

General Terms and Conditions of IFORI BV

By purchasing Services (as defined below), the Client (as defined below) fully acknowledges and agrees to these General Terms and Conditions, as well as all Specific Terms and Conditions that apply to the relevant Services.

1. Definitions

In these General Terms and Conditions, as well as in the Specific Terms and Conditions that apply, the following definitions will apply to terms written with a capital letter, unless explicitly stated otherwise in the Specific Terms and Conditions:

- 1.1 **'Specific Terms and Conditions'**: the specific terms and conditions of IFORI that, where appropriate, apply to the provision of certain types of Services by IFORI, including without limitation the Specific Terms and Conditions - Intellectual Rights and the Specific Terms and Conditions - GDPR.
- 1.2 **'Client'**: any natural person or legal entity and their legal successors and/or associated entities, which engages IFORI to provide Services;
- 1.3 **'Confidential Information'**: any information that is either marked as confidential or by its nature should reasonably be considered as confidential, including without limitation, advice provided by IFORI, trade secrets, know-how, and other business information such as plans, unpublished patent applications, concepts, procedures, services, strategies, and personal data of a Client, its employees, agents, appointees, directors, affiliated companies, (sub)contractors, contracting parties or third parties to whom a Party is bound by confidentiality;
- 1.4 **'Services'**: all legal, IT technical, management, project management, training and/or strategic management services entrusted by the Client to IFORI and accepted by IFORI, and which may or may not be the subject of a specific agreement concluded between the Client and IFORI;
- 1.5 **'Office Hours'**: Office Hours during the weekdays start at 9:00 am and end at 5:00 pm, except on statutory holidays in Belgium and any collective closing days of IFORI;
- 1.6 **'Urgent Circumstances'**: cases where (i) assignments are given less than two (2) business days before a deadline; (ii) Services are performed after the Client has exceeded the deadline for providing feedback; (iii) Services are performed after the Client has exceeded the payment term of a payable amount or advance payment.
- 1.7 **'IFORI'**: IFORI BV with registered office at Victor Braeckmanlaan 107, 9040 Ghent, Belgium, registered with the Crossroads Bank for Enterprises under number (RPR) 0472.073.759;
- 1.8 **'Out of Office'**: an automatic reply to any type of communication from the Client via any medium, including without limitation, email or voicemail, which notifies that the contacted IFORI employee cannot be reached.
- 1.9 **'Force Majeure'**: any unforeseeable event beyond the control of the affected Party that cannot be attributed to one of the Parties and that completely impedes the performance of their obligations. Unforeseeable events include in a non-exhaustive manner: pandemics, epidemics, measures imposed by governments, illness or incapacity to work of employees or personnel, strikes or any other interruption of services at third parties that IFORI relies on, such as the BOIP (Benelux Office for the Intellectual Property), computer, electricity, telephone and fax failures, failures in power supply and other similar events.
- 1.10 **'Party'**: IFORI or the Client, they are referred to jointly as **'Parties'**;
- 1.11 The terms **'Personal Data'**, **'Controller'**, **'Processor'**, **'to Process / Processed / Processing'**, **'Personal Data Breach'** and **'Data Subject'** have the same meaning as in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter the **'GDPR'**). The term **'Data Protection Impact Assessment'** or its abbreviation **'DPIA'** has the same meaning as that in Article 35 of the GDPR.

2. Scope and enforceability

- 2.1 These General Terms and Conditions apply to all Services that IFORI provides to its Clients. Without prejudice to provisions to the contrary from any specific agreements entered into in writing between IFORI and the Client. And without prejudice to the Specific Terms and Conditions, which

may or may not be attached to these General Terms and Conditions. Placing orders, awarding assignments or otherwise purchasing IFORI's Services implies acknowledgment and acceptance of these General Terms and Conditions and the Specific Terms and Conditions applicable to the Services.

