

GENERAL AND SPECIFIC TERMS & CONDITIONS

Version: May2023

GENERAL TERMS & CONDITIONS

1. Offers and Agreements

- 1.1 The present general conditions for sales and supply ("General Conditions") apply to all offers made by **Wisemen** (with registered office at Watertorenstraat 2, 3590 Diepenbeek, Belgium, registered under company number 0503.920.245) to the party receiving these ("Customer") as well as to all Agreements between Wisemen and the Customer in relation to any products or services to be supplied by or on behalf of Wisemen, except to the extent that Wisemen and the Customer have departed from them expressly and in writing. If specific conditions have been agreed upon, the General Conditions shall only apply to the extent that these specific conditions do not deviate from them (the "Agreement"). Hereinafter, Wisemen and the Customer are jointly referred to as the "Parties" or individually as a "Party".
- 1.2 Purchase or other conditions, including general terms and conditions on requests for quotations or requests for proposals stipulated by the Customer shall not apply, unless and to the extent Wisemen has expressly accepted them in writing. The application of these general and the specific conditions constitutes a determining condition for the consent of Wisemen.
- 1.3 The Agreement between the Parties is governed by the following documents (in respective order and to the extent applicable): (i) a written agreement between Parties (if any), (ii) the offer of Wisemen, (iii) the Specific Conditions (if applicable), (iv) these General Terms & Conditions and (v) Belgian Law.
- 1.4 All quotes or offers by Wisemen are non-binding. They are only binding upon Wisemen if and to the extent they have been confirmed in a written order confirmation from Wisemen. Any offer of Wisemen is valid for a duration of thirty (30) days, unless expressly stated otherwise in writing.
- 1.5 Verbal arrangements and undertakings by Wisemen shall not be binding on Wisemen unless and to the extent they have been confirmed expressly in writing by Wisemen.
- 1.6 An Agreement between the Parties is only concluded after a written or electronic signature by the Parties, or the written or electronic confirmation of the offer by Wisemen, and in any case at the moment that Wisemen commences the execution of the Agreement after having received confirmation of the Customer, in writing or otherwise. The conclusion of the Agreement can only be refused by Wisemen on the basis of objective reasons.

2. Prices and charges

- 2.1 All prices are quoted exclusive of VAT and all other charges levied by the authorities in respect of the Agreement and its performance.
- 2.2 In no event shall prices confirmed by Wisemen for one order/proposal be binding for subsequent orders, unless it concerns orders within a larger framework agreement. A separate individual price is calculated for every service and every project. This price is only valid for that specifically defined service and/or project and therefore does not apply to other, even similar services and/or projects.
- 2.3 Additional services (i.e. not stated in the proposal and/or order confirmation) will be charged additionally to the Customer at Wisemen's applicable rates. Wisemen may reasonably increase fees and costs if, during the performance of its assignment, the amount of work proves to be much more than originally agreed or expected, as a result of which it cannot be reasonably expected of Wisemen to perform the assignment at the fees and costs originally agreed. Wisemen shall notify the Customers hereof and the Parties shall enter into negotiations should there be any remarks of the Customer.
- 2.4 Wisemen reserves the right to adjust the prices on the Agreement anniversary date, in accordance with the salary indexation and the following price adjustment formula:

$$P1 = P0 \times (0,2 + 0,8 \times (S1/S0))$$

Where

- P1 = the new price (applicable as from the Agreement anniversary date)

- P0 = the price applicable since the last indexation

- S0 = the base salary in the technology industry (the national average published by AGORIA) of the month prior to (1) the month of the Agreement's conclusion, in case of the first indexation, or (2) the last price increase or (3) the last indexation, depending on which of these events takes place last.

- S1 = the base salary in the technology industry (the national average published by AGORIA) of the month prior to the indexation applied on the Agreement's anniversary date.

A price adjustment based on the price adjustment formula shall not give the Customer any right to terminate the Agreement.

