

General Terms & Conditions for Consultancy Services

1. Definitions

General Terms & Conditions: the present document entitled "*General Terms & Conditions for consultancy services*"

Services: the services that the Service Provider shall provide to the Customer, as described in the Specific Terms & Conditions. These services are at all times governed by the General (and Specific) Terms & Conditions.

Service Provider iAdvise NV, with official seat located in Kontich, registered in the register of legal persons in Antwerp (Department Antwerp) under number BE0869.772.769.

Customer: the customer stated in the Specific Terms & Conditions.

Employees: personnel members, personnel members of Affiliated Companies, independent employees, subcontractors, consultants, and any other natural or legal persons directly or indirectly involved in the provision of the Services.

Contract: these General Terms & Conditions and the Specific Terms & Conditions.

Force Majeure: the situation in which one of the Parties is impeded in the performance of the Contract, either in whole or in part and temporarily or permanently, beyond the control of the Party or Parties. This includes (but is not limited to): fire, war, terrorist attack, unfavourable weather conditions, force majeure on the part of the vendors of the Service Provider, failures in goods, equipment, software or materials of third parties the use of which the Customer prescribes to the Service Provider, government measures, disruption of internet, data network or telecommunications facilities, unavailability of third party servers, strike, unavailability of Employees, general transportation problems and electricity outages.

Party/Parties: the Service Provider and/or the Customer.

Specific Terms & Conditions: an agreement subject to these General Terms & Conditions and describing the specific performance modalities of this Contract.

Consultant: the Employee(s) stated in the Specific Terms & Conditions whom the Service Provider draws on for the performance of this Contract.

Affiliated Company/Companies: the affiliated and associated companies within the definition of articles 11 and 12 of the Belgian Company Code.

2. Duration and termination

Duration and extension

2.1. The duration of the Contract is stated in the Specific Terms & Conditions.

2.2. If at the request of the Customer the Service Provider commences the performance specified in the Specific Conditions prior to the signing of the Contract, then the start of the performance is qualified as acceptance of the General and Specific Terms & Conditions.

2.3. No later than four (4) weeks prior to the end of the current contract period, the Customer may submit a request in writing to the Service Provider for the extension of the Contract. If the Service Provider agrees to this extension of the Contract, it will inform the Customer thereof in writing. Barring any clause to the contrary, the Contract will be extended under the same terms and for the same duration as the original Contract.

Termination

2.4. Without prejudice to its entitlement to compensation of damages, the Service Provider may, at its own discretion, suspend the Contract or rescind the Contract by operation of law, with no notice of breach required, with immediate effect and without judicial intervention, by the simple delivery of a registered letter:

(a) in the event of repeated or serious violation of the contractual obligations (such as late payment and/or non-payment on any individual payment deadline) by the Customer;

(b) in the event that the Customer has requested deferment of payment, is under a bankruptcy or suspension of payment procedure, is in an unstable credit position or is manifestly insolvent;

(c) In the event the Customer refuses to sign, confirm or accept the time sheet or any other time accounting system without valid reason;

(d) in the event of dissolution and liquidation of the Customer's company;

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(e) should any or all of the assets of the Customer be under foreclosure and/or a garnishment order at the request of a creditor or in the event of other executive or protective measures with respect to the Customer's assets;

(f) in the event of proof or serious suspicions of fraud committed by the Customer;

(g) in the event that the Customer refuses to provide the requested information or has provided incorrect and/or false information.

2.5. Further, either Party may terminate the Contract if the other Party commits a demonstrated serious error or material contractual failure and does not rectify this within a period of thirty (30) calendar days after being notified by registered letter of default by the Party invoking the error or failure. Extension of the aforesaid period for remedy of the default will not be refused on unreasonable grounds if during the remedy period of thirty (30) calendar days the Party in default has commenced remedying the default and is making reasonable efforts to continue to do so.

2.6. The Customer explicitly waives the application of article 1794 of the Belgian Civil Code.

Consequences of termination

2.7. Excepting where the Customer terminates the Contract based on serious error or material failing on the part of the Service Provider, the Customer shall compensate the Service Provider for all Services performed and hours worked at the moment of termination.

2.8. The legal remedies stated in article 2.7 of these General Terms & Conditions apply without prejudice to the Service Provider's right to demonstrate higher damages actually suffered using any and all legal means.

2.9. If the Contract is rescinded by one of the Parties, this rescission is considered to be effective as from the date of the postmark of the registered letter giving notice that the Contract is rescinded.

3. Intellectual property rights

3.1. Excepting where stated otherwise in the Specific Terms & Conditions, the Service Provider extends the Customer a limited, non-exclusive and non-transferable right of use in respect of the results of the Services it performs, as from the moment of full payment of all invoices as well as all

other amounts that the Customer owes as a result of the failure in payment obligation. The Customer shall only use the results of the Services in the manner prescribed by the Service Provider.

3.2. The risks associated with the Services provided transfer to the Customer at the moment of delivery.

3.3. The Customer is not permitted to remove or alter any indication concerning the confidential nature or pertaining to copyright, trademark, trade name or any intellectual or industrial property right from the software, websites, databases, equipment or materials.

4. Confidentiality

4.1. Confidential information is defined as all information of any form whatsoever (oral, written, graphic, electronic, etc.) exchanged between the Parties in the context of this Contract.

4.2. Each Party and its Employees must keep confidential all confidential information received from the other Party in the performance of this Contract. Additionally, the Parties may only use the confidential information for the purposes of this Contract. The Parties may not disclose the confidential information to third parties without the written consent of the other Party. At a minimum, any information designated as confidential by one of the Parties will be considered as such.

4.3. The confidentiality obligation shall continue to exist for a period of three (3) years after disclosure, and will in any event end no later than three (3) years after the end of this Contract, regardless of the cause of the termination of the Contract.

4.4. The following are not considered to be confidential information:

(a) information obtained legally from a third party not bound by any confidentiality obligation or secrecy;

(b) information that a Party already knew before it was provided for the purposes of this Contract;

(c) information a Party developed independently without violating this Contract;

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(d) information that came into the public domain without the doings or error of the Party receiving the information;

(e) information that must be made public pursuant to a judicial or administrative decision.

4.5. The Service Provider may also include the Customer in its customer list, publish a brief description of the assignment and use the Customer's name and trademark for publicity purposes and PR activities.

5. The performance modalities

General

5.1. The Service Provider undertakes the obligation to perform the Services for the Customer.

5.2. Insofar as the Specific Terms & Conditions do not refer to any other capacity of the Customer, the Customer is irrevocably deemed to be a professional user acting in the context of its professional activities. The Customer is deemed to possess the relevant know-how in relation to the Services to be provided, and to engage personnel with the relevant expertise.

5.3. If during the term of the Contract the material specifications for the performance of the Contract change, the Customer will compensate the Service Provider for the additional training of the Consultant. If the Customer itself provides a training to the Consultant, then barring any provision to the contrary in the Specific Terms & Conditions the costs for this training are to be borne by the Customer.

5.4. To the extent possible, the Service Provider must report any scheduled interruptions of the performance of the Services (such as short-term illness, Consultant leave days, etc.) to the Customer in a timely manner.

Place of performance

5.5. The Services are to be performed in the spaces of the Customer as identified in the Specific Terms & Conditions. The work space and facilities will be in compliance with all requirements of law. The Customer indemnifies the Service Provider against claims of third parties, including the Employees of the Service Provider, who suffered damages in connection with the performance of the Contract and resulting from the acts or omissions of the Customer or from unsafe situations in the

Customer's organisation. The Customer shall notify the Consultant(s) of the house rules and safety procedures prior to the start of the Services.

