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Terbigen Terms and Conditions of Service

Headline Promotional Statement:

"Transform Your Business with Confidence: Satisfaction Guaranteed or Your Investment Back. Terbigen Delivers Results—Or You Pay Nothing."

Fee Structure:

- Hourly Rate: R2,850 (exclusive of VAT, if applicable).
- Customized Engagement:

Total hours are determined by your business's unique needs, including:

- o Life Stage (startup, scaling, maturity, turnaround).
- o **Ambition Complexity** (market expansion, innovation, leadership pivots).
- o **Challenges** (operational inefficiencies, growth barriers, cultural alignment).
- Package Tier (Basic, Strategic, Enterprise-level support).
 A detailed proposal with estimated hours and outcomes will be provided prior to engagement.

Engagement Terms & Conditions

1. Money-Back Guarantee:

- Full refund of fees paid if measurable outcomes (as mutually defined in the proposal) are not achieved.
- Exclusion:
 - Guarantee void if client declines to accept or implement Terbigen's advised strategies.
 - No refund if outcomes are impacted by external factors (e.g., market volatility, regulatory shifts).

2. Payment Terms:

- 50% upfront payment required to secure engagement; remainder due upon completion.
- For multi-session engagements, invoices issued biweekly or per pre-agreed milestones.

3. Scope of Services:

- o Deliverables, timelines, and success metrics outlined in the signed proposal.
- Additional hours beyond the proposal require written approval.

4. Client Responsibilities:

- o Timely provision of accurate business data and access to key stakeholders.
- o Full disclosure of client business situation and challenges.
- o Active participation in scheduled sessions and implementation phases.

5. Confidentiality:

o Terbigen agrees to non-disclosure of client-sensitive information.

6. **Termination:**

• Either party may terminate with 14 days' written notice. Fees for work completed prior to termination remain payable.

7. Limitation of Liability:

 Liability capped at total fees paid. Terbigen not liable for indirect/consequential losses.

By proceeding, clients agree to these terms. Custom terms may be negotiated for enterprise engagements.