3. Deliveries – Force Majeure

- 3.1 Any delivery date given by Wisemen is for information purposes only. Wisemen undertakes to do all that is commercially reasonable to carry out the deliveries and/or installation on the proposed or subsequently confirmed data, but cannot be held liable for any delay.
- 3.2 Wisemen shall not be liable for non-performance, directly or indirectly, due to Force Majeure. Force Majeure means any circumstance unforeseen by and/or beyond Wisemen's control or power, and which might result in a delayed or otherwise deficient performance of the Agreement. In such case, Wisemen shall have the right to suspend the Agreement for as long as the Force Majeure circumstance occurs, as well as the right to demand payment for the work already done. The Parties agree that the difficulty or inability by either one of the Parties to perform any payment obligations, shall never qualify as Force Majeure.
- 3.3 Force Majeure can include, among others – without being limited thereto: unavailability and/or scarcity of certain materials, exceptional weather conditions, labour troubles, strikes or lockouts or interruption, wars, disease or accidents, pandemics that occur after signing of the agreement, communication and information technology breakdowns, government measures, export bans, delays in deliveries, transport and/or travel obstacles, including lack or withdrawal of transport facilities, export obstacles, import obstacles, breakdowns, war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist attacks, terror safety regulations, government sanction, blockage, embargo, riot, crime, fire, explosion, unsatisfactory performance on the part of Wisemen's suppliers or subcontractors, act of God (events such as natural disaster, etc.), etc.

4. Payment

- 4.1 Unless otherwise agreed in writing, all payments will be made by the Customer in advance and by means of wire transfers to Wisemen. The original invoice shall:
 - (a) be sent to the address indicated by the Customer;
 - (b) include the reference number of Wisemen and Wisemen's bank account details.
- 4.2 Unless otherwise agreed in writing, all local bank costs incurred by the Customer in relation to any payments to Wisemen, or any other bank operation cost, shall be borne by the Customer.
- 4.3 Any delay in payment of invoices will trigger, ipso iure and without notice, (i) monthly late payment interests on the basis of Belgian applicable law, i.e. Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties (8% in 2021), which will accrue from the due date onwards, and whereby each month commenced will be considered a whole month, as well as (ii) a lump sum of 15 % of the outstanding amount, subject to a minimum amount of 125 Euro per invoice. All other outstanding amounts that have not yet become payable shall in addition immediately become payable.
- 4.4 Wisemen is entitled to suspend or postpone the performance of its obligations under the Agreement if the Customer remains in default with regard to any (payment) obligation under

the Agreement after expiry of a period of fifteen (15) calendar days after written notice to this regard was sent to the Customer.

- 4.5 Wisemen reserves the right to unilaterally modify the payment terms stipulated under 4.1 if the financial situation of the Customer or the state of its earlier payments would warrant or justify this.
- 4.6 All products and/or services remain property of Wisemen until all invoiced amounts are paid in full, including interest, costs, penalties and all taxes.
- 4.7 All invoices shall be considered as accepted unless contested in writing within ten (10) days of the date of the invoice. In the event of such dispute, the Customer will pay the undisputed amount and the Parties will use good faith efforts to reconcile the disputed amounts as soon as possible. Amounts owed by the Customer to Wisemen cannot be set off or netted against a counterclaim by the Customer.

5. Warranty

- 5.1 Warranty on product embedded and upgradeable software, appliances and software applications is ninety (90) days, unless otherwise agreed to in writing. The warranty applies only to manufacturing defects and provided that handling, installation, maintenance and adjustment of the equipment are carried out in line with the instructions provided by Wisemen and in line with good practice. Any defect due to Force Majeure events, or attributable to the Customer's improper use, neglect, storage, operation handling or maintenance of the goods or any part thereof, are excluded from the warranty. During the warranty period, Wisemen shall, at its sole discretion, replace or repair the defective subparts or units.

6. Liability - Indemnification

- 6.1 The liability of Wisemen shall always be assessed in the light of its best effort obligation ("*middelverenbintenis*"). In the case of inadequate services or performance of the Agreement, the liability of Wisemen shall be limited to the (renewed) performance of the missing or inadequate services. If the (renewed) provision of the services is not (or no longer) possible or reasonable, the Customer shall be entitled to compensation in lieu of the damage suffered.
- 6.2 To the maximum extent permitted by law, under no circumstances and under no legal theory (whether in tort (including negligence), contract or otherwise, shall Wisemen be liable to the Customer for any indirect or consequential damages (including, without limitation, lost profits, loss of revenue, loss of business or loss of data) incurred by the Customer hereto resulting from or arising out of or in connection with the agreement, even if the Customer has been informed of the possibility of such damages. Wisemen will neither be held liable by the Customer for any direct or indirect damage to any third party, resulting from any use of the product designed by Wisemen or the non-performance thereof. The Customer shall hold Wisemen harmless for any claim brought against Wisemen by any third party in consequence of damage caused to such third party by the use or the non-performance of the product designed by Wisemen.
- 6.3 Unless in case of fraud and/or intentional breaches, or gross negligence of its obligations under this Agreement and unless explicitly stated otherwise in these General Conditions, Wisemen's liability will always be limited to the lowest of the following amounts:
 - a) the total fee paid by the Customer to Wisemen for the execution of the Agreement;
 - b) the amount Wisemen can recover under its insurance policies.
- 6.4 Wisemen shall not be liable for any defect, error, or other dysfunction of a product (and no warranty shall extend to such product) when this is caused, directly or indirectly (i) by any abuse, misuse, mishandling, neglect, modification, alteration, repair, combination, integration, improper maintenance or testing, or any other act or omission of the Customer, its agents or subcontractors, or any third party supplying products or services to Wisemen; (ii) by any tailored specification, implemented by Wisemen at the request of the Customer, its agents or subcontractors, or any third party; (iii) by use of a product incompatible with the applicable legislation and/or regulations or (iv) by the further use or application by the Customer of the product after a problem has been found; (v) by (part of) a product or service supplied to Wisemen by the Customer, its agents or subcontractors, or any third party (regardless of whether