Services

5.6. The Service Provider shall perform its task within the framework of the performance of this Contract to the best of its ability and will take into account the technical instructions and guidelines it receives from the Customer in accordance with 5.8 through 5.11 of the General Terms and Conditions.

5.7. The Services shall be developed and/or delivered by the Service Provider in the state in which they are at the moment of delivery (as is), and therefore with all visible and invisible errors and defects.

Under no circumstances does the Service Provider warrant the suitability or marketability of the Services for the performance of specific tasks envisioned by the Customer unless said tasks are explicitly covered in the Specific Terms & Conditions and/or the description of the functional specifications.

The Service Provider does not warrant that any intervention by the Service Provider will allow the resolution of the problem arising or that the alleged problem will no longer occur after its intervention, or that no other difficulties shall arise as a result of this correction.

The performance is rendered by the Service Provider with all due care that can be reasonably expected in accordance with the state of the art.

Cooperation obligation

5.8. The Parties acknowledge and accept that the success of activities in the field of information and communication technology depends on timely cooperation. The Customer shall at all times promptly grant all reasonable cooperation desired by the Service Provider.

5.9. The Service Provider provides the Services within the limits of this Contract and the information provided by the Customer. The Customer warrants the accuracy, timeliness and completeness of the information it provides, stated dimensions, requirements, specifications of the Services and other data crucial to allow the Service Provider to fulfil the obligations under this Contract. The Customer indemnifies the Service Provider for

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all damages resulting from incorrect, late or incomplete provision of information.

5.10. The Customer shall provide the Service Provider with all information, technical or general documentation or other explanatory material necessary for the Services.

Under normal circumstances, the Customer shall at all times bear the end responsibility for the running projects of which the consultancy Services of the Service Provider may be a part. The Service Provider is not responsible for incorrect, missing, late or conflicting instructions of the Customer.

5.11. The Customer at all times bears the responsibility for its existing infrastructure (including, but not limited to: hardware, software, websites, databases, monitoring and security procedures, adequate system management, etc.) and the proper functionality and safety of all its working materials.

Only the Customer is responsible for setting up procedures that allow them to reconstruct lost or modified files, data or programs at any time, regardless of the cause of the loss or modification. On a daily basis, the Customer must be able to dispose of the necessary back-up copies of its computer programs, files and data.

Consultant

5.12. For the performance of this Contract the Service Provider will draw on the services of one or more Consultants. The Service Provider reserves the right to determine what Consultant shall be assigned to the performance of the Services, and to replace this Consultant as the Service Provider sees fit throughout the duration of the Contract.

Where deemed necessary or desirable by both Parties, the Parties may also agree to charge another Consultant with the performance of the Contract, either temporarily or permanently.

5.13. If the Consultant does not or no longer meets the set requirements, brings the Customer's good name into disrepute or does not perform or no longer performs the Contract in accordance with any reasonable definition, the Customer is entitled to request the Service Provider to replace the Consultant. This does not discharge the Customer from its obligation to continue to pay for the Services performed by the Consultant.

If the Service Provider agrees to the replacement of the Consultant, it undertakes the obligation to provide the Customer with a replacement as quickly as reasonably possible. If the Service Provider is unable to provide a qualified replacement within a term of two (2) weeks, the Customer is entitled to terminate the portion of the Contract pertaining to the Consultant to be replaced.

6. The fee and payment modalities

6.1. The Customer undertakes the obligation to pay a fee equal to the number of (hours) days of performance times the rates agreed in the Specific Terms & Conditions.

6.2. The fees are exclusive of VAT and any other levies imposed or to be imposed by the government. Excepting where agreed otherwise in the Specific Terms & Conditions, these fees are exclusive of travel time and/or expenses.

6.3. The Service Provider may adjust the fees annually on 1 January based on the following formula:

New price = Base price * (0.2 + 0.8 * New index (Initial index))

For which the following definitions apply:

- Base price: price at the start of the Contract;
- Initial index: the index published by Agoria "national average reference wage cost" for the month preceding the signing of the Contract;
- New index: the index published by Agoria "national average reference wage cost" for the month preceding the date of indexation.

6.4. In the event of a sudden fundamental change in circumstances with an effect on the agreed price that was both unforeseeable at the time of the determination of the price and that constitutes a disruption of the contractual equilibrium, then upon demand by either Party the Parties will meet to agree on a reasonable adjustment of the Contract. If the Parties are unable to reach a consensus after thirty (30) calendar days from the moment of the request to adjust the Contract, either Party has the option to cancel the Contract by virtue of notice by registered letter with a notice period of thirty (30) calendar days, without giving rise to any obligation for compensation on the part of the cancelling Party.

6.5. The Service Provider shall take all reasonable steps to perform the Services in

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accordance with the Customer's work schedule. Barring any agreement to the contrary between the Parties, the work schedule will be assumed to be 38 hours per week. Where the work schedule is more than 38 hours per week, the following increases will be applied (non-cumulative):

- performance > 38 hours/week: + 50%;
- performance > 7.6 hours/day: + 50%;
- performance between 10 PM and 7 AM: + 100%;
- performance on Saturday: + 50%;
- performance on Sunday or public holiday: + 100%.

6.6. Barring an agreement in writing between the Parties to the contrary, the Consultant will have his/her performance hours signed off by the Customer in the form of timesheets or some other timekeeping system agreed between the Parties.

6.7. The Service Provider shall invoice the Customer for the fee referred to above on a monthly basis. All invoices are payable thirty (30) calendar days after the date of invoice, unless specified otherwise in the Specific Conditions. The absence of a protest of an invoice in writing within eight (8) business days from the date of sending of the invoice constitutes irrevocable acceptance of the invoice and the Services set out within it.

6.8. After expiry of the payment period, the Customer is automatically in default without any prior notice being required. Upon the expiry of the payment period, the Customer incurs conventional interest charges equalling the interest rate as defined in Article 5 of the Belgian Act on payment arrears (Act 2 August 2002, *Belgian Official Journal* 7 August 2002), increased by 3%. This interest is calculated as from the deadline for payment of the invoice up until the date of full payment.

6.9. In the event of late payment of an invoice:

- (i) the Service Provider is entitled to increase the amount of invoice by 15% as compensation;
- (ii) all costs, the extrajudicial collection of the invoice, and the costs of legal proceedings and enforcement are to be borne by the Customer;
- (iii) all claims against the Customer not yet due are immediately incurred, exigible and payable; and

- (iv) The Service Provider is entitled to suspend all its Services in regard to the Customer without prior notification.

6.10. The Customer is not entitled to settlement or suspension of a payment.

6.11. If in the opinion of the Service Provider the Customer's creditworthiness so dictates, the Service Provider may, even after the signing of the Contract, require the Customer to furnish security requested by the Service Provider for the payment of the Services yet to be provided, and the Service Provider may suspend performance as long as the security is not furnished.

7. Relationship between the parties

7.1. The Service Provider will enjoy complete freedom and independence in the performance of the Contract. There is no hierarchical relationship between either the Service Provider and the Customer or the Customer and Consultant(s) used by the Service Provider. Under no circumstances does the Service Provider transfer any employer's authority to the Customer excepting insofar as permitted by the applicable legislation as set out below.

7.2. The Parties acknowledge and accept that they are familiar with the Act of 24 July 1987 governing temporary labour, the secondment and posting of employees for users, the changes implemented by the Programming Act of 27 December 2012 and the changes that may be made from time to time and published in the Belgian Official Journal (*Belgisch Staatsblad*). The Parties undertake the obligation to comply with the provisions of these acts of legislation.

