchase orders or other documents of the Client, unless the Service Provider has expressly accepted them in writing.

1.4 These terms are provided to the Client with every quotation and are available on simple request. Provisions that apply only to Consumers are marked as such. Where a provision of these terms would conflict with mandatory law protecting the Consumer, the statutory rule applies to the Consumer.

Article 2 – Quotations and conclusion of the Agreement

2.1 Quotations are valid for thirty calendar days from their date, unless stated otherwise. They are drawn up on the basis of the information provided by the Client. Prices are expressed in euro, exclusive of VAT and exclusive of travel and accommodation costs, unless stated otherwise; for Consumers, prices are also stated inclusive of VAT.

2.2 The Agreement is concluded by the Client's written acceptance of the quotation (including by e-mail), by the signing of a service agreement, or by the start of performance at the Client's express request. An acceptance that deviates from the quotation binds the Service Provider only after his written confirmation.

2.3 Changes to or additions to the assignment (additional work) are recorded in writing beforehand, with the corresponding price and planning. Without such a record, additional services performed at the Client's request are invoiced at the rates of the quotation or, failing that, at the Service Provider's rate card in force at that time.

Article 3 – Performance of the Services

3.1 The Service Provider performs the Services to the best of his ability, independently, with the care of a skilled professional and in accordance with the rules of the profession. Unless expressly agreed otherwise, he undertakes an obligation of means, not an obligation of result. Advice and recommendations are given on the basis of the information available at that time; the Client decides on their application.

3.2 The Service Provider organises his work freely and determines, in consultation with the Client, when and where the Services are performed. The planning is fixed per month, with the number of days or hours per month, and may be adjusted by mutual agreement. The Client exercises no authority over the Service Provider; no employment contract or exclusivity arises. The Service Provider may work for other principals, subject to article 10.

3.3 The Service Provider may call on third parties (subcontractors or specialists) for the performance, after notifying the Client. He remains the point of contact and is responsible for coordinating their work within the limits of article 12.

3.4 Performance periods are indicative, unless the Agreement expressly designates them as binding. Delay attributable to the Client, to third parties appointed by the Client or to force majeure extends the period by at least the duration of the delay. Exceeding an indicative period gives no right to damages or termination.

3.5 The Services do not include legal, tax, accounting or medical advice. Where the law requires a recognised professional or an approval by a public authority or regulator, that responsibility remains with the Client; the Service Provider may prepare such approval but cannot guarantee it.

Article 4 – Cooperation of the Client

4.1 The Client provides in good time, completely and correctly all information, documents, access and decisions needed for the performance, and appoints a contact person authorised to take decisions. The Client is responsible for the accuracy of the information provided.

4.2 For training, workshops and sessions at the Client's premises, the Client provides a suitable room, the necessary equipment, the list of participants and compliance with the agreed maximum number of participants.

4.3 Waiting time, rescheduling or extra work resulting from a shortcoming in the Client's cooperation are invoiced at the agreed rates, after prior notice to the Client.

Article 5 – Prices, advance payment and invoicing

5.1 The Services are performed at an hourly rate, a daily rate, a monthly retainer or a fixed package price, as stated in the quotation. A day comprises at most eight hours of services; a half day at most four hours. Travel is charged at 0.45 euro per kilometre from the Service Provider's registered office, or at cost for public transport, flights and accommodation, unless agreed otherwise. Travel time outside Belgium is charged at half the hourly rate, unless agreed otherwise. For training packages, the quotation specifies facilitated training hours separately; a full training day includes up to six facilitated hours within the agreed working day, unless expressly agreed otherwise.

5.2 For projects and packages an advance of 40 % of the agreed price is due on conclusion of the Agreement. The advance is invoiced by means of an advance invoice; performance starts after its receipt. The balance is invoiced on delivery or, for assignments lasting longer than one month, monthly on the basis of the days or hours performed and the milestones reached.

5.3 Retainers (fixed monthly availability) are invoiced monthly in advance. Unused days or hours may be carried over to the following month, but no further, and are not refunded.

5.4 Every invoice states the period to which it relates and, for services on an hourly or daily basis, the number of hours or days performed per calendar month. The Client may receive a statement of services on request.