this takes place in the framework of Wisemen offering, among others, assembly or implementation services).6.5 The Customer shall indemnify and hold Wisemen, and their respective officers, directors and employees harmless from and against any and all losses, costs, damage and expenses (including reasonable lawyers' fees and other mutually agreed legal fees) which any of them may bear or incur as a result of any claim relating to, arising out of or in connection with (i) any intentional harm or grossly negligent or willful act of the Customer or any of its employees, (ii) violation of any applicable law, regulation or order by the Customer, or (iii) any other act or omission by the Customer or any of its officers, employees or agents, provided, however, that a reasonable person could have predicted such loss, cost or damage.

- 6.5 The Customer shall be liable to the Customer's own customers (hereinafter referred to as the "End User") for the use of the products developed by Wisemen. The Customer alone assumes the responsibility for the use made of the product by its End Users and fully indemnifies Wisemen in this regard.
- 6.6 Wisemen's liability exists solely when the Customer appropriately and as soon as reasonably possible (being not later than thirty (30) days after the damage came into existence) notifies Wisemen of the issue in writing, proposing therein a reasonable time period for correction of the issue and Wisemen then fails to meet the aforesaid obligations. The notification of the issue ought to be as detailed possible so that Wisemen is in a position to react immediately and adequately. This notification shall not discharge the Customer from taking all reasonable measures to limit any possible damage to itself or to third parties.
- 6.7 Any claim for damages must be communicated in writing to Wisemen within eight (8) days after the notice period of 30 days.

7. Confidentiality

- 7.1 The Parties recognize that the information provided in the performance of the Agreement, including the offer as provided by Wisemen and any information concerning a Party's customers, business procedures, methods, services and products, will be confidential.

Being considered as confidential information (however without this list being exhaustive): all business and production secrets, including trade and commercial secrets, customer and supplier lists, trademarks and other intellectual property, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions, processes, schematics, testing procedures, software design and architecture, specifications, technical, commercial and financial information, reports and other information of any kind, related to the activities of a Party, regardless of whether the information in question was explicitly designated as confidential ("Confidential Information").
- 7.2 Neither Party will disclose to third parties (other than as described below) the other's Party Confidential Information without the prior written consent of the other Party. The confidentiality undertakings of the receiving Party pursuant to this Article shall remain in full force and effect for the duration of the Agreement and five (5) years thereafter.
- 7.3 The receiving Party shall not use any Confidential Information of the other Party for any purpose other than the performance or exercise of its rights under the Agreement. The receiving Party agree that they shall protect the Confidential Information of the other Party using not less than the same standard of care the receiving Party applies to its own proprietary, secret or Confidential Information (and in conformity with industry standards) and that the Confidential Information shall be stored and handled in such a way as to prevent unauthorized disclosure.
- 7.4 The receiving Party has the right to disclose or give access to the Confidential Information or any part thereof to its employees and/or consultants/contractors, to the extent such employees, consultants and/or contractors have a need to know within the framework of the Agreement and provided (i) the receiving Party obtained the necessary confidentiality and nondisclosure undertakings no less restrictive than those contained in this Agreement from such employees, consultants and/or contractors prior to such disclosure or such giving access and (ii) such consultants and/or contractors are no (in)direct competitors of Wisemen.