7.3. The Customer may not give any instructions to the employees of the Service Provider (and/or employees of the subcontractors the services of which are called upon by the Service Provider) other than the instructions given in this Contract in relation to the standards of conduct and safety, time management, the applicable policy standards and procedures of the Customer identified in this Contract, and/or the work to be performed by these employees.

7.4. The Customer is not authorised to make decisions in regard to:

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- the recruitment process;
- the remuneration package (definition of salaries and benefits, expense reimbursement, etc.);
- disciplinary matters;
- training and the policy in regard to training (with the exception of those aspects necessary for the performance of the Services);
- dismissal and related policy;
- management of attendance and absence from work (vacation, sick leave and other forms of absence);
- employment relationships and organisational aspects relating to employees of the Service Provider (and/or employees of the subcontractors the services of which are called upon by the Service Provider).

7.5. Any instructions given by the Customer to employees of the Service Provider (and/or employees of the subcontractors the services of which are called upon by the Service Provider) in regard to the work to be performed must remain strictly limited to the operational and technical aspects of the provision of the Services, and may not under any circumstances effectively entail the authority of an employer; these instructions must pertain purely and exclusively to the following:

- scheduling of the Services to be provided;
- timeframe within the Services must be completed, if applicable;
- processes and procedures of the Customer as agreed by the Parties and which must be observed in the performance of the Services (for example in relation to those of safety or access);
- access to locations and facilities of the Customer for the purposes of the performance of the Services;
- use of the material, infrastructure, tools or facilities of the Customer for the purposes of the performance of the Services;

In cases of doubt, the Parties must consult on the applicability of an instruction of the Customer.

7.6. The Specific Conditions may include more specific details about the instructions that the Customer may give. This list may be altered at any time during the term of the Contract.

7.7. The Customer must meet the obligations placed on the “user of the services” under the Programming Act specified above.

7.8. The Customer shall indemnify the Service Provider against all claims, damages and liabilities

resulting from noncompliance with article 7 of these General Terms & Conditions.

8. Liability

8.1. The liability that the Service Provider may incur is derived from a best effort obligation that in cases of claim must be appropriately demonstrated by the Customer.

8.2. Insofar as maximally permitted by applicable law, the total liability of the Service Provider based on attributable failure in the fulfilment of the Contract is limited to the reimbursement of direct damages up to a maximum of the compensation owed by the Customer for the specific Services that gave rise to the damages (excluding VAT). If the services extend over multiple years, then for the compensation of direct damages the Service Provider may be held to a maximum of the value of the amounts invoiced for the performance of this Contract for the specific Services (excluding VAT) over a period of twelve (12) months prior to the date that the damages-causing event occurred. Under no circumstances shall the total liability for all direct damages during the entire duration of the Contract exceed the fee paid by the Customer for the specific Services (excluding VAT). For damages incidents partly attributable to the Customer and/or a third party, the Service Provider may be held liable towards the Customer up to a maximum amount, within the limits defined above, of the share caused by the Service Provider’s demonstrated error, to the exclusion of any joint and several liability with the other debtors. This provision applies regardless of whether the claim is brought on a contractual or extra-contractual basis.

8.3. The Customer must inform the Service Provider in writing of any event that may call upon the latter's liability or of any disadvantage the Customer suffers within the shortest possible time and at the latest within fifteen (15) calendar days from the occurrence of this event or disadvantage, or at least to be counted from the moment the Customer becomes aware of or reasonably could have been aware of this event or disadvantage. This is in order to enable the Service Provider to determine the origin and cause(s) of the damage within a reasonable period. In the event of failure to comply with the written notification, the Service Provider reserves the right to refuse any compensation and it cannot be held liable.

8.4. Under no circumstances shall the Service Provider be liable for (i) indirect, incidental or

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consequential loss, including but not limited to financial or commercial losses, loss of profit, increase of general expenses, missed savings opportunities, diminished goodwill, damages resulting from business stoppage, damages resulting from claims of customers of the Customer, disruptions in scheduling, loss of expected profit, loss of capital, loss of customers, missed opportunities, loss of information, loss of advantages, or compromising and loss of files resulting from the performance of the present Contract, (ii) damages resulting from error or negligence of the Customer, (iii) compensation of any direct and indirect damages caused by the use of the result of the Services, (iv) compensation of any direct and indirect damages caused in whole or in part by software or hardware supplied or created by third parties, or any other element introduced into the Customer's business after the signing of the Contract, and (v) all claims of third parties brought against the Customer.

8.5. The limitation of liability as set out in these General Terms & Conditions shall not apply with respect to damages caused by an intentional and/or fraudulent error by the Service Provider.

8.6. In the event that the delivered developments are used for further development or commercialisation, the Customer will hold the Service Provider harmless against any third party damages claims, even if it were established that such originated from the services and developments supplied by the Service Provider.

8.7. The Service Provider is not liable for any claims of intellectual property rights infringement based upon:

(a) use of a modified or old version of any or all of the developments, if the infringement could have been prevented by using the unmodified or last version which the Service Provider has made available; or

(b) information, design, specifications, instructions, software, data or other materials that were not developed by the Service Provider.

8.8. These limitations of liability remain applicable in the event that the Service Provider is informed by the Customer of the existence of a realistic risk of damages. The Parties acknowledge that this constitutes a reasonable spread of the risk.

8.9. The provisions of this article, alongside all other limitations and exclusions of liability specified

in these General Terms & Conditions, are stipulated in part for the benefit of the Employees of the Service Provider and its Affiliated Companies.

9. Protection of personal privacy

9.1. Each Party must at all times adhere to its respective obligations under applicable law in regards to the processing of personal data in connection with personal data that is to be processed pursuant to this Contract. The Customer undertakes to refrain from granting the Service Provider and the Consultant access to personal data within the framework of this Contract, except when the performance of the Contract would be impossible without such access. The Customer undertakes in such a case only to grant access to the personal data that are strictly necessary for the execution of the Contract. The Customer remains solely responsible for the determination of the objectives for which the Service Provider processes personal data pursuant to the Contract. For the sake of clarity, the Parties acknowledge that the Customer acts as the party responsible for the data processing, and the Service Provider acts as the processor of the personal data that must be stored, used or otherwise processed for the offices of this Contract, as these terms are defined in the legislation governing the processing of personal data. All costs related to and/or resulting from the application and/or implementation of the legislation with respect to the processing of personal data will be exclusively borne by the Customer.

9.2. The Customer declares that it has obtained all approvals necessary for the use and processing of the personal data transferred to the Service Provider for the purposes of the Contract, and the Customer further warrants that the content, use and/or processing of the Personal Data is not wrongful and does not violate the rights of third parties.

10. Force Majeure

10.1. Neither party is obliged to fulfil any obligation if prevented from doing so by Force Majeure.

10.2. If a situation of Force Majeure lasts longer than sixty (60) calendar days, either Party is entitled to rescind the Contract in writing. In that event, all performances already rendered under the Contract will be settled in proportion to the state of completion, without the Parties owing anything to

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each other beyond this proportionate compensation.

11. Non-solicitation

11.1. The Customer agrees that it will not actively approach the Employees of the Service Provider directly or indirectly with the intention of engaging these Employees, and that this obligation commences as from the start of performance of the Services and continues until twelve (12) months after the end date of the Services and/or termination of the Contract, whichever is later, excepting where agreed otherwise by the parties in writing.

11.2. If the Customer contracts an Employee of the Service Provider or recruits or use the services of any such Employees, whether under an employment relationship, on an independent basis and/or through a company, the Customer shall pay to the Service Provider an amount equivalent to 120 times the day rate defined in the Specific Terms & Conditions. This sum shall be payable on the date on which the Employee is first engaged or on which the Employee's services are first used.

