

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

1. ENFORCEABILITY

1.1. These general terms and conditions (hereinafter the "Conditions") apply to the services (hereinafter the "Services") offered by SPRL OZ Consulting, whose registered office is located at Chaussée Moncheur 122, 5300 Andenne, Belgium, registered with the BCE under No. 0806.572.519, (hereinafter "OZC").

1.2. Each Service is also subject to specific contractual conditions determined in the order form signed by the client (hereinafter, the "Order Form") and may also be subject to a specification document if applicable. By signing the Order Form, the client fully and unreservedly accepts these Conditions. In the event of a conflict, the specific contractual conditions prevail over these Conditions and over the specification document if applicable.

1.3. All the rights and obligations established between the client and OZC (hereinafter collectively the "Parties") relating to the Service(s) ordered by the client are collectively referred to hereinafter as the "Contract."

1.4. OZC's general and specific contractual conditions are deemed to be fully known and accepted, either by the client's signature on a document that refers to them or by the absence of written objection from the client within 8 days of receipt of the first document bringing them to their attention. Furthermore, the client waives the right to invoke any other clauses and conditions that may appear on any other document, particularly those emanating from them. Finally, the Conditions cannot be contested in the event of ongoing business relations between the Parties.

2. OBJECT

OZC offers management consulting and information systems consulting, professional community management services, as well as IT services, particularly software integration and development, maintenance, as more precisely defined in the Order Form.

3. OFFERS AND QUOTES

3.1. OZC's offers and quotes are provided purely for informational purposes based on the information supplied by the client. Any modification of this information will result in a price revision. Their validity period is 30 days, unless expressly stated otherwise.

3.2. The prices mentioned in the offers, quotes, and/or Order Form are those in effect on the day of the offer, excluding VAT and all other taxes. Any increase in the VAT rate, or any new tax imposed between the time of the order and the delivery will be borne by the client.

4. DEADLINES

4.1. Unless expressly stated otherwise in the Order Form, the stipulations relating to deadlines are considered to be indicative.

4.2. The agreed deadlines are extended by any delay on the part of the client in providing the necessary elements for the performance of the Services or in paying the invoices issued to them by OZC. A delay in the provision of the Services, and if applicable, in the delivery of the tools, documents, or information requested by the client, can in no case automatically result in the cancellation of an order and/or the termination of these terms, nor in the payment of any compensation of any kind. If staggered services have been agreed upon, each of them must be considered as constituting a separate contract, so that events affecting one service have no effect on a subsequent service.

5. COMPLAINTS AND LIABILITY

5.1. To be valid, any complaint from the client must be communicated by registered letter within 8 calendar days following the provision of the Services, and if applicable, the delivery of related goods. The absence of any dispute following the aforementioned rules results in the client's unconditional and unreserved acceptance of the delivered product, the provided Service, and the invoice.

5.2. OZC's liability is limited to reimbursing the price of the non-compliant portion of the service. OZC is not liable for any damages resulting from potential issues, damages, and losses incurred by the client after the acceptance of the equipment or service provided, including those resulting from any modifications made to the equipment by the client and anyone under their responsibility or by third parties. Under no circumstances can OZC be held liable for indirect damages, including but not limited to data loss, hardware and software loss, time loss, financial or commercial harm, profit loss, increased overhead costs, etc.

6. PAYMENT TERMS

6.1. Fees and charges will be invoiced on a monthly basis and are payable within 30 days of receipt, unless specific terms are expressly stipulated in the Order Form and/or the invoice. Any delay in the payment of invoices will automatically result in interest at the legal rate plus 10% per annum from the due date without the need for formal notice. This delay in payment also results in an increase of 15% of the invoice amount with a minimum of €50.00 as a fixed indemnity, independently of late payment interest, legal fees, and execution costs.

6.2. In the event of the client's failure to fulfil their obligations, including those referred to in Article 10 or in the event of non-payment of invoices, OZC may suspend the execution of its obligations without such suspension constituting termination.

7. WARRANTIES

7.1. The client guarantees OZC against all third-party claims relating to works, documents, information, or elements transmitted for the execution of the Contract. The client confirms that the material made available to OZC does not in any way infringe on third-party rights.

7.2. The client is solely responsible for the content of the products and software whose realization they request from OZC. Unless otherwise stipulated in the Order Form, the client undertakes to obtain the necessary authorizations and licenses for this purpose and to pay all related rights, including intellectual property rights. The client guarantees OZC against all third-party claims and complaints in this regard.

8. TERMINATION OF THE CONTRACT

8.1. Without prejudice to Article 5 and the specific provisions of the Order Form, the Contract may be terminated by registered letter with acknowledgment of receipt, without compensation and without prior judicial intervention, in the following cases and under the following conditions:

- Immediately, in the event of serious misconduct, fraud, or violence by either Party;
- In the event of a substantial or repeated breach of the Contract by either Party (hereinafter the "Defaulting Party") that makes any further collaboration impossible, or, in the case of a breach that can be corrected, if it is not corrected or if it is not ended within 15 days of receipt of a registered letter specifying the breach and inviting the Defaulting Party to correct or end the breach. Examples of substantial breaches include failure to pay invoices under the conditions set out in Article 6, serious breach of an obligation under Article 10, or any breach of obligations under Articles 9 and 11 of these Conditions;
- Insolvency (default in payment, credit impairment, bankruptcy, etc.) of either Party.