- 7.5 The disclosing Party may request in writing at any time that any written Confidential Information disclosed pursuant to the terms of the Agreement and any copies thereof be returned with a written statement to the effect that upon such return it has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof and the receiving Party shall comply with any such request within seven (7) calendar days of receipt of such request.
- 7.6 The term "Confidential Information" hereunder shall not include information which:
- (a) is or becomes part of the public domain without violation of the Agreement;
 - (b) is known and on record at the receiving Party prior to such disclosure by the disclosing Party (as the receiving Party can demonstrate by written record or other reasonable evidence); or
 - (c) is lawfully obtained by the receiving Party from a third party, whereby such third party is at its turn not bound by any confidentiality agreement with the disclosing party; or
 - (d) is developed by the receiving Party completely independently of any such disclosure by the disclosing Party.
- 7.7 Nothing herein shall be construed as granting to the receiving Party any proprietary rights or any licence in respect of the disclosing Party's Confidential Information, which is not otherwise granted to the receiving Party as part of the Agreement.
- 7.8 The Parties agree not to make any communication press release or other statements orally or in writing relation to the Agreement until the Parties have mutually agreed, in writing, the timing and text of any such communication, release or statement.
- 7.9 Without prejudice to the foregoing, the Customer acknowledges that in the event a confidentiality agreement (or similar agreement with regards to its subject) is signed between Parties, such confidentiality agreement shall prevail.
- 7.10 If the Customer violates the obligations in this article, Wisemen shall be entitled to claim a fixed compensation of twenty-five thousand euros (€25,000), to be increased by one thousand euros (€1,000) for each day that the infringement continues and without prejudice to Wisemen's right to prove and claim higher damages.

8. Non-Hire and Non-Solicitation

- 8.1 During the term of the project and for one (1) year thereafter, neither Party will directly or indirectly recruit, solicit or induce any personnel or advisor of the other Party to terminate his or her relationship with such other Party without the prior written permission of the other Party.

9. Intellectual Property Rights

- 9.1 For the purpose of the Agreement "Intellectual Property Rights" shall mean any and all now known or hereafter existing **(a)** rights associated with works of authorship, including but not limited to copyrights, copyrightable works, mask work rights, and moral rights; **(b)** trademarks, trade names, corporate names or service mark rights; **(c)** trade secret rights, know-how and other confidential information (including but not limited to ideas, information, improvements, specifications, drawings, programmer notes, discoveries and proposals); **(d)** patents, patent rights, patent disclosures, industrial property rights and inventions (whether patentable or not); **(e)** logos, layout design rights, design rights, **(f)** trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); **(g)** all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world.
- 9.2 All Intellectual Property Rights that are part of the WisemenCore Open Source Library (hereinafter the "WisemenCore Library") will always remain with Wisemen. The Intellectual Property Rights included in the WisemenCore Library include, but are not limited to, the proprietary tools, methodologies, materials, know-how, processes, technologies, modules, components, programs, analysis, frameworks, software, algorithms developed or used by Wisemen prior to or developed

independently from the Agreement, including enhancements and improvements to the aforementioned tools and materials which Wisemen developed prior or independently to the execution of the Agreement. The Customer shall not contest them and shall not itself acquire any rights to the Intellectual Property Rights included in the WisemenCore Library nor assist third parties in doing so. The Customer shall merely be granted a license to use with regard to such Intellectual Property Rights that are part of the WisemenCore Library and are embedded in the developments. Intellectual Property Rights included in the WisemenCore Library will be considered Confidential Information and will remain the property of Wisemen.

- 9.3 Wisemen may use open source software or code in the products and services it develops in the context of the Agreement. The Customer shall not itself acquire any ownership rights to the open source software.
- 9.4 For each transfer of Intellectual Property Rights from Wisemen to the Customer an IP transfer agreement will be concluded in mutual agreement between the Parties.
- 9.5 Parties undertake to notify each other of any actual, threatened or suspected infringement of any Intellectual Property Rights of the other Party.

10. Privacy

- 10.1. Both Parties commit to respect the applicable privacy legislation – to the extent personal data is being processed in the execution of their obligations under the Agreement –, being: (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (ii) the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data, as well as (iii) any applicable local privacy legislation (hereinafter “Privacy Legislation”).
- 10.2 Wisemen will only request the personal data of its Customers that are necessary for the purpose of its processing. Wisemen will only process personal data based on a legal basis. The personal data supplied by the Customer will be used and processed in accordance with Wisemen's privacy policy (to be consulted at <https://Wisemen.be/privacy.pdf>). The Customer grants Wisemen permission to transfer this data to third parties (including but not limited to its subcontractors) in order to execute the Agreement.
- 10.3 Wisemen has no obligation to (i) check whether the product is used by the Customer in a privacy compliant manner, nor (ii) to audit the provided personal data on its privacy compliance. Should Wisemen either accidentally or purposely detect infringements, it is allowed to temporarily suspend its services until the infringement is resolved.