5.5 For agreements of indefinite duration and retainers, the Service Provider may adjust the rates once a year, on 1 January, on the basis of the evolution of the consumer price index or of objectively demonstrable cost increases, subject to written notice at least two months in advance. A Client who does not accept the adjustment may terminate the Agreement free of charge as of the date on which the adjustment takes effect.

5.6 Belgian businesses subject to VAT receive their invoice as a structured electronic invoice (Peppol); other Clients receive an invoice in pdf by e-mail. The Client accepts electronic invoicing.

Article 6 – Payment

6.1 Invoices are payable within thirty calendar days of the invoice date to the Service Provider's bank account, quoting the structured reference. For Businesses a different period of at most sixty calendar days may be agreed in writing (Act of 2 August 2002).

6.2 Businesses. In case of late payment, the Business owes by operation of law and without notice of default interest at the rate set in article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions, from the due date until full payment, as well as a fixed compensation of 40 euro for the Service Provider's own recovery costs, without prejudice to the right to reasonable compensation for all other recovery costs exceeding that amount (article 6 of the same Act).

6.3 Consumers. In case of late payment the Consumer first receives a free reminder. Only when payment has not been made within fourteen calendar days, counted from the third working day after the reminder was sent (or from the calendar day after sending when the reminder was sent electronically), the following become due: (a) interest at the reference rate plus eight percentage points referred to in article 5, second paragraph, of the Act of 2 August 2002, calculated on the amount still outstanding, and (b) a fixed compensation of 20 euro when the outstanding balance is 150 euro or less; 30 euro plus 10 % of the amount due on the bracket between 150.01 and 500 euro, when the balance lies between 150.01 and 500 euro; 65 euro plus 5 % of the amount due on the bracket above 500 euro, with a maximum of 2,000 euro, when the balance exceeds 500 euro (Book XIX WER). Where the Service Provider himself repays a sum owed to the Consumer late, he owes interest and an equivalent compensation in the same way.

6.4 Any dispute of an invoice is notified to the Service Provider in writing, with reasons, within eight calendar days of receipt of the invoice. For Businesses, an invoice not disputed within that period is deemed accepted, subject to proof to the contrary (art. 8.11, § 4 Civil Code). A dispute of part of the invoice does not suspend payment of the undisputed part.

6.5 If an invoice is not paid on its due date, the Service Provider may, after a written reminder that has remained without effect, suspend performance of the current Services until full payment, without this giving rise to damages, and demand payment of all other invoices, including those not yet due. An advance already paid is set off against the final invoice.

Article 7 – Cancellation, notice and termination

7.1 Training, workshops, talks and sessions with a fixed date may be cancelled by the Client free of charge up to fourteen calendar days before the date. For cancellation between the fourteenth calendar day and the third working day before the date, 50 % of the agreed price is due; for later cancellation or no-show, 100 %, in each case plus the non-recoverable costs already incurred. The date may be moved once free of charge, provided the request is made at least seven calendar days in advance and a new date is set within six months.

7.2 Projects and packages may be terminated early by the Client by written notice. In that case the Client pays for the Services already performed and the costs incurred. For Businesses, a compensation of 20 % of the part of the agreed price not yet invoiced is also due, as a fixed compensation for the reserved capacity and loss of profit, unless the Business demonstrates that the actual loss is lower. The advance paid is set off.

7.3 Retainers and agreements of indefinite duration have a minimum term of three months and may thereafter be terminated by either party with one month's notice, by registered letter or by e-mail with acknowledgement of receipt, taking effect on the first day of the month following the notice.

7.4 Either party may terminate the Agreement when the other party fails to perform a material obligation and does not remedy that failure within fourteen calendar days of a written notice of default, and with immediate effect in case of bankruptcy, manifest insolvency, liquidation or cessation of activity of the other party.

7.5 The Service Provider may terminate the Agreement for serious reasons, including where continued performance would bring him into conflict with a statutory or contractual duty of confidentiality, with a conflict of interest that cannot be resolved, or with a lasting inability to perform the Services. In doing so

he observes a reasonable notice period, contributes to an orderly handover and invoices only the Services already performed.

Article 8 – Consumer's right of withdrawal

8.1 A Consumer who concludes an Agreement at a distance or away from the Service Provider's business premises has the right to withdraw within fourteen calendar days of the conclusion of the Agreement without giving reasons (art. VI.47 WER), by an unequivocal statement by e-mail or by letter; the model form is provided before the Agreement is concluded and is included as an annex to these terms.