11.3. The Customer undertakes the obligation to impose the obligations under articles 11.1 and 11.2 of these General Terms & Conditions on the third parties with which it partners and/or contracts. The Customer commits to ensuring that these third parties will not approach any of the Employees of the Service Provider with the purpose of engaging or recruiting these persons.

12. General stipulations

12.1. The present Contract is governed by Belgian law. Application of the Vienna Sales Convention of 11 April 1980 (CISG) is excluded.

12.2. In the event of disputes concerning the implementation and/or interpretation of the present Contract which cannot be resolved amicably, only the Courts of Antwerp (division Antwerp) will be considered competent. Any claim of the Customer relating to the Services provided expires six (6) months after the date on which the Customer becomes aware or reasonably could have become aware of the damages-causing events giving rise to the claim.

12.3. Neither this Contract nor the rights or obligations arising from it may be transferred in whole or in part without the express written consent of both Parties. Without prejudice to the

foregoing, the Service Provider is at all times authorised to transfer this Contract or the rights or obligations derived from it, in whole or in part, to an Affiliated Company without requiring the explicit and written consent of the Customer.

12.4. For the performance of the Contract, the Service Provider may call upon the services of subcontractors without requiring the written consent of the Customer in advance.

12.5. The nullity of any provision or part of a provision under this Contract will in no way affect the validity of the remaining portion of the provision or the rest of the provisions and clauses. By mutual agreement, the Parties will make every effort to replace the invalid clause with a valid one with the same, or largely the same, economic impact as the invalid clause had.

12.6. A Party cannot be considered to have waived a right or claim under this Contract or relating to a default of the other Party excepting where this waiver is made explicitly and in writing.

If under application of the preceding paragraph a Party waives rights or claims under this Contract that are derived from continuing breach of Contract or other default of the other Party, this waiver can never be interpreted as waiver of any other right under this Contract or concerning a continuing breach or other default of the other Party, even if the two situations exhibit significant similarities.

12.7. Barring any stipulation to the contrary, all legal remedies provided in the Contract are cumulative and above and beyond (and not in replacement of) any other legal remedies available to the Parties.

12.8. In the event of General Terms & Conditions and the Specific Terms & Conditions, the Specific Terms & Conditions prevail.

12.9. These General Terms & Conditions, together with the Specific Terms & Conditions are a full and complete reflection of the rights and obligations of the Parties and take the place of all previous agreements and proposals, whether oral or in writing. Departures from and additions to this Contract are only valid if agreed between the Parties in writing. The applicability of the Customer's purchase conditions or any other general conditions are explicitly rejected, even if these conditions state otherwise.

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12.10. All notifications, requests and other communication under this Contract (excluding everyday operational communications) shall be in writing by registered letter with proof of receipt or in another conventional method of communication agreed between the parties.

12.11. All provisions of the Contract explicitly identified as extending beyond the termination (including rescission) or expiry of the Contract, as well as all provisions of the Contract the performance of or compliance with which is intended after the termination or expiry of the Contract, shall continue and remain fully in force beyond the termination or expiry of the Contract. Specifically, but not exhaustively, all provisions relating to liability, confidentiality and non-solicitation continue after the termination of the Contract under any and all circumstances.

12.12. Regardless of the nature and value of the juristic act to be demonstrated, the Service Provider

may at all times demonstrate said act based on the following additional evidence: copies or reproductions in any form whatsoever (carbon copy, photocopy, microfilm, scan, etc.), via information carrier, fax, telex and email. This evidentiary material has the same basic force as a private instrument drafted in accordance with the provisions of the Belgian Civil Code. In the event a signed copy of the Contract is disclosed by email in a .pdf or .jpeg file or another form of exact copy, the signature included within it shall create a valid and binding obligation on the part of the signer (or the person in the name of whom and on whose account the document is signed) with the same value, force and effect as an original signature.

12.13. The titles and headings in this Contract are solely indicative and do not in any way affect the content or scope of the provisions or the rights and obligations derived therefrom.

General Terms and Conditions for services on a Fixed Price basis

1. Definitions

General Terms and Conditions: the present document entitled “*General Terms and Conditions for services on a Fixed Price basis*”.

Services: the services that the Service Provider shall provide to the Customer, as described in the Project Order. These Services are at all times governed by these General Terms and Conditions and the Project Order (and/or the specific conditions set out therein).

Service Provider iAdvise NV, with official seat located in Kontich, registered in the register of legal persons in Antwerp (Department Antwerp) under number BE0869.772.769.

Customer: the customer stated in the Project Order.

Employees: personnel members, personnel members of Affiliated Companies, independent employees, subcontractors, consultants, and any other natural or legal persons directly or indirectly involved in the provision of the Services.

Contract: these General Terms and Conditions and the Project Order (and/or the specific conditions set out therein).

Force Majeure: the situation in which one of the Parties is impeded in the performance of the Contract, either in whole or in part and temporarily or permanently, beyond the control of the Party or Parties. This includes (but is not limited to): fire, war, terrorist attack, unfavourable weather conditions, force majeure on the part of the vendors of the Service Provider, failures in goods, equipment, software or materials of third parties the use of which the Customer prescribes to the Service Provider, government measures, disruption of internet, data network or telecommunications facilities, unavailability of third party servers, strike, unavailability of Employees, general transportation problems and electricity outages.

Party/Parties: the Service Provider and/or the Customer.

Project: the totality of reciprocal services and cooperation between the Parties as described in the Project Order.

Project Order: an agreement subject to these General Terms and Conditions and describing the specific performance modalities and specific conditions of this Contract and the Project.

Project Team: the Employees of the Customer and the Service Provider who are directly involved in the performance of the Services and/or the Project.

Consultant: the Employee(s) stated in the Project Order whom the Service Provider draws on for the performance of this Contract.

Affiliated Company/Companies: the affiliated and associated companies within the definition of articles 11 and 12 of the Belgian Company Code.

Confidential Information: all information, in any form whatsoever (oral, written, graphic, electronic, etc.) exchanged between the parties within the context of this Contract.

2. Contracting and termination

Contracting

2.1. The Service Provider is only bound to perform the Contract after its acceptance, explicitly and in writing, of the Project Order, and conditional on payment by the Customer of the advance in accordance with Article 6.4 of the present General Terms and Conditions.

2.2. If the Customer permits the Service Provider to commence the Services as stated in the Project Order before the Contract is signed, then the commencement of the Services applies as acceptance (and/or sufficient evidence of acceptance) by the Customer of the Project Order and the General Terms and Conditions.

Termination

2.3. Without prejudice to its entitlement to compensation of damages, the Service Provider may, at its own discretion, suspend the Contract or rescind the Contract by operation of law, with no notice of breach required, with immediate effect and without judicial intervention, by the simple delivery of a registered letter:

(a) in the event of repeated or serious violation of the Contractual obligations (such as late payment and/or non-payment on any individual payment deadline) by the Customer;

(b) in the event that the Customer has requested deferment of payment, is under a bankruptcy or suspension of payment procedure, is in an unstable credit position or is manifestly insolvent;

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(c) in the event of dissolution and liquidation of the Customer's company;

(d) should any or all of the assets of the Customer be under foreclosure and/or a garnishment order at the request of a creditor or in the event of other executive or protective measures with respect to the Customer's assets;

(e) in the event of proof or serious suspicions of fraud committed by the Customer;

(f) in the event that the Customer refuses to provide the requested information or has provided incorrect and/or false information.