11. Miscellaneous Provisions

- 11.1 Each Party warrants that it has the corporate capacity to enter into and perform the Agreement and shall not breach any obligation owed to any third party by doing so.
- 11.2 The relationship between Customer and Wisemen is that of buyer and seller. The status of Customer hereunder will at all times be that of an independent contractor and, as such, Customer shall determine its own resale prices. Neither Party will have the right to represent the other Party as agent or otherwise to pledge the other Party's credit, assume any obligation of any kind on behalf of the other Party, to bind the other Party in any respect whatsoever, to accept any service or process upon the other Party or to receive any notice for the other Party of any nature whatsoever, except where authority to such effect has been previously issued in writing. Neither Customer nor Wisemen will engage in any conduct, which might create the impression or inference that such agency or representation relationship would exist.
- 11.3 Wisemen reserves the right to amend its General Conditions at any time. After notification of these new or amended terms to the Customer, the Customer has five (5) working days to formulate any remarks in this regard. If the Customer formulates any remarks, the Parties will enter into negotiations. In the absence of any remarks within this stipulated period the Customer shall be deemed to have accepted the amended terms – tacitly – and the new or amended General Conditions shall be deemed to have entered into force.

- 11.4 The failure of any Party to enforce or assert reliance upon, at any time or for any period of time, any of the provisions of these general and the specific conditions shall not be construed as a waiver of such Party's rights under such provisions, or the right of such Party thereafter to enforce each and every provision of these general and the specific conditions. Except when otherwise stated, any changes or modifications to these general and the specific conditions requested by either Party may only be implemented and binding if mutually agreed upon in writing and signed by duly authorized representatives of the Parties hereto.
- 11.5 Whenever possible, the provisions of these general terms and conditions and the specific conditions shall be interpreted in such a way as to be valid and enforceable under applicable law. However, if one or more provisions are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of the terms and conditions shall continue in full force and effect as if such invalid, illegal or unenforceable provision had never been contained therein. Moreover, if the Parties decide to amend the invalid, illegal or unenforceable provision(s), or any part thereof, and/or agree on a new provision, they should do so in such a way as to ensure that the new or amended provision embodies insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).
- 11.6 Any notice or other form of communication required under of these general and the specific conditions must be in writing and delivered to the receiving Party by hand through a reputable courier service or sent by fax with a confirmation report or by registered mail (return receipt requested).
- Any notice shall be considered to have been delivered to the recipient's address on the date of delivery if delivered in person, 3 working days following the mailing date if sent by registered mail, and upon receipt of a transmission report if sent by fax.
- 11.7 Neither Party can assign or transfer any of its rights or obligations under of these general and the specific conditions, in whole or in part, to any third party without the prior written consent of the other Party, and any assignment or transfer without such consent shall be deemed null and void. However, Wisemen shall be entitled to assign or transfer the Agreement, in whole or in part, to any other affiliate in the group of companies to which it belongs or in connection with the sale, transfer, merger, consolidation or any other disposition of all or substantially all of its assets or business, upon the provision of formal written notice to this effect to the Customer and provided such transfer or assignment does not adversely affect the Customer's rights.
- 11.8 Within a reasonable time prior to the issuance of news releases, articles, brochures, advertisements, and other information releases, concerning the Agreement and the performance thereunder, each Party shall obtain the written approval of the other Party concerning the content and timing of such issuance.
- 11.9 The Parties agree that execution of the Agreement by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each party hereby waives any right to raise any defence or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.
- 11.10 The person entering into an Agreement with Wisemen on behalf of a company or other (legal) entity warrants that he/she has the authority to validly bind such entity to the Contract.
- 11.11 These General Terms and Conditions, as well as the specific conditions and all agreements between the Parties are governed by Belgian law excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (whether Belgian, foreign or international).
- 11.12 All disputes that cannot be settled amicably shall be submitted to the jurisdiction of the Courts of Commerce of the judicial district of Antwerp, department of Hasselt (Belgium).