8.2 If the Consumer expressly requests that performance of the Services begin during the withdrawal period, he owes on withdrawal an amount proportionate to what has already been performed. The right of withdrawal lapses once the Service has been fully performed, where performance began with the Consumer's express prior consent and his acknowledgement that he thereby loses his right of withdrawal (art. VI.53, 1° WER).

Article 9 – Intellectual property

9.1 All intellectual property rights in the methods, models, competency frameworks, assessment instruments, scenarios, course material, presentations, texts, software, templates, publications (including the work "CBTA for Cabin Crew") and know-how of the Service Provider, which exist before or independently of the Agreement or are developed during its performance, remain the exclusive property of the Service Provider (Cedric Buch, trading as Veneyasis Advisory & Consultancy).

9.2 After full payment the Client obtains a non-exclusive, non-transferable and non-sublicensable right to use the delivered results (reports, roadmaps, frameworks, course material, website content) internally for the purpose for which they were delivered, within its own organisation and, for course material, solely for the benefit of the participants. Reproduction for third parties, sale, publication, distribution outside the organisation or use for training third parties requires the Service Provider's prior written consent. Recordings (audio, video) of training and sessions are not permitted without that consent.

9.3 For websites: after full payment, the texts, images and design made specifically for the Client are transferred to the Client; the domain name and hosting are registered in the Client's name. Generic components, templates and code of the Service Provider remain his property; the Client obtains a perpetual right to use them for that website. Third-party software, themes, fonts and services remain subject to the licence terms of those third parties.

9.4 The Service Provider may reuse the general knowledge, experience and methodological insights he gains during performance, provided he does not disclose the Client's confidential information. He may mention the Client's name and logo as a reference, unless the Client objects in writing.

Article 10 – Confidentiality and professional secrecy

10.1 Both parties treat all information of the other party that is marked as confidential or that should reasonably be regarded as confidential (business data, financial data, personnel data, client or patient data, methods, prices) as strictly confidential, use it solely for the performance of the Agreement and share it only with staff and subcontractors who need it and who are bound by an equivalent obligation. This obligation applies during the Agreement and for five years after its end, and without limitation in time for data covered by professional secrecy.

10.2 The obligation does not apply to information that is or becomes public through no fault of the receiving party, that the receiving party already lawfully held, or that must be disclosed under a legal obligation or a court order, in which case the other party is notified in advance to the extent the law allows.

10.3 The Service Provider is himself bound by confidentiality obligations towards third parties, including his current and former employers. He will not use or disclose confidential information, documents or material of those third parties, and the Client will not ask him to. The Services are based on his own work, on public regulation and on published research.

10.4 Where the Service Provider works for a healthcare professional or for another Client subject to professional secrecy, he acts as a necessary assistant under the responsibility and instructions of that Client, is bound by the same secrecy (art. 458 Criminal Code) and obtains access to patient or client data only insofar as strictly necessary for the agreed tasks and as laid down in the data processing agreement referred to in article 11.

Article 11 – Protection of personal data

11.1 The Service Provider processes the personal data of the Client and of its contact persons (identification and contact details, invoicing details, correspondence) as controller, for managing the client relationship, performing the Agreement, invoicing and complying with legal obligations, on the basis of the performance of the Agreement, a legal obligation or his legitimate interest. The data is kept for as long as the relationship lasts and thereafter for as long as the statutory retention periods (including ten years for accounting records) require. Data subjects have the right of access, rectification, erasure, restriction, portability and objection, to be exercised via cedricbuch@veneysis.com, and may lodge a complaint with the Data Protection Authority (www.dataprotectionauthority.be).

11.2 Where the Service Provider processes personal data on the Client's instructions for which the Client is the controller (for example personnel data, participant data, client or patient data), he acts as processor within the meaning of article 28 GDPR. The parties conclude a data processing agreement for that purpose, in accordance with the model provided by the Service Provider, before the first processing. Without a data processing agreement the Service Provider does not process special categories of data (art. 9 GDPR).

