

Japan Consulting Office - Terms and Conditions for Consulting and Training Services

1. Scope of Services

Japan Consulting Office ("JCO") provides consulting and training services to corporate clients worldwide. Services may be delivered by JCO employees or freelance consultants engaged by JCO.

2. Object

These Terms and Conditions apply to all services provided by Japan Consulting Office (JCO) to its clients. They are deemed accepted upon signature of the contract or upon commencement of the service.

3. Fees, Payment Terms and cancellation

3.1 All fees for services provided by JCO are as stated in the proposal or contract. Additional participant above the maximum number of participants stated in the offer are subject to additional charges. When applicable, transport, accommodation and food are not included in offers and will be charged separately based on actual costs incurred, unless otherwise agreed in writing.

3.2. Payment terms are net 30 days from the invoice date unless otherwise agreed in writing. Late payments may incur interest at a rate of 4% per month.

3.3. In the event of cancellation (without rescheduling), cancellation fee will be charged (30% of the planned training fee if notified 3 weeks or less before training delivery, 75% if notified 2 weeks or less before the delivery date, 100% thereafter.)

In the event of cancellation, all non-refundable expenses incurred by JCO (accommodations, transport, etc.) will be charged to the client.

4. Limitation of Liability

To the maximum extent permitted by law, JCO's total liability for any claim arising from or in connection with the services provided shall not exceed the total amount paid by the client for the specific service that gave rise to the claim. Under no circumstances shall JCO be liable for indirect, consequential, or special damages, including but not limited to loss of profits, business interruptions, or reputational damage.

5. Indemnification

The client agrees to indemnify, defend, and hold harmless JCO, its employees, and consultants from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to the client's use of the services

provided, except to the extent caused by the gross negligence or willful misconduct of JCO.

6. Warranty Disclaimer

JCO provides consulting and training services on a best-efforts basis and does not guarantee specific results or outcomes. All information and recommendations provided during the services are for informational purposes only, and clients are responsible for their own business decisions.

7. Force Majeure

JCO shall not be liable for any failure or delay in performing its obligations due to causes beyond its reasonable control, including but not limited to natural disasters, strikes, government actions, pandemics, cyberattacks, or other force majeure events. In such cases, JCO reserves the right to reschedule services or provide alternative solutions.

8. Intellectual Property

All intellectual property, including but not limited to training materials, presentations, reports, and methodologies, remains the property of JCO unless otherwise agreed in writing. Clients may not reproduce, distribute, or use JCO's intellectual property beyond the agreed scope of services without prior written consent.

9. Confidentiality

Both JCO and the client agree to keep confidential any proprietary or sensitive information exchanged during the course of the engagement. Confidentiality obligations shall survive the termination of the agreement.

10. Insurance

JCO maintains professional liability insurance appropriate to the nature and scope of its consulting and training services. A certificate of coverage can be provided upon written request.

11. Dispute Resolution and Arbitration

Any disputes arising out of or relating to these terms shall first be resolved through good-faith negotiations. If unresolved, disputes shall be submitted to binding arbitration under the rules of Belgium court. The language of arbitration shall be English.

These Terms and Conditions shall be governed by and construed in accordance with the laws of Belgium, without regard to conflict of law principles.

12. Amendments

JCO reserves the right to amend these Terms and Conditions at any time. The latest version shall apply to all engagements unless otherwise agreed in writing.

13. Acceptance

By accepting a proposal or engaging JCO's services, the client agrees to these Terms and Conditions.