- 2.2 The application of any general and specific terms and conditions of the Client to its relationship with IFORI is expressly excluded, regardless of when IFORI was notified thereof and without the requirement of any objection by IFORI. Under no circumstances will any general and specific terms and conditions of the Client be deemed to have been implicitly or tacitly accepted by IFORI.
- 2.3 These General Terms and Conditions, together with any agreement concluded between the Client and IFORI, form the entirety of all arrangements and agreements between the Parties regarding the subject matter. They replace all other arrangements and agreements that may exist between the Parties with regard to the Services.
- 2.4 Only (i) a written and explicit acceptance by IFORI of any deviations from these General Terms and Conditions, or (ii) an acceptance of different terms and conditions where IFORI has stated in writing and explicitly that these different terms and conditions will apply in place of these General Terms and Conditions, or (iii) any deviation by way of a specific agreement to the contrary between the Parties, can be invoked against IFORI. These General Terms and Conditions will nonetheless continue to apply in addition to the deviations or conditions to the contrary accepted by IFORI insofar as they are not incompatible with each other.
- 2.5 In the event of any conflict, the provisions of the Specific Terms and Conditions will prevail over the provisions of these General Terms and Conditions with regard to the Services to which the Specific Terms and Conditions apply. In the event of any conflict between these General Terms and Conditions or applicable Specific Terms and Conditions and a specific agreement between the Parties, the specific agreement between the Parties will prevail over the Specific Terms and Conditions and the General Terms and Conditions with respect to the Services to which the specific agreement relates.
- 2.6 IFORI reserves the right to amend these General Terms and Conditions at any time. The amended General Terms and Conditions will come into effect thirty (30) calendar days after notification thereof to the Client or publication thereof on IFORI's website. In the event of a written objection against the amended General Terms and Conditions within fifteen (15) calendar days after the notification, the General Terms and Conditions will remain in force for the provision of the Services that the Client has accepted in relation to those Services.

3. Conclusion of an agreement

- 3.1 All quotations and cost estimates from IFORI, including the price statements, budgets, estimates, offers or similar communications are without obligation and only bind IFORI if an order is placed by the Client and accepted by IFORI. Quotations, cost estimates and similar notifications are valid for ten (10) calendar days, unless a different period of validity is explicitly indicated on the quotation, cost estimate or similar notifications. IFORI reserves the right to refuse an order without having to give any justification for this. IFORI also reserves the right to accept orders placed by the Client after the validity period of the offer, cost estimate or similar notification has expired.
- 3.2 The order for the provision of Services is considered final after the signing of an order confirmation or a written agreement by an authorized representative of IFORI. The order is also considered to be final when IFORI has commenced with the performance of the assignment.
- 3.3 The Client is liable for the correctness and completeness of the data it supplies. The quotation or cost estimate is drawn up in accordance with the data provided by the Client. In case of incomplete or incorrect data, IFORI reserves the right to unilaterally adjust the prices indicated, without the Client being able to terminate the agreement. The adjustment will be charged without prior notification of the Client being required.
- 3.4 Changes to the assignment, of whatever nature, by the Client, after the agreement has been concluded, must be notified by the Client to IFORI in good time and in writing and must be accompanied by a clear description of the Services to be provided. These changes will only be considered final after written confirmation by an authorized representative of IFORI.
- 3.5 Additional work, not stated in the quotation, cost estimate or similar notification, nor in the agreement, will be charged separately on the basis of the working hours performed and any

additional costs at the standard hourly rate applied by IFORI at that time applicable to the Services concerned, unless explicitly agreed otherwise between the Parties.

- 3.6 IFORI reserves the right to perform additional Services that were not mentioned in the agreement originally concluded between the parties and to charge these to the Client, insofar as (i) these Services are necessary for the proper performance of the assignment, and (ii) these additional Services are reasonably in the interest of the Client. The Client will be notified of these additional Services without delay.
- 3.7 The prior approval of the Client is required for the provision of new Services, except if circumstances arise that make this impossible or unreasonable, such as without limitation, in the event of urgent circumstances or the absence of a response from the Client within reasonable time and IFORI reasonably considers the provision of the new Services to be necessary to safeguard the rights of the Client. Hereby IFORI acts as the Client's attorney-in-fact ("*lasthebber/mandataire*"), in the name of and for the account of the Client. IFORI cannot be held liable in any way for exercising this authority in good faith. The standard hourly rate used by IFORI, applicable to the relevant Services, applies.