11.3 The Service Provider takes appropriate technical and organisational measures (access security, device encryption, separate professional accounts, back-ups) and uses cloud and AI tools of established providers (including Google Workspace and Anthropic) under data processing agreements, with storage within the European Economic Area or under appropriate safeguards. Health data and other special categories of data are not entered into AI tools unless the Client has consented in writing

and the provider offers appropriate safeguards for it. The list of sub-processors is available on request and is included in the data processing agreement.

Article 12 – Liability

12.1 The Service Provider is liable for the direct loss suffered by the Client as a result of a proven fault in the performance of the Agreement. That liability is limited, per claim and per calendar year together, to the amount exclusive of VAT that the Client paid for the assignment concerned in the twelve months preceding the claim, with a maximum of 25,000 euro, or to the amount paid out by the Service Provider's professional liability insurer where that is higher.

12.2 The Service Provider is not liable for indirect or consequential loss, such as loss of profit or turnover, loss of clientele, loss of or damage to data, reputational damage, fines or sanctions imposed by public authorities or regulators, or third-party claims, except in the cases referred to in article 12.3.

12.3 The limitations and exclusions of this article do not apply in case of fraud, intent or gross negligence of the Service Provider or his agents, in case of loss resulting from death or personal injury, nor for the non-performance of the essential obligations of the Agreement except in case of force majeure, nor where the law prohibits a limitation (art. VI.83 WER for Consumers; art. VI.91/5 WER for Businesses).

12.4 The Client remains responsible for the decisions it takes on the basis of the Services, for their execution and implementation in its organisation, for compliance with the regulations applicable to it and for the approvals required by its regulators or public authorities. The Service Provider is not liable for loss resulting from incorrect or incomplete information from the Client, from changes made by the Client or third parties to the delivered results, or from their use for a purpose other than agreed.

12.5 Any claim by a Business against the Service Provider lapses if it is not brought in writing within twelve months of the loss arising, or of the moment at which the Business could reasonably have become aware of it. For Consumers the statutory limitation periods apply.

12.6 The Service Provider takes out professional liability and general business liability insurance before the start of the first assignment; a certificate is available on request once the policy is in force.

Article 13 – Force majeure

13.1 Neither party is liable for the non-performance of an obligation (other than payment obligations) resulting from force majeure: any event beyond the reasonable control of the party that makes performance impossible or unreasonably onerous, such as illness or accident of the Service Provider, death or serious illness of a close relative, strike, failure of utilities or telecommunications, cyber incidents at third parties, government measures, epidemic, extreme weather or cancellation of transport.

13.2 The affected party notifies the other party as soon as possible. The obligations are suspended for the duration of the force majeure; fixed dates are moved by mutual agreement. If the force majeure lasts longer than sixty calendar days, either party may terminate the Agreement for the part not yet performed without compensation; Services already performed remain due and amounts paid in advance for services not performed are refunded.

Article 14 – Complaints, applicable law and disputes

14.1 Complaints about the performance of the Services are notified in writing and with reasons, for Businesses within eight calendar days of delivery or performance, for Consumers within a reasonable period. The parties first seek an amicable solution and, at the request of either of them, hold a meeting for that purpose within fifteen calendar days.

14.2 For the out-of-court settlement of a dispute, Consumers may turn to the Consumer Ombudsman Service (Consumentenombudsdienst, www.consumentenombudsdienst.be). The Service Provider undertakes to cooperate in mediation, without the outcome binding him.

14.3 The Agreement is governed exclusively by Belgian law. Disputes with Businesses fall under the exclusive jurisdiction of the courts of the judicial district of East Flanders, Ghent division (for commercial disputes the Enterprise Court of Ghent, Ghent division). For disputes with Consumers the court designated by the ordinary rules of jurisdiction is competent.

Article 15 – Final provisions

15.1 If a provision of these terms is void or unenforceable, the remaining provisions continue to apply in full. The parties replace the void provision in good faith by a valid provision that comes as close as possible to the original intention, insofar as the law allows.

15.2 Failure or delay in exercising a right does not constitute a waiver of that right. The Service Provider may assign his receivables; the Client may not assign the Agreement without the Service Provider's written consent.

15.3 Notices are validly given by e-mail to the last address communicated, except where these terms or the law require a registered letter. The parties accept electronic documents and electronic signatures as evidence.