2.4. Further, either Party may terminate the Contract if the other Party commits a demonstrated serious error or material Contractual failure and does not rectify this within a period of thirty (30) calendar days after being notified by registered letter of default by the Party invoking the error or failure. Extension of the aforesaid period for remedy of the default will not be refused on unreasonable grounds if during the remedy period of thirty (30) calendar days the Party in default has commenced remedying the default and is making reasonable efforts to continue to do so.

2.5. If without valid reason the Customer cancels its order in whole or in part or remains in default of receiving and accepting any or all of the Services provided without valid reason, the Service Provider is entitled to rescind the agreement or demand fulfilment. The damages suffered by the Service Provider will be a minimum of fifty percent (50%) of the value of the order or the unfulfilled portion thereof, without prejudice to the Service Provider's right to demonstrate actual damages suffered, using any and all means to do so, if such damages are greater.

2.6. The Customer explicitly waives the application of article 1794 of the Belgian Civil Code.

Consequences of termination

2.7. Excepting where the Customer terminates the Contract based on serious error or material failing on the part of the Service Provider, the Customer shall pay for all Services provided for unfinished components. The effective Services and work hours performed at the moment of termination shall be billed at the Service Provider's hourly rates as applicable at that moment, without

prejudice to the Service Provider's option to use any and all legal means to demonstrate any damages suffered in excess thereof.

2.8. Further, rescission of the Contract will not discharge the Customer from its obligation to pay for all Services that are fully accepted prior to the rescission.

2.9. If the Contract is rescinded by one of the Parties, this rescission is considered to be effective as from the date of the postmark of the registered letter giving notice that the Contract is rescinded.

3. Intellectual property rights

3.1. Excepting where stated otherwise in the Project Order, the Service Provider extends the Customer a limited, non-exclusive and non-transferable right of use in respect of the results of the Services it performs, as from the moment of full payment of all invoices as well as all other amounts that the Customer owes as a result of the failure in payment obligation. The Customer shall only use the results of the Services in the manner prescribed by the Service Provider.

3.2. The Customer is not permitted to remove or alter any indication concerning the confidential nature or pertaining to copyright, trademark, trade name or any intellectual or industrial property right from the software, websites, databases, equipment or materials.

4. Confidentiality

4.1. Each Party and its Employees must keep confidential all Confidential Information received from the other Party in the performance of this Contract. Additionally, the Parties may only use the Confidential Information for the purposes of this Contract. The Service Provider may not disclose the Confidential Information to third parties without the consent of the other Party in writing. At a minimum, any information designated as confidential by one of the Parties will be considered as such.

4.2. The confidentiality obligation shall continue to exist for a period of three (3) years after disclosure, and will in any event end no later than three (3) years after the end of this Contract, regardless of the cause of the termination of the Services.

4.3. The following are not considered to be Confidential Information:

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(a) information obtained legally from a third party not bound by any confidentiality obligation or secrecy;

(b) information that a Party already knew before it was provided for the purposes of this Contract;

(c) information a Party developed independently without violating this Contract;

(d) information that came into the public domain without the doings or error of the Party receiving the information;

(e) information that must be made public pursuant to a judicial or administrative decision.

4.4. The Service Provider may also include the Customer in its customer list, publish a brief description of the assignment and use the Customer's name and trademark for publicity purposes and PR activities.

5. The performance modalities

General

5.1. The Service Provider undertakes the obligation to perform the Services for the Customer.

5.2. Insofar as the Project Order does not refer to any other capacity of the Customer, the Customer is irrevocably deemed to be a professional user acting in the context of its professional activities. The Customer is deemed to possess the relevant know-how in relation to the Services, and to provide personnel with the relevant expertise.

5.3. The Customer declares that it has been fully informed by the Service Provider concerning the options for the Services (type, characteristics, operation, use potential and limitations, warranties, required environment, costs) as well as in regard to the issues of modification, installation or integration and expansion that may arise.

5.4. For the performance of this Contract the Service Provider will draw on the services of one or more Consultants. The Service Provider reserves the right to determine what Consultant shall be assigned to the performance of the Services, and to replace this Consultant as the Service Provider sees fit throughout the duration of the Contract.

5.5. For the performance of the Contract, the Service Provider may call upon the services of subcontractors without requiring the written consent of the Customer in advance.

Place of performance

5.6. Unless stated otherwise in the Project Order, the Services will be performed in the spaces of the Customer. The Customer shall grant the Consultant free access to the work environment as required. The work space and facilities of the Customer will be in compliance with all requirements of law. The Customer indemnifies the Service Provider against claims of third parties, including the Employees of the Service Provider, who suffered damages in connection with the performance of the Contract and resulting from the acts or omissions of the Customer or from unsafe situations in the Customer's organisation. The Customer shall notify the Consultant(s) of the house rules and safety procedures prior to the start of the Services.

5.7. Setup and alteration of the location where the Services will be carried out, at the Customer's expense, with the customer being liable for all damages and associated costs incurred by the Service Provider as a result of late, incorrect or faulty performance thereof.

5.8. The Service Provider is informed fully concerning the needs and expectations of the Customer exclusively in the form of the Project Order. The Contractual obligations of the Service Provider can be derived solely from the Project Order and the General Terms and Conditions. As a consequence, the Customer is itself responsible for the suitability of the Services to achieve the results intended by the Customer. Under no circumstances can the Service Provider be held liable in the event of incorrect Services and/or an incorrect choice of product or failings in product specialization in the Project Order.

Services

5.9. The Service Provider shall perform its task within the framework of the performance of this Contract to the best of its ability and will take into account the technical instructions and guidelines it receives from the Customer in accordance with Articles 5.11 through 5.16 of the General Terms and Conditions.

5.10. The Services shall be developed and/or delivered by the Service Provider in the state in

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which they are at the moment of delivery (as is), and therefore with all visible and invisible errors and defects.

Under no circumstances does the Service Provider warrant the suitability or marketability of the Services for the performance of specific tasks envisioned by the Customer unless said tasks are explicitly covered in the Project Order and/or the description of the functional specifications.

The performance is rendered by the Service Provider with all due care that can be reasonably expected in accordance with the state of the art.

Cooperation obligation

5.11. The Parties acknowledge and accept that the success of activities in the field of information and/or communication technology depends on timely cooperation. The Customer shall at all times promptly grant all reasonable cooperation desired by the Service Provider.

5.12. The Service Provider provides the Services within the limits of this Contract and the information provided by the Customer. The Customer warrants the accuracy, timeliness and completeness of the information it provides, stated dimensions, requirements, specifications of the Services and other data crucial to allow the Service Provider to fulfil the obligations under this Contract. The Customer indemnifies the Service Provider for all damages resulting from incorrect, late or incomplete provision of information.

The Customer shall provide the Service Provider with all information, technical or general documentation or other explanatory material necessary for the Services.

5.13. Under normal circumstances the Customer shall at all times bear the end responsibility for the Project of which the Services of the Service Provider are a part. The Service Provider is not responsible for incorrect, missing, late or conflicting instructions of the Customer.

5.14. If the unavailability of employees and/or facilities and/or material of the Customer reasonably deemed necessary for the performance of the Services result in extra costs, including but not limited to extra time spent by Employees of the Service Provider, these extra costs will be invoiced to the Customer.

5.15. The Customer will make arrangements for the required facilities for the design, testing and operational use of the information system to be developed. This refers to hardware, system software, and peripherals (including PCs and printers). The Project Team must have access through a number of PCs to the computing, printer and data facilities of the Customer.

5.16. If the Service Provider deems necessary, the system and related services (system administration) must also be available to the Project Team outside normal business hours.