4. The Protection of personal data

- 4.1 The Processing of Personal Data by IFORI as Controller takes place in accordance with the provisions set out in the Privacy Statement (<https://www.ifori.be/privacy>). IFORI may process the identification and contact details of the Client and/or its employees for the purpose of customer administration, bookkeeping and the management of any disputes.
- 4.2 For more information about the Processing of Personal Data and the way in which Data Subjects can exercise their rights, the Client should consult the Privacy Statement. The Client will inform its employees about this.
- 4.3 The Client guarantees that it has a sufficient legal basis to transfer the Personal Data and to provide the Data Subjects with this information regarding the processing, including reference to the Privacy Statement.
- 4.4 IFORI does not act as Processor with respect to the Client during the provision of the Services. If, on the basis of a clear written request from the Client and written approval from IFORI, Personal Data is nevertheless Processed by IFORI as Processor, this will be done on the basis of the provisions set out in the processor agreement that can be added by IFORI as an **Annex (DPA)** to these General Terms and Conditions.

5. Provision of Services by IFORI

- 5.1 All the Services provided by IFORI for its Client will be provided to the best of its ability. Therefore IFORI provides its Services purely and solely on the basis of a best-efforts undertaking without any result obligation.
- 5.2 The Client undertakes to cooperate in good faith with IFORI and to provide it in a timely manner with all necessary and/or useful documents and information related to the provision of the Services. It is the responsibility of the Client to ensure that the information provided does not infringe intellectual property rights or any other claim of third parties. The Client is liable for all damage resulting from information that is communicated incorrectly or late.
- 5.3 IFORI shall provide the Services fully independently. In addition, IFORI will draw up its agenda independently, on the understanding that it will strive to comply with any agreed delivery terms. However, these delivery terms are always approximations and do not imply any obligation of result for IFORI. They only commence after IFORI has received all useful and relevant documents relating to the provision of the Services and after IFORI has received any agreed (partial) payment.
- 5.4 Orders, instructions, requests for new and/or additional Services and notifications or other communications relating to Services ('**Communication**') received on business days between 9:00 AM and 4:00 PM shall be considered as read by IFORI on the day of receipt. If such Communication is received between 4:00 pm and 9:00 am, this Communication will be considered as read by IFORI on the following business day.
- 5.5 In the event that the Client receives an Out of Office in response to Communication, the Communication in question will, in derogation from article 5.4, be regarded as read by IFORI

- during the business day stated in the Out of Office as the date on which the contacted IFORI employee will be back at the office or otherwise available again or, if no such date is stated in the Out of Office, during the business day that the contacted IFORI employee is actually back at the office or available again. It is the Client's own responsibility to contact another IFORI employee.
- 5.6 The provision of the Services is entrusted within IFORI to one or more employees, taking into account as much as possible the complexity of the Services to be performed and the experience and specialization of the employee concerned. This assignment does not in any way give an *intuitu personae* character to the performance of the Services, and IFORI expressly reserves the right, at its sole discretion, to assign the performance of the Services to another employee, without any recourse being open to the Client regarding this matter.
- 5.7 If the Services are provided at the Client's, the Client must provide office equipment, a connection to the Internet and where necessary a connection to local servers with the necessary authorizations, as well as the necessary materials and documents to enable the employee to properly provide the Services.
- 5.8 Without prejudice to the provisions of article 4 (The Protection of Personal Data): If a certain aspect of the provision of the Services is outsourced to third parties, including lawyers, accountants, bailiffs, civil-law notaries, foreign agencies, etc., IFORI will always exercise due care when selecting these third parties. IFORI will always request the Client's prior approval before proceeding with this outsourcing, unless circumstances arise that make this impossible or unreasonably difficult, such as in the event of urgency or the Client's failure to respond within a reasonable time. Hereby IFORI acts as the Client's agent, in the name of and for the account of the Client. There is no contractual relationship between IFORI and the designated third party. IFORI cannot be held liable in any way for any shortcomings of these third parties in the performance of their assignments, including serious and deliberate error.
- 5.9 Without prejudice to the foregoing and the provisions of Article 10 (Force Majeure), IFORI has the right to suspend without prior notice of default the performance of its obligations if the Client fails to fulfil its obligations for any reason. The Client must take into account that a possible suspension of performance may result in certain procedures and terms no longer being monitored. This can prevent or cancel the creation of intellectual property rights. IFORI is not liable in this context for any possible damage that may result from this.
- 5.10 All contracts, proposals, contractual terms, policies, notices, models, templates, forms, advice, strategies, suggestions, communications, reports, documents or other materials provided by IFORI in provision of the Services ('**Deliverables**') are solely for internal use or own use in the performance of its activities by the Client, unless otherwise agreed between the Parties. Under no circumstances will the Client provide any Deliverables, regardless of whether this is for free or as consideration, to third parties, without prior written permission from IFORI. Neither, unless agreed in advance by the Parties, is the Client entitled to provide the Deliverables to affiliated companies. For the sake of clarity, the Client is, however, permitted to (i) use Deliverables as contractual conditions, policies, contract proposal or offer to its potential, current or former contracting party for signature, acceptance, in the context of negotiations or in the fulfilment of an obligation to provide information; (ii) send Deliverables to third parties as an invoice, reminder, notice of default, suspension, interruption, procedural document, conclusion, settlement, arrangement, termination of an agreement or otherwise in order to exercise the Client's rights; (iii) implement and elaborate its advice, strategies, policies or suggestions; or (iv) use Deliverables in any other way if this logically ensues from the assignment or nature of the Deliverables.