15.4 The Service Provider may amend these terms. The amended terms apply to Agreements concluded after their publication; for current agreements of indefinite duration they apply after written notice and a period of two months, within which the Client may terminate free of charge.

15.5 The Dutch text of these terms is the authentic text. A translation is provided for information only; in case of discrepancy the Dutch text prevails, unless the Agreement itself was concluded in another language and the translation is expressly designated as binding in it.

Special provisions per type of Service

A. Training, workshops, talks and masterclasses

A.1 The Client receives the course material for the participants in digital form, unless agreed otherwise; the maximum number of participants and the duration are stated in the quotation. Certificates of participation confirm attendance, not a competence or a statutory qualification, unless the Agreement expressly provides for an assessment.

A.2 Open sessions with registration per participant are confirmed once the minimum number of participants is reached; if the Service Provider cancels for lack of registrations, the registration fee is

refunded in full or, at the participant's choice, carried over to a later date.

A.3 Where the Service Provider is registered as a service provider for the kmo-portefeuille (Flemish SME subsidy), the quotation states this for the training component. The application, its timely submission and the conditions of the subsidy are the Client's responsibility; failure to obtain the subsidy does not affect the price due.

B. Administrative and organisational support

B.1 The Service Provider supports the Client in the organisation, planning and administration of its activity. He performs no legal acts in the Client's name, makes no payments from the Client's accounts and does not represent the Client towards public authorities, banks, insurers or suppliers, unless the Client has given a written, delimited power of attorney for that purpose. The Client remains responsible for compliance with its legal, tax, social and professional obligations and for the final check of what is sent in its name.

B.2 Access to the Client's systems is through a personal account of the Service Provider's own with the minimum rights needed; the Client's passwords are not shared. At the end of the Agreement, access is closed and the Client's documents are returned or, at its request, destroyed.

C. Website development and maintenance

C.1 The quotation describes the scope (number of pages, features, languages, content supplied). Domain name, hosting and subscriptions to third-party services are taken out in the Client's name and for its account, unless agreed otherwise. The Client supplies the content (texts, images, logos) in good time and is responsible for the rights in it, unless the Service Provider creates the content.

C.2 After delivery the Client has ten working days to test the website and report defects in writing. Defects that prevent the agreed operation are remedied free of charge; changes to the scope are additional work. Without a report within that period, or on going live, the website is deemed accepted, without prejudice to the Consumer's statutory rights.

C.3 Maintenance (updates, back-ups, minor changes within the agreed number of hours) is invoiced monthly in accordance with article 5.3. Compliance with the legislation on the content of the website (privacy notice, cookies, mandatory mentions, accessibility) is the Client's responsibility, unless the Service Provider has expressly included that content in the assignment.

Sources and references

Code of Economic Law (WER): Book VI (market practices and consumer protection; art. VI.47 and VI.53 right of withdrawal; art. VI.83 unfair terms B2C; art. VI.91/2–VI.91/6 unfair terms B2B, Act of 4 April 2019, applicable to agreements concluded, amended or renewed after 1 December 2020) and Book XIX (consumer debts, Act of 4 May 2023, in force since 1 September 2023).

Act of 2 August 2002 on combating late payment in commercial transactions, as amended by the Act of 14 August 2021 (payment term of 30 days, contractually at most 60 days since 1 February 2022; art. 5 interest rate; art. 6 fixed sum of 40 euro and reasonable recovery costs).

Regulation (EU) 2016/679 (GDPR), in particular art. 9, 28 and 32; Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

Civil Code, Book 5 (obligations) and Book 8 (evidence, art. 8.11 accepted invoice); art. 458 Criminal Code (professional secrecy).

Version 1.1 of these terms is in force since 21 September 2026 and applies to agreements concluded from that date. Courtesy translation; the Dutch text prevails.

Annex – Model withdrawal form

Complete and return this form only if you are a consumer wishing to withdraw from the agreement and a statutory right of withdrawal applies. Any other unequivocal statement is also sufficient.

To: Cedric Buch, trading as Veneyasis Advisory & Consultancy, Gontrodestraat 91, 9050 Gentbrugge, Belgium – cedricbuch@veneyasis.com.

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the supply of the following service (*):

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only for a form submitted on paper):

Date:

(*) Delete as appropriate.