SPECIFIC CONDITIONS

I. SPECIFIC CONDITIONS: DESIGN AND DEVELOPMENT

Article 1 – Purpose and Definitions

- 1.1 These Specific Terms and Conditions are applicable to design and development services (as specified in the offer) provided by Wisemen to the Customer;
- 1.2 These Specific Terms and Conditions are supplementary to and should be read in conjunction with the "General Terms and Conditions".
- 1.3 The following definitions will be used:
1. **"Acceptance Criteria"** shall mean the evaluative criteria established by the Steering Committee pursuant to article 8.1 of these Specific Conditions, designed to verify that Wisemen is satisfying its obligations in accordance with the project schedule mentioned in article 5 of these Specific Conditions.
 2. **"Confidential Information"**: as defined in article 7 of the general terms and conditions.
 3. **"Products"** shall mean the products with the scope as defined in the offer and those products which the Parties mutually agree to add to this scope.
 4. **"Specifications"** shall mean a specification that is either (i) contained in the offer or (ii) a new specification specifically agreed to by the Customer.
 5. **"Steering Committee"** shall mean the committee established pursuant to article 8 of these Specific Conditions.
 6. **"Technology"** shall mean all designs, developments, improvements, enhancements and modifications to the Products and any related technological developments, know-how, methods, techniques, systems, designs, drawings, plans, specifications, diagrams, test tapes, software (whether in machine- or human-readable form), documentation, data and any other information conceived, created, first fixed in a tangible medium, first made, first used or first reduced to practice under this Agreement or in connection with the services, tasks or obligations which the Customer has engaged Wisemen to undertake on its behalf. All other background technology delivered to the Customer which Wisemen can prove was developed by or for Wisemen prior to the Agreement between the Parties shall not be considered Technology.

Article 2 – Services rendered by Wisemen

- 2.1 The Customer hereby agrees to retain Wisemen to provide design and development services related to the Products for the benefit of the Customer.
- 2.2 Wisemen agrees to take any steps necessary to engineer, design and develop the Products, as well as any modifications thereto, in accordance with the Specifications.

Article 3 – Obligations of the Parties

- 3.1 Wisemen shall with regard to the performance of the Agreement, provide all its know-how in order to perform the services in accordance with the rules of art, such as it fits a specialized and "good" service provider. Wisemen undertakes to perform these services accurately and faithfully, in a uniform and regular manner and with respect for the interests of the Customer.
- 3.2 Wisemen's obligations pursuant to this Agreement are obligations of means, unless when explicitly agreed otherwise in writing, in which case such obligations can constitute obligations of result (e.g. formal and fixed deliverables and/or deadlines in the offer). In case of doubt, the deliverables and/or deadlines shall always be considered obligations of means.
- 3.3 For the purpose of the successful performance, the Customer must provide all useful and necessary information, cooperation, facilities or infrastructure needed by Wisemen to carry out its

services. Wisemen will send a request regarding any such needs in a timely manner, in order to permit the Customer to execute the request. If the Customer does not provide such timely cooperation, any obligation of result automatically turns into obligation of means (e.g. fixed deadlines become indicative).

- 3.4 The Customer acknowledges that Wisemen uses the agile development method for its design and development services. Therefore, the Customer acknowledges that its cooperation and input is of vital importance for the performance of the Agreement by Wisemen and that the output of the services depends on that input by the Customer.
- 3.5 Parties will inform each other about any difficulty which may disrupt the punctual performance of the services and provide to each other any relevant information which can facilitate the performance of the services.
- 3.6 The Customer shall be responsible for compliance with the app store terms and conditions, even if Wisemen maintains the relationship with the app store. In no case shall Wisemen be liable to the Customer for the rejection of the app by the App Store. Wisemen shall however reasonably provide all its know-how in order to develop the application in conformity with applicable Terms & Conditions of the app store.

Article 4 – Project Budget & Scope extensions

- 4.1 The Customer shall be charged for all tasks performed by Wisemen as stipulated in the offer on the basis of the project budget set forth in the offer. Wisemen has the right to charge, during a project, the work performed up to that point. If Wisemen is - due to the late or non-delivery of complete, correct and clear data/materials from the Customer or a modified or incorrect command and/or briefing - forced to perform more or other work, Wisemen reserves the right to invoice these activities separately.
- 4.2 The Customer may from time to time request changes to the Specifications. In such a case, the Customer shall give Wisemen prior written notice to this effect. The Customer acknowledges that such changes may result (a) in additional delays as well as the alteration of designs, drawings, materials and other items used in the development process and, consequently, (b) in changes to costs or timetables. To the extent that any proposed addition or change to the Specifications would cause a material increase or decrease in the target prices, services or tasks to be performed by Wisemen, the Parties shall negotiate an appropriate amendment to the project budget and the detailed project schedule, as defined hereunder.
- 4.3 The Customer agrees to pay Wisemen for services rendered under this article an amount equal to the total cost of labour, materials, overhead and all other costs incurred for or reasonably allocated by Wisemen. The price will be agreed on during a Steering Committee meeting.