6. Rates and payment methods

- 6.1 Unless the Parties agree on a different payment arrangement in writing, the Services provided by IFORI will be invoiced on the basis of the rates and expenses indicated in the quotation.
- 6.2 All hourly rates are exclusive of travel expenses, any translation costs, VAT, any bank charges, all other direct or indirect charges and administration costs.
- 6.3 All day rates are exclusive of travel expenses, any translation costs, VAT, any bank charges and all other direct or indirect charges. A fixed project management fee is charged per man day.
- 6.4 All package rates are exclusive of travel expenses, possible translation costs, VAT, possible bank charges, all other direct or indirect charges. A fixed project management fee is charged for each legal advice package.

- 6.5 The rates used apply to Services provided within the Office Hours. These rates are increased by 50% when Services are provided outside the Office Hours. An increase of 100% applies to Services that are provided during the weekend or on public holidays. Notwithstanding the foregoing, the rates used may be increased by 50% if the Services have to be provided in urgent circumstances, regardless of whether such provision falls outside or within Office Hours.
- 6.6 If day rates are stipulated for the relevant Services, these day rates will only be used if a full man day of 8 hours is purchased, otherwise the Services will be invoiced at the relevant standard hourly rate as determined in the quotation.
- 6.7 If fixed man days are purchased, the Client has the right, subject to Force Majeure as stipulated in Article 8 (Force Majeure), to cancel or shift these man days (depending on the availability of IFORI) subject to payment of a fee, excluding costs (as determined in the quotation or cost estimate) depending on the cancellation period:
- Up to and including 30 days prior to the scheduled fixed man day: 0% of the day rate;
 - From 29 days up to and including 7 days prior to the scheduled fixed man day: 50%
 - From 6 days up to and including 48 hours prior to the scheduled fixed man day: 75%
 - From 48 hours prior to the scheduled fixed man day: 100% of the day rate;
- 6.8 If the package hours are stipulated for the purchase of Services, the Client will be invoiced for the total value of the package hours and the fixed project management fee prior to the provision of the Services.
- 6.9 The fees and expenses are in principle invoiced monthly, unless agreed otherwise in writing and without prejudice to IFORI's option to send interim invoices for Services already provided or expenses incurred, for payment of an additional advance payment or for expenses that have to be incurred for the Client. This also includes the costs charged by the agent.
- 6.10 Each invoice must be paid no later than ten (10) calendar days after the invoice date, at the registered office of IFORI in the currency stated on the invoice. Any complaints about the invoices must be communicated in writing to IFORI within seven (7) calendar days after the invoice date, failing which the invoice will be irrevocably regarded as accepted.
- 6.11 If an invoice is not paid within the payment term, the Client shall, automatically and without prior notice, owe damages equal to 15% of the invoice amount and with a minimum of EUR 185, and the Client will owe late payment interest under the same conditions on the invoice amount at a rate of 1% per started month. Without prejudice to IFORI's right to claim additional damages if the actual damage exceeds this amount. Any discounts granted by IFORI will be forfeited automatically and without notice of default in the event of non-payment within the payment term. The non-payment of an invoice makes all outstanding invoices, even those that have not yet become due, due and payable by operation of law and without notice of default.
- 6.12 All costs and expenses, including but not limited to attorney's fees, court fees and extrajudicial costs and collection costs, which IFORI would incur in collecting outstanding invoices will be at the expense of the Client. This also applies to the costs of defence against counterclaims.
- 6.13 The Client's right to set-off its claims against IFORI from unpaid invoice amounts is expressly excluded.

7. Legal advice package

- 7.1 Package hours give the Client the right to freely purchase Services from IFORI, or to have Services outsourced by IFORI. One package hour gives the Client the right to purchase one hour of Services that are normally invoiced at the standard hourly rate of IFORI or a reduced hourly rate. An increase in the standard hourly rate by IFORI after the package hours have been purchased does not affect this right. If the Client wishes to use package hours to purchase Services at an increased hourly rate, a higher hourly rate than the standard hourly rate, or to pay for outsourced Services of which the hourly rate is higher than the standard hourly rate of IFORI, the Client will be invoiced separately for the additional cost of purchasing the relevant Services, or of outsourcing.
- 7.2 Upon simple request, IFORI will provide an overview of the hours already worked with a timesheet in which the details of all performances are included.
- 7.3 When the Client has used up its package hours, it will be invoiced at the standard hourly rate applied by IFORI for the Services further purchased.

- 7.4 Package hours should be used within a year after the invoice date in accordance with Article 6.8. Unused package hours will expire after one year and this in no case grants the Client a right to be reimbursed.

8. Indexation

- 8.1 The prices of rates and costs agreed for the Services are adjusted annually on 1 January of that year automatically and without prior notice to the Client, commensurate with the total percentage increase of the Belgian wage cost index, according to the following formula:

$$P1 = P0 \times (0.2 + 0.8 \times (S1 / S0))$$

Where:

P1 = Effective rate after indexation

P0 = Rate (base year)

S1 = Effective wage costs in the month of December preceding the adjustment (cf. reference wages Agoria).

S0 = Effective wage costs in the month of December preceding the conclusion of the contract (cf. reference wages Agoria).

9. Complaints and liability

- 9.1 Any complaints about the Services provided must be received at the registered office of IFORI by registered letter no later than eight (8) calendar days after the Services have been provided. In the absence of any justified complaints within this period, the Services provided will be considered sufficient and any further recourse is excluded. IFORI is always entitled to substitute a new sufficient performance in place of a previous insufficient performance, without the Client being entitled to compensation, unless the default should prove irreparable.
- 9.2 Except in the event of gross negligence or intent, any liability of IFORI is limited to the value of the assignment from which this liability arises and is in any case limited to a maximum of € 25,000.
- 9.3 IFORI is in no way liable for any indirect damages, including but not limited to consequential damage, loss of profit, loss of turnover, loss of income, personnel and administration costs, loss of customers, third-party claims, punitive damage or damage resulting from force majeure. Under no circumstances can IFORI be held liable for errors or inaccuracies in the documents or advice drawn up by it, if these are due to a lack of information or incorrect information provided by the Client.
- 9.4 IFORI is not responsible for loss, damage or destruction of documents or objects during transport or shipment, regardless of whether this is done by or on behalf of IFORI or third parties.
- 9.5 As provided for in Article 5.9 IFORI has the right to suspend the performance of its obligations if the Client fails to perform its obligations for any reason. IFORI is not liable in this context for the possible damage that may result from this.
- 9.6 The Client indemnifies IFORI against claims by third parties for damage due to contractual or extra-contractual shortcomings as a result of the actions or negligence of the Client or its employees, directors, appointees, (sub)contractors, affiliated companies, suppliers, customers and agents.

10. Force Majeure

- 10.1 IFORI cannot be held liable in any way if it cannot perform its obligations or perform them on time as a result of Force Majeure. IFORI will inform the Client as soon as possible about the nature of the Force Majeure and its likely duration. From that moment on, the performance of the obligations affected by the Force Majeure will be suspended for the duration of the Force Majeure, without the Client being able to claim any compensation.
- 10.2 If the Force Majeure lasts longer than two months or is of a permanent nature, both Parties are authorized to terminate the Agreement by means of a registered letter to that effect, without further notice and without any right to compensation arising from this for the other party.
- 10.3 If IFORI has already provided a number of Services at the commencement of the Force Majeure, or can only provide part of the Services, or has incurred costs, it is entitled to invoice the part of

the Services already provided, as well as the costs incurred and the Client is obliged to pay this invoice in full.

- 10.4 The obligation of the Client essentially constitutes a payment obligation, for which Force Majeure is explicitly excluded.

11. Recruitment of workforce or employees

- 11.1 If, during the provision of Services by IFORI and up to one year after the termination thereof, the Client recruits or collaborates with an employee of IFORI, it is legally and without notice of default liable to pay an irreducible compensation equal to the employee's gross salary for a period of twelve months, calculated on the basis of the last gross salary agreed between IFORI and the relevant employee at the time of recruitment by or collaboration with the Client, unless IFORI has given the Client its express approval to recruit or collaborate with said employee.

12. Conflicts of interest

- 12.1 IFORI is careful about conflicts of interest arising and undertakes not to assist Clients with conflicting interests in a case, unless expressly agreed by the Parties.
- 12.2 In the event a conflict of interest arises between two IFORI Clients, IFORI will notify the Clients of the conflict of interest and, in consultation with Clients, come to an agreement regarding any assistance provided by IFORI in the case in question. IFORI reserves the right, in the absence of an agreement between the parties involved, to cancel any agreements with Clients unilaterally and with immediate effect, without this giving rise to any liability of IFORI and without giving rise to any right to compensation for the Client.

13. Confidentiality

- 13.1 The Parties undertake to maintain complete confidentiality with regard to all Confidential Information provided by the disclosing Party. Under this confidentiality, the Parties will maintain a level of protection commensurate with the sensitivity and commercial value of the relevant Confidential Information, but the Parties will at all times maintain at least a reasonable level of protection for all Confidential Information.
- 13.2 The Parties acknowledge that the direct or indirect provision of Confidential Information under these General Terms and Conditions does not constitute a transfer of ownership of the Confidential Information, nor does it imply any granting of rights, except as expressly provided otherwise in these General Terms and Conditions, applicable Specific Terms and Conditions or any other agreement between the Parties.
- 13.3 The Parties will only use the Confidential Information received and only provide it to employees, directors, appointees, agents, (sub) contractors, consultants and affiliated companies to the extent necessary for the performance of assignments. The Parties guarantee and warrant that all employees, directors, appointees, agents, (sub) contractors, consultants and affiliated companies to whom Confidential Information of the disclosing Party is disclosed are bound by a confidentiality obligation that is at least as strict as the confidentiality obligation imposed in this Article 13.
- 13.4 The confidentiality obligation imposed in this Article 13 does not apply to the extent that the receiving Party can demonstrate that the information received: (i) is generally available to the public or has become generally available to the public, without any fault or negligence in this regard on behalf of the receiving Party or its employees, directors, officers, agents, (sub) contractors, consultants and affiliated companies; or (ii) was duly owned or known by the receiving Party prior to receipt from the disclosing Party; or (iii) has been validly provided without a confidentiality obligation to the receiving Party by a third party who has no obligation of confidentiality towards the disclosing Party; or (iv) was independently developed by the receiving Party without access to Confidential Information or without using any Confidential Information of the disclosing Party for this purpose; (v) was expressly identified as non-confidential by the disclosing Party; or (vi) must be released or communicated on the basis of a legal obligation or court order, provided that the receiving Party notifies the disclosing Party of this obligation as soon as possible, consulting with it first about the mandatory release if possible and that the provision of such information is limited to the minimum required by law or by court order.

- 13.5 Upon termination of the agreement, the receiving Party undertakes to return (copies of) the Confidential Information to the disclosing Party or to destroy it, in accordance with the disclosing Party's wishes or as the Services require. Notwithstanding this, IFORI reserves the right to destroy (copies of) the Confidential Information if returning (copies of) the Confidential Information would create a disproportionate burden on the part of IFORI.
- 13.6 This Article 13 will survive the termination of the agreement between the Parties for a period of five (5) years after termination. Notwithstanding this, at the end of this period, this Article 13 will continue to apply to trade secrets disclosed by the disclosing Party to the receiving Party for as long as the trade secrets retain their secrecy. For the sake of clarity, any breach of this Article 13 by the receiving Party will not alter the confidential character of these trade secrets.
- 13.7 The provisions of this Article 13 apply in full to training courses organized by IFORI. The Parties acknowledge that all delivered works remain the exclusive property of IFORI. Material distributed during these courses will not be copied, redistributed or resold by the receiving Party, except for the previously agreed number of copies. These materials include, but are not limited to handouts, reports, images and text documents. These materials are for internal use only by the receiving Party. The receiving party also warrants not to remove any copyright marks and disclaimers or other terms and conditions applied by IFORI to the materials.

14. Termination of the Services by the Client

- 14.1 Unless otherwise agreed in writing, the Client can cancel the agreement to provide Services at any time by means of a letter addressed to IFORI with due observance of a notice period of thirty (30) calendar days which is deemed to commence on the date of receipt of this letter by IFORI. In this case IFORI retains all advances already paid and the right to invoice the Client with regard to services still to be delivered within the notice period. This is without prejudice to the provisions of articles 5 and 7.
- 14.2 The Client has the right to terminate the agreement in the event of a breach of contract by IFORI, subject to duly substantiated motivation and a prior notice of default granting IFORI a grace period of thirty (30) calendar days. If the breach of contract is not rectified within this period, or if rectification would prove impossible, the agreement will be terminated automatically and without further notice of default.

15. Termination of the Services by the IFORI

- 15.1 Unless otherwise agreed in writing, the Parties can terminate the agreement to provide Services at any time by means of a letter to that effect addressed to the other Party and subject to a notice period of thirty (30) calendar days that is deemed to commence on the date of dispatch of this letter by the Party wishing to cancel the agreement.
- 15.2 If the Client does not fulfil its obligations, IFORI has the right to terminate the agreement for the provision of Services, without losing the right to payment for Services already provided and without prejudice to the right to compensation and late-payment interests as stipulated in Article 6, and the right to claim additional damages. The Client will be given notice of default via email or letter, granting it a grace period of thirty (30) calendar days. If the breach of contract is not rectified within this period, or if rectification would prove impossible, the agreement will be terminated automatically and without further notice of default.
- 15.3 If the Client finds itself in one of the following situations, IFORI has the right, without prejudice to Article 15.2, to terminate the agreement to provide Services via email or letter with immediate effect, without any right to compensation on the part of the Client: bankruptcy, death, voluntary or forced dissolution, liquidation, collective debt settlement or insolvency of the Client; in case of judicial reorganization; when the Client is declared incapacitated or placed under administration; when IFORI has reasonable grounds to doubt whether the Client will perform its obligations to IFORI.
- 15.4 In the event of termination, IFORI's right to claim compensation for costs, interest and damages as stipulated in Article 6 (Rates and payment methods) survives and all claims of IFORI against the Client become immediately due and payable.

16. Publicity

- 16.1 In the context of the provision of Services, IFORI reserves the right to quote from communications between the Parties and to use the Client's brands, trade names, slogans and logos as reference in its communication through any medium.

17. Miscellaneous

- 17.1 If any provision of these General Terms and Conditions is declared null and void or unenforceable, this will not result in the avoidance of the rest of the General Terms and Conditions or other agreements existing between the Parties. The invalid or unenforceable provision will be replaced by a new and enforceable provision that is as close as possible to the original provision or is reduced to the maximum that is legally permitted.
- 17.2 The Client acknowledges and accepts that IFORI also performs Services for third parties.
- 17.3 No right or obligation under an agreement between the Parties may be transferred by one Party to a third party without the prior consent of the other Party.
- 17.4 IFORI's failure to exercise its right to demand strict compliance with these General Terms and Conditions, applicable Specific Terms and Conditions or any other agreement between the Parties cannot be considered a waiver of any right or waiver of IFORI's right to demand strict compliance in the future.
- 17.5 The Dutch version of these General Terms and Conditions or Specific Terms and Conditions is the authentic version. In case of any discrepancy between the Dutch version and a version in another language, the Dutch version will prevail.

18. Applicable law and competent court

- 18.1 Belgian law applies to the General Terms and Conditions, the Specific Terms and Conditions, the provision of Services and any other agreement between the Parties, with the exclusion of the rules of Private International Law and other rules of any nature whatsoever that would make another law or other legal rules applicable.
- 18.2 All disputes with regard to the General Terms and Conditions, the Specific Terms and Conditions, the provision of Services and any other agreement between the Parties will be submitted exclusively to the competent courts of the judicial district of Ghent.