8.2. In the event of a notice period, the client undertakes to continue to collaborate in good faith until the expiration of the contract, and - to the extent necessary - after its expiration, to fully and promptly pay all outstanding invoices and to fully comply with all obligations of the Contract. At the end of the Contract, each Party shall return to the other all materials and information belonging to the other Party.

8.3. For Order Forms of the subscription type or annual memberships to a community, it is expressly agreed that annual subscriptions are due in full and are not divisible on a pro-rata basis. Consequently, even in the event of early termination of the Contract for any reason, the full amounts due for the annual subscription remain payable and must be settled by the client.

9. INTELLECTUAL PROPERTY RIGHTS

All elements related to the materials and services provided, such as the original media of the ordered products (including, but not limited to, any document, booklet, or applied methodology), as well as any computer code, remain the exclusive property of OZC. Unless otherwise stipulated in advance and in writing, OZC is the sole owner of all intellectual property rights on these elements and of all intellectual rights arising from the execution of the Services. Where applicable, a usage license or a transfer of rights must be the subject of a separate agreement providing for additional remuneration in favour of OZC.

Members retain ownership of the material they provide during their contributions to events organized by OZC. However, unless otherwise notified by them, they grant OZC the right to reproduce this material in order to share it with other members.

10. TERMS OF EXECUTION

10.1. The client undertakes to provide OZC with all useful and/or necessary materials and documentation for the completion of the Services, and all necessary means so that it can properly fulfil its obligations under the Contract, notably by sending clear instructions regarding objectives and any priorities and by transmitting in a timely manner the information necessary for the proper provision of the Services.

10.2. All goods, including, where applicable, documents and materials made available to the client by OZC, are and remain its full and entire property and must be returned at its first request, without the client being able to claim any compensation in this regard.

11. CONFIDENTIALITY AND DATA PROTECTION

OZC treats the information transmitted for the execution of the missions entrusted to it as confidential. OZC will not disclose to third parties, disseminate, or use for purposes other than the execution of the Contract any confidential information related to the client's activities, business strategy, business plans, clients, or associated companies, of which it became aware during the execution of the Contract, without the prior written authorization of the client, neither during the execution of the Contract nor after its expiration.

In accordance with the General Data Protection Regulation (GDPR), each Party undertakes to comply with the following obligations:

- **Data Collection and Processing:** Personal data collected in the context of the execution of the Contract will be processed legally, fairly, and transparently. They will be collected for specified, explicit, and legitimate purposes and will not be further processed in a manner incompatible with those purposes.
- **Data Minimization:** Personal data will be adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed.
- **Data Accuracy:** The Parties will ensure that personal data are accurate and, where necessary, kept up to date. Reasonable measures will be taken to ensure that inaccurate data, with regard to the purposes for which they are processed, are erased or rectified without delay.
- **Data Retention** Personal data will be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data are processed.
- **Data Security:** The Parties will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage.
- **Rights of Data Subjects:** The Parties undertake to respect the rights of data subjects, including the rights of access, rectification, erasure, restriction of processing, data

portability, and objection, in accordance with Articles 15 to 22 of the GDPR.

- **Data Breach Notification:** In the event of a personal data breach, the Party responsible for the breach will notify the other Party and, if necessary, the competent supervisory authority as soon as possible and at the latest within 72 hours after becoming aware of it, in accordance with Article 33 of the GDPR.
- **Subcontracting:** If either Party acts as a processor, it undertakes to process personal data only on documented instructions from the other Party (the controller) and to comply with the subcontracting obligations in accordance with Article 28 of the GDPR.

By complying with these obligations, the Parties ensure that the processing of personal data carried out under this Contract is in accordance with the requirements of the GDPR.

12. MISCELLANEOUS PROVISIONS

12.1. If any provision of these Conditions is null or contrary to a mandatory or public order provision, such conflict or nullity will not affect the validity of the other provisions of these Conditions, nor the Contract as a whole. OZC undertakes to make every effort to replace the null or contrary provision with a valid provision that conforms to a mandatory or public order provision, which, considering economic, legal, and commercial limits, achieves the same objectives as the one declared null or contrary to a mandatory or public order provision.

12.2. The non-exercise of a right derived from these Conditions or the tolerance of non-performance or breach of any of its provisions shall in no way be considered as a definitive waiver of exercising said right or the resulting recourse.

13. APPLICABLE LAW AND JURISDICTION

These Conditions are governed, interpreted, and applied in accordance with Belgian law. The courts and tribunals of the Brussels district shall have exclusive jurisdiction for any dispute concerning these Conditions. Any potential dispute relating to the Conditions will first and foremost be settled amicably to the greatest extent possible.

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