Article 5 – Project Schedule

- 5.1 The Parties have mutually established a non-binding project schedule (as in the offer). Any amendment or modification to this schedule must be in writing and signed by the Steering Committee.
- 5.2 Wisemen strives to deliver the deliverables as described in, and, in accordance with the deadlines as set out in the project schedule. The deadlines are to be considered indications/estimations, unless when explicitly agreed otherwise.

Article 6 – Acceptance

- 6.1 The applicable acceptance criteria will be defined by Parties in the offer.
- 6.2 Unless expressly agreed otherwise, the deliverables are deemed accepted by the Customer when he/she does not disputes the acceptance within seven calendar days (in writing). This term commences when Wisemen makes the deliverables or services available (electronically). When the deliverables are made available to the Customer at different points in time (e.g. based on different milestones/deadlines), each deliverable has its own acceptance term.
- 6.3 If the Customer disputes the acceptance, Wisemen will examine the dispute, and (when well-founded), will strive to solve all reported issues in due time.

- 6.4 The Products will be considered to comply with the acceptance criteria of the Customer if the Products substantially conform to the acceptance criteria.

Article 7 – Subcontractors

- 7.1 The Customer must approve in writing and in advance all subcontractors which Wisemen proposes to perform its obligations if the total value of the work to be performed by any such subcontractor exceeds half of the price to be paid for the project. Under no circumstances shall the Customer be held responsible for any orders placed or commitments made to such subcontractors in the absence of its specific written approval. All subcontracts, orders and commitments shall contain cancellation provisions consistent with the provisions of the offer and these Specific Conditions and otherwise acceptable to the Customer.

Article 8 – Steering Committee

- 8.1 In the offer, each Party shall appoint at least 1 individual to sit on the Steering Committee. This committee shall monitor the performance of Wisemen under these Specific Conditions and the offer and decide on requests for changes to the Agreement between the Parties.
- 8.2 The Steering Committee shall meet (in person or by phone) in order to review the (acceptance) request(s) submitted by one of the Parties and approve the same requests, in whole or in part. Any decision by the Steering Committee shall be taken unanimously. If a request is refused, in whole or in part, the refusal must be accompanied by a statement setting forth the reasons therefore. The Parties shall continue to perform their obligations under these Specific Conditions and the offer pending the resolution of any disputed request.

Article 9 – Payment

- 9.1 If the Steering Committee approves an acceptance request (pursuant to article 8.2), in whole or in part, the Customer shall pay the approved amount within ten (10) days of receipt of an invoice from Wisemen. Article 4 of the general terms and conditions will apply.

Article 10 – Accounts

- 10.1 Wisemen shall keep and maintain, in accordance with Belgian generally accepted accounting principles, accounts and other records with respect to costs and any other amounts charged to the Customer.

Article 11 – Termination

- 11.1 The Agreement between Parties may be terminated by either Party by providing written notice to the other Party: (i) if the other Party is in breach of a material term or condition of the general and/or specific conditions and fails to remedy the situation within 30 days after receiving a written request to this effect; effective immediately, (ii) if the other Party should be declared insolvent or bankrupt or make an assignment or other arrangement for the benefit of its creditors, (iii) in case of intellectual property infringement or breach of the confidentiality obligations, (iv) in case of unauthorized or illegal use of the services.
- 11.2 Termination pursuant to this provision shall be effected by delivery by the terminating Party to the other Party of a notice of termination (the "Notice of Termination") specifying the effective date and extent of the termination.
- 11.3 Upon termination of this Agreement (for whatsoever reason):
- All sums owed to Wisemen for the work performed and the costs incurred shall become due and payable, except if the termination is due to a material breach of the Agreement by Wisemen;
 - Wisemen will provide all developments and documentation to the Customer in their current state (for which the Customer has already paid in full); and,
 - Each Party will cease to use or destroy the other Party's Confidential Information and Intellectual Property Rights, except as included in the Deliverables for which the Customer has paid in full.

II. SPECIFIC CONDITIONS: CONSULTANCY & CREATIVE SERVICES

Article 1 – Purpose

- 1.1 These Specific Terms and Conditions govern the specific provisions for consultancy and/or strategy services (as specified in the offer) provided by Wisemen to the Customer.
- 1.2 These Specific Terms and Conditions are supplementary to and should be read in conjunction with the “General Conditions”.

Article 2 – Consultancy & Prohibited posting

- 2.1 Wisemen shall only engage persons in consultancy services who have the necessary training, knowledge and experience for the practical and technical realization of the services in order to execute the Agreement properly and to the complete satisfaction of the Customer.
- 2.2 It is expressly agreed and acknowledged between Parties that the provision of these services do not create any bond of subordination between the Customer and the Wisemen appointee/subcontractor performing these services.
- 2.3 The Customer may only give instructions to Wisemen's appointee/subcontractor for the purpose of the execution of the Agreement. The Parties explicitly agree that the given instructions shall in no way undermine Wisemen's authority as an employer.
- 2.4 The Customer shall monitor the health and safety measures of the Wisemen appointee/subcontractors involved in the execution of the consultancy project or assignment. In this respect, the Customer shall take all appropriate preventive measures in accordance with the Act of 4 August 1996 on the well-being of employees during the execution of a project or order. The Customer will ensure, among other things, that the appointee/subcontractor of Wisemen is informed of all provisions of the Act of 4 August 1996 on the well-being of employees and its implementing decrees and of the provisions of the Code on Well-being at Work for the execution of the projects or assignments.
- 2.5 If the Customer does not or not adequately comply with the aforementioned obligations, Wisemen may in all cases, after formal notice, take the necessary measures at the expense of the Customer.
- 2.6 The Customer will be responsible with regard to the deliverables of Wisemen's appointee/subcontractor and for the validation of these deliverables. The Customer hereby fully indemnifies Wisemen in this regard.

Article 3 – Obligations of the Parties

- 3.1 Wisemen's obligations pursuant to this Agreement are obligations of means, unless when explicitly agreed otherwise in writing, in which case such obligations can constitute obligations of result
- 3.2 Wisemen shall take all reasonable steps to provide the Customer with the most complete and accurate information possible, however, without any guarantee in this regard.
- 3.3 The agreement between the Parties within the framework of the services is always entered into for the duration as specified in the offer.
- 3.4 The Customer acknowledges that Wisemen offers creative services and that the output and implementation of the Services depends on the input, cooperation and implementation by the Customer. Therefore, Wisemen cannot guarantee that the Services will serve the exact or specific result intended by the Customer. The Customer cannot derive any rights from certain calculations or predictions made by Wisemen with regard to its Services, nor shall Wisemen be liable if the estimated calculations are not realized by the Customer by implementing the Wisemen products and/or services.
- 3.5 It is possible that during the consultancy services, Wisemen manages certain digital tools of and/or for the Customer and therewith sets out (the basis) of the strategy of its consultancy services. The Customer acknowledges that this strategy is to be understood as Confidential Information, as set forth in article 7 of the General Terms & Conditions with all the rights and obligations that follow from the aforementioned clause.

Article 4 – Intellectual Property

- 4.1 Unless expressly agreed otherwise in writing, Wisemen and/or its appointee/employee retain all copyright or other rights on the concepts, reports and/or products created during the performance of the services.

Article 5 – Price and Payment

- 5.1 The price for any consultancy services ordered is set out in the offer.
- 5.2 Unless expressly agreed otherwise, Wisemen shall invoice the Customer partially in advance and partially upon delivery for the Consultancy Services and/or Strategy Services.
- 5.3 Article 4 of the General Terms and Conditions is applicable.

III. SPECIFIC CONDITIONS: MAINTENANCE AND SUPPORT

Article 1 – Purpose

- 1.1 These Terms and Conditions govern the specific provisions for Maintenance and Support Services (as specified in the offer) provided by Wisemen to the Customer.
- 1.2 These Terms and Conditions are supplementary to and should be read in conjunction with the "General Conditions".

Article 2 – Quality of Services

- 2.1 Wisemen warrants to the Customer that:
- (a) it shall obtain and maintain in force for the Maintenance and Support Services Term all licenses, permissions, authorizations, consents and permits needed to provide the Maintenance and Support Services in accordance with the terms of the Agreement;
 - (b) Wisemen shall perform the Maintenance and Support Services with reasonable care and skill and in accordance with generally recognized commercial practices and standards in the relevant industry for similar services;
 - (c) and the Maintenance and Support Services shall be provided in accordance with all applicable legislation from time to time in force, and Wisemen shall inform the Customer as soon as it becomes aware of any changes in that legislation.
- 2.2 The provisions of this clause 2 shall survive any performance, acceptance or payment in the project and shall extend to any substituted or remedial services provided by Wisemen.

Article 3 – Supplier's Obligations and Responsibilities

- 3.1 Wisemen shall:
- (a) provide the Maintenance and Support Services to the Customer in accordance with the terms of these specific conditions and any service levels or performance milestones set out in the offer;
 - (b) use commercially reasonable efforts to seek to improve the performance of the Maintenance and Support Services.