Steering Group

5.17. During the Project, a Steering Group will meet monthly. This Steering Group is responsible for tracking the work activities, making adjustments in the Project and assisting the Project Team in strategic decision-making.

5.18. This Steering Group will consist of at least the following core members:

- a) a user representative;
- b) a delegated project leader for the Customer; and
- c) a project leader for the Service Provider.

The Steering Group may at any time invite other persons to attend the meetings.

5.19. Within the context of the Project Order, only this Steering Group has decision-making power to approve any changes and/or expansions of the Services as described in the Project Order. To facilitate progress of the Project, both Parties will delegate one person who will have the capacity to make any urgent decisions required in the name of the Customer and the Service Provider respectively without consulting with the Steering Group. These persons may also convene meetings of the Steering Group outside of the normal meeting calendar to discuss specific issues and force any decisions that may be required.

The Steering Group must evaluate and, as required, approve all proposed changes and/or expansions in accordance with the change procedure described below.

5.20. Decisions of the Steering Group signed by the authorised persons of both Parties are deemed to be binding addenda to the Contract.

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5.21. In every Steering Group meeting, the Service Provider must discuss the progress of the Project with the members and present any problem areas, issues and options.

Change procedure

5.22. All changes and/or expansions to the original specifications and changes in the underlying conditions of the Services as described in the Project Order fall under these clauses (a change in the underlying conditions is, for example, a clear change in the working conditions of the Project Team, that will have the result of a demonstrable loss in production).

5.23. If the Customer desires a change or addition to the specifications as agreed in the Project Order, this change must be formalised by means of this change procedure. The same procedure must be followed whenever the criteria that the Services must meet as provided for in the Project Order are changed by the Customer.

5.24. The change procedure entails that first, the change in the specifications or the order are described, followed by an assessment of the impact of the change on the efforts and timeline of the Project.

After approval of the documents describing the changed specification, the Customer must also approve the new budget in the form of an Addendum to the Project Order.

5.25. The time required for these activities and Services will be invoiced to the Customer on the basis of hours spent, in accordance with the Service Provider's applicable rates. The Service Provider's project manager will determine in advance how many hours this will require and submit this determination to the Customer for approval. Allowing the Service Provider to commence these additional activities is qualified as sufficient evidence of the Customer's ordering this work and as the Customer's consent to invoice these activities and Services.

5.26. A change is carried out after the Customer issues an instruction for the change.

5.27. A change proposal will typically include elements such as the following:

- 1) a description of the change;
- 2) the submitter and date of the change request;

- 3) the reason for the change;
- 4) if possible, an estimate of the time required to determine the impact and consequences of the change;
- 5) if available, the approval of the estimate under point 4;
- 6) a complete description of the change, including specifications and use options;
- 7) if applicable, the cost impact (additional cost/reduced cost) of the change;
- 8) a timeline for the implementation and any applicable test procedure for the change;
- 9) a payment schedule (if applicable);
- 10) any consequences on other components of the Project;
- 11) space for Customer and Service Provider signatures.

5.28. Situations and underlying conditions that fall under the responsibility of the Customer and which necessitate extra efforts will be invoiced to the Customer.

Delivery and acceptance

5.29. The risks associated with the Services provided transfer to the Customer at the moment of delivery.

5.30. Excepting where explicitly stated otherwise, delivery periods stated in the Project Order (by individual component, if applicable) are purely indicative and not binding on the Service Provider. Excepting where the Parties explicitly stipulate otherwise in the Project Order in writing, the Service Provider undertakes only a best effort obligation to complete and hand over every component as quickly as possible after finishing. Partial deliveries are permitted. Delivery periods are therefore non-binding guidelines for the Customer's administration purposes, for the scheduling of the deployment of its own personnel, and for the scheduling of the Employees required by the Service Provider.

5.31. If the Services are a part of a broader implementation of new IT systems, the indicative and non-binding timeline depends in part on the delivery of these other systems in good order. Any delays resulting directly or indirectly from the non-delivery or late delivery of the other systems will be deemed to be a change to the Project Order as described in Articles 5.22 to 5.28.

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5.32. In the event that the Project Order explicitly provides for an acceptance test, the Customer itself is responsible for organising and performing this test, and doing so in consultation with the Service Provider and in accordance with the clauses and timeline of the Project Order.

If this acceptance test, which in all cases must be performed in the presence of the Consultant, is passed in whole or in part, the passing component of the deliverable is deemed to have been accepted by the Customer. In the event that the acceptance test is not performed in a timely manner, the deliverable is deemed to have been accepted by the Customer.

5.33. If no acceptance test is stipulated, the Customer is obliged to evaluate the deliverables received immediately, and no later than within a term of five (5) business days after delivery. If the Service Provider has not received notice in writing within this term, the deliverables and/or partial deliveries received by the Customer are deemed to have been unconditionally and irrevocably accepted. The simple fact of the Customer's actual use of the results of the Services constitutes the Customer's full and unconditional acceptance.

5.34. The acceptance procedure is an evaluation of whether the deliverables received are in compliance with the specific conditions stipulated in the Project Order. Additional acceptance criteria may be added insofar as approved in writing in advance by both Parties.

5.35. Acceptance may be in three forms:

- (a) unconditional acceptance;
- (b) conditional acceptance;
- (c) unconditional non-acceptance.

Conditional acceptance must be accompanied by a list with the Customer's considerations regarding the acceptance of the Services submitted. After modification and resolution of these issues or after the Service Provider's refutation of the considerations, the deliverables will be presented again for reevaluation and will be deemed to have been accepted failing written notice to the contrary within five (5) business days.

Unconditional non-acceptance must be accompanied by a clear description of the justified reasons for non-acceptance. After modification by the Service Provider in observance of these reasons,

the Service Provider is once again entitled to obtain acceptance from the Customer.

5.36. The parties acknowledge that it is essential for knowledge of failures in the Services to be exchanged in a timely manner so as to allow the appropriate adjustments to be made at the earliest possible stage. Late evaluation and acceptance will automatically result in extra costs, which may be treated as a change request, this without prejudice to the Service Provider's right to hold the Customer liable for all direct and indirect damages resulting therefrom.

5.37. Any disputes in connection with the acceptance will be submitted to the Steering Group.

Warranty

If and insofar as the Parties explicitly agree in the Project Order that a warranty shall be offered, the following clauses apply:

5.38. The Service Provider warrants that the Services shall be rendered in accordance with the applicable standards in the industry as applicable at that time, and shall substantially meet the requirements described in the Project Order, and this during a period of half of the expected development time, with a maximum of three (3) months commencing from the delivery, this conditional on any failings being notified within this time period in accordance with Article 5.43.

5.39. In the event that the Services rendered are not in conformity with the warranty of Article 5.37, the Service Provider's only obligation consists of making every reasonable effort to rectify the failing or replacing the component in question, this at the discretion of the Service Provider.

5.40. This warranty covers only the software developed by or on commission of the Service Provider as described in the Project Order. Software and/or software licenses and/or hardware not developed by the Service Provider are only covered by the warranty of the manufacturer, importer or primary distributor.

5.41. All changes made by the Project Team during this warranty period are included in this warranty.

5.42. Not covered under any circumstances are interventions due to any cause external to the Services rendered, including but not limited to:

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- incorrect or abnormal use or operation; negligence of the Customer or its agents; fire; power outages; accidents; use in a dusty atmosphere; static electricity; inappropriate environment; the Customer's failure to meet specifications of the environment in which the deliverable is to be used;
- any repair or maintenance, adjustment or alteration performed by personnel and/or subcontractors not working for the Service Provider and without the permission of the Service Provider, in which case the Customer bears all risks of any damages resulting therefrom;
- force majeure;
- data file recovery;
- non-modified infrastructure (hardware, software, etc.) of the Customer and/or irregular functioning thereof, and more generally, damages caused by material and/or software not supplied by the Service Provider;
- ...

5.43. The Customer shall report any alleged failings within the guarantee period as quickly as possible, in writing and in detail, and upon pain of loss of guarantee claims, within seven (7) calendar days after ascertaining said failings. Where guarantee claims apply, the Service Provider is entitled to test or inspect the Services rendered. The Customer shall at all times grant all cooperation required to enable the Service Provider to meet its obligations.

6. The fee and payment modalities

6.1. Unless explicitly indicated otherwise in the Project Order, the Services are rendered for payment of the fixed price. This amount is exclusive of VAT, any other charges imposed or to be levied by the government, and any incidental expenses such as travel and accommodation costs abroad, communication and equipment, and all other reasonable costs. Any such costs not included in the price are to be borne by the Customer. Unless stated otherwise in the Project Order, the price includes transport within Belgium to the offices of the Customer.

6.2. The Service Provider may adjust the prices annually on 1 January based on the following formula:

New price = Base price * (0.2 + 0.8 * (New index/Initial index))

For which the following definitions apply:

- Base price: price at the start of the Contract;
- Initial index: the index published by Agoria "national average reference wage cost" for the month preceding the signing of the Contract;
- New index: the index published by Agoria "national average reference wage cost" for the month preceding the date of indexation.

6.3. In the event of a sudden fundamental change in circumstances with an effect on the agreed price that was both unforeseeable at the time of the determination of the price and that constitutes a disruption of the contractual equilibrium, then upon demand by either Party the Parties will meet to agree on a reasonable adjustment of the Contract. If the Parties are unable to reach a consensus after thirty (30) calendar days from the moment of the request to adjust the Contract, either Party has the option to cancel the Contract by virtue of notice by registered letter with a notice period of thirty (30) calendar days, without giving rise to any obligation for compensation on the part of the cancelling Party.

6.4. The Customer is obliged to pay 10% of the fixed price prior to the start of performance by way of advance. The Service Provider is only obliged to perform the Contract upon payment of this advance.

6.5. Excepting where agreed otherwise in the Project Order, the Service Provider shall invoice the Customer on a monthly basis. All invoices are payable thirty (30) calendar days after the date of invoice, unless specified otherwise in the Project Order. The absence of a protest of an invoice in writing within eight (8) business days from the date of sending of the invoice constitutes irrevocable acceptance of the invoice and the Services set out within it.

6.6. After expiry of the payment period, the Customer is automatically in default without any prior notice being required. Upon the expiry of the payment period, the Customer incurs conventional interest charges equalling the interest rate as defined in Article 5 of the Belgian Act on payment arrears (Act 2 August 2002, *Belgian Official Journal* 7 August 2002), increased by 3%. This interest is calculated as from the deadline for payment of the invoice up until the date of full payment.

6.7. In the event of late payment of an invoice:

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- (i) the Service Provider is entitled to increase the amount of invoice by 15% as compensation;
- (ii) all costs, the extrajudicial collection of the invoice, and the costs of legal proceedings and enforcement are to be borne by the Customer;
- (iii) all claims against the Customer not yet due are immediately incurred, exigible and payable; and
- (iv) The Service Provider is entitled to suspend all its Services in regard to the Customer without prior notification.

6.8. The Customer is not entitled to settlement or suspension of a payment.

6.9. If in the opinion of the Service Provider the Customer's creditworthiness so dictates, the Service Provider may, even after the signing of the Contract, require the Customer to furnish security requested by the Service Provider for the payment of the Services yet to be provided, and the Service Provider may suspend performance as long as the security is not furnished.

7. Relationship between the parties

7.1. The Service Provider will enjoy complete freedom and independence in the performance of the Contract. There is no hierarchical relationship between either the Service Provider and the Customer or the Customer and Consultant(s) used by the Service Provider. Under no circumstances does the Service Provider transfer any employer's authority to the Customer excepting insofar as permitted by the applicable legislation as set out below.

7.2. The Parties acknowledge and accept that they are familiar with the Act of 24 July 1987 governing temporary labour, the secondment and posting of employees for users, the changes implemented by the Programming Act of 27 December 2012 and the changes that may be made from time to time and published in the Belgian Official Journal (Belgisch Staatsblad). The Parties undertake the obligation to comply with the provisions of these acts of legislation.

7.3. The Customer shall indemnify the Service Provider against all claims, damages and liabilities resulting from noncompliance with this article 7 of these General stipulations.

8. Liability

8.1. The liability that the Service Provider may incur is derived from a best effort obligation that in cases of claim must be appropriately demonstrated by the Customer.

8.2. Insofar as maximally permitted by applicable law, the total liability of the Service Provider based on attributable failure in the fulfilment of the Contract is limited to the reimbursement of direct damages up to a maximum of the compensation owed by the Customer for the specific Services that gave rise to the damages (excluding VAT). If the services extend over multiple years, then for the compensation of direct damages the Service Provider may be held to a maximum of the value of the amounts invoiced for the performance of this Contract for the specific Services (excluding VAT) over a period of twelve (12) months prior to the date that the damages-causing event occurred. Under no circumstances shall the total liability for all direct damages during the entire duration of the Contract exceed the fee paid by the Customer for the specific Services (excluding VAT). For damages incidents partly attributable to the Customer and/or a third party, the Service Provider may be held liable towards the Customer up to a maximum amount, within the limits defined above, of the share caused by the Service Provider's demonstrated error, to the exclusion of any joint and several liability with the other debtors. This provision applies regardless of whether the claim is brought on a contractual or extra-contractual basis.

8.3. The Customer must inform the Service Provider in writing of any event that may call upon the latter's liability or of any disadvantage the Customer suffers within the shortest possible time and at the latest within fifteen (15) calendar days from the occurrence of this event or disadvantage, or at least to be counted from the moment the Customer becomes aware of or reasonably could have been aware of this event or disadvantage. This is in order to enable the Service Provider to determine the origin and cause(s) of the damage within a reasonable period. In the event of failure to comply with the written notification, the Service Provider reserves the right to refuse any compensation and it cannot be held liable.

8.4. Under no circumstances shall the Service Provider be liable for (i) indirect, incidental or consequential loss, including but not limited to financial or commercial losses, loss of profit, increase of general expenses, missed savings

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opportunities, diminished goodwill, damages resulting from business stoppage, damages resulting from claims of customers of the Customer, disruptions in scheduling, loss of expected profit, loss of capital, loss of customers, missed opportunities, loss of information, loss of advantages, or compromising and loss of files resulting from the performance of the present Contract, (ii) damages resulting from error or negligence of the Customer, (iii) compensation of any direct and indirect damages caused by the use of the result of the Services, (iv) compensation of any direct and indirect damages caused in whole or in part by software or hardware supplied or created by third parties, or any other element introduced into the Customer's business after the signing of the Contract, and (v) all claims of third parties brought against the Customer.

8.5. The limitation of liability as set out in these General Terms & Conditions shall not apply with respect to damages caused by an intentional and/or fraudulent error by the Service Provider.

8.6. In the event that the delivered developments are used for further development or commercialisation, the Customer will hold the Service Provider harmless against any third party damages claims, even if it were established that such originated from the services and developments supplied by the Service Provider.

8.7. The Service Provider is not liable for any claims of intellectual property rights infringement based upon:

(a) use of a modified or old version of any or all of the developments, if the infringement could have been prevented by using the unmodified or last version which the Service Provider has made available; or

(b) information, design, specifications, instructions, software, data or other materials that were not developed by the Service Provider.

8.8. These limitations of liability remain applicable in the event that the Service Provider is informed by the Customer of the existence of a realistic risk of damages. The Parties acknowledge that this constitutes a reasonable spread of the risk.

8.9. The provisions of this article, alongside all other limitations and exclusions of liability specified in these General Terms & Conditions, are stipulated in part for the benefit of the Employees of the Service Provider and its Affiliated Companies.

8.10. Only the Customer is responsible for setting up procedures that allow them to reconstruct lost or modified files, data or programs at any time, regardless of the cause of the loss or modification. On a daily basis, the Customer must be able to dispose of the necessary back-up copies of its computer programs, files and data. In the event of loss of data, the Service Provider can only be held liable for the data lost between the time of the last daily back-up and the time of establishment of the proven defect in the software delivered.

8.11. In reference to viruses, the Service Provider's responsibility is limited to installing anti-virus programmes where explicitly ordered in the Project Order. The Service Provider can never be held liable for viruses in the Customer's system and the consequences thereof.

8.12. The Customer at all times bears the responsibility for its existing infrastructure (including, but not limited to: hardware, software, websites, databases, monitoring and security procedures, adequate system management, etc.) and the proper functionality and safety of all its working materials.

9. Protection of personal privacy

9.1. Each Party must at all times adhere to its respective obligations under applicable law in regards to the processing of personal data in connection with personal data that is to be processed pursuant to this Contract. The Customer undertakes to refrain from granting the Service Provider and the Consultant access to personal data within the framework of this Contract, except when the performance of the Contract would be impossible without such access. The Customer undertakes in such a case only to grant access to the personal data that are strictly necessary for the execution of the Contract. The Customer remains solely responsible for the determination of the objectives for which the Service Provider processes personal data pursuant to the Contract. For the sake of clarity, the Parties acknowledge that the Customer acts as the party responsible for the data processing, and the Service Provider acts as the processor of the personal data that must be stored, used or otherwise processed for the offices of this Contract, as these terms are defined in the legislation governing the processing of personal data. All costs related to and/or resulting from the application and/or implementation of the legislation with respect to the processing of

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personal data will be exclusively borne by the Customer.

9.2. The Customer declares that it has obtained all approvals necessary for the use and processing of the personal data transferred to the Service Provider for the purposes of the Contract, and the Customer further warrants that the content, use and/or processing of the Personal Data is not wrongful and does not violate the rights of third parties.

10. Force Majeure

10.1. Neither party is obliged to fulfil any obligation if prevented from doing so by Force Majeure.

10.2. If a situation of Force Majeure lasts longer than sixty (60) calendar days, either Party is entitled to rescind the Contract in writing. In that event, all performances already rendered under the Contract will be settled in proportion to the state of completion, or work hours still to be performed will be charged at the Service Provider's applicable average hourly rates, without the Parties owing anything to each other beyond this proportionate compensation.

11. Non-solicitation

11.1. The Customer agrees that it will not actively approach the Employees of the Service Provider directly or indirectly with the intention of engaging these Employees, and that this obligation commences as from the start of performance of the Services and continues until twelve (12) months after the end date of the Services and/or termination of the Contract, whichever is later, excepting where agreed otherwise by the parties in writing.

11.2. If the Customer Contracts an Employee of the Service Provider or recruits or use the services of any such Employees, whether under an employment relationship, on an independent basis and/or through a company, the Customer shall pay to the Service Provider an amount equivalent to 6 months' salary or the compensation owed to that Employee. This sum shall be payable on the date on which the Employee is first engaged or on which the Employee's services are first used.

11.3. The Customer undertakes the obligation to impose the obligations under articles 11.1 and 11.2 of these General Terms & Conditions on the third parties with which it partners and/or contracts. The

Customer commits to ensuring that these third parties will not approach any of the Employees of the Service Provider with the purpose of engaging or recruiting these persons.

12. General stipulations

12.1. The present Contract is governed by Belgian law. Application of the Vienna Sales Convention of 11 April 1980 (CISG) is excluded.

12.2. In the event of disputes concerning the implementation and/or interpretation of the present Contract which cannot be resolved amicably, only the Courts of Antwerp (division Antwerp) will be considered competent. Any claim of the Customer relating to the Services provided expires six (6) months after the date on which the Customer becomes aware or reasonably could have become aware of the damages-causing events giving rise to the claim.

12.3. Neither this Contract nor the rights or obligations arising from it may be transferred in whole or in part without the express written consent of both Parties. Without prejudice to the foregoing, the Service Provider is at all times authorised to transfer this Contract or the rights or obligations derived from it, in whole or in part, to an Affiliated Company without requiring the explicit and written consent of the Customer.

12.4. The Customer warrants that it will comply with all applicable import and export regulations. Further, the Customer indemnifies the Service Provider against all liability on the basis of violation of applicable import or export regulations in the event the Customer conducts its own import/export. In situations of import or export by the Customer, the Customer is considered to be the exporter and or importer, to the explicit exclusion of the Service Provider.

12.5. The nullity of any provision or part of a provision under this Contract will in no way affect the validity of the remaining portion of the provision or the rest of the provisions and clauses. By mutual agreement, the Parties will make every effort to replace the invalid clause with a valid one with the same, or largely the same, economic impact as the invalid clause had.

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12.6. A Party cannot be considered to have waived a right or claim under this Contract or relating to a default of the other Party excepting where this waiver is made explicitly and in writing.

If under application of the preceding paragraph a Party waives rights or claims under this Contract that are derived from continuing breach of Contract or other default of the other Party, this waiver can never be interpreted as waiver of any other right under this Contract or concerning a continuing breach or other default of the other Party, even if the two situations exhibit significant similarities.

12.7. Barring any stipulation to the contrary, all legal remedies provided in the Contract are cumulative and above and beyond (and not in replacement of) any other legal remedies available to the Parties.

12.8. In the event of General stipulations and the Project Order, the Project Order prevails.

12.9. These General Terms and Conditions, together with the Project Order are a full and complete reflection of the rights and obligations of the Parties and take the place of all previous agreements and proposals, whether oral or in writing. Departures from and additions to this Contract are only valid if agreed between the Parties in writing. The applicability of the Customer's purchase conditions or any other general conditions are explicitly rejected, even if these conditions state otherwise.

12.10. All notifications, requests and other communication under this Contract (excluding everyday operational communications) shall be in writing by registered letter with proof of receipt or

in another conventional method of communication agreed between the parties.

12.11. All provisions of the Contract explicitly identified as extending beyond the termination (including rescission) or expiry of the Contract, as well as all provisions of the Contract the performance of or compliance with which is intended after the termination or expiry of the Contract, shall continue and remain fully in force beyond the termination or expiry of the Contract. Specifically, but not exhaustively, all provisions relating to liability, confidentiality and non-solicitation continue after the termination of the Contract under any and all circumstances.

12.12. Regardless of the nature and value of the juristic act to be demonstrated, the Service Provider may at all times demonstrate said act based on the following additional evidence: copies or reproductions in any form whatsoever (carbon copy, photocopy, microfilm, scan, etc.), via information carrier, fax, telex and email. This evidentiary material has the same basic force as a private instrument drafted in accordance with the provisions of the Belgian Civil Code. In the event a signed copy of the Contract is disclosed by email in a .pdf or .jpeg file or another form of exact copy, the signature included within it shall create a valid and binding obligation on the part of the signer (or the person in the name of whom and on whose account the document is signed) with the same value, force and effect as an original signature.

12.13. The titles and headings in this Contract are solely indicative and do not in any way affect the content or scope of the provisions or the rights and obligations derived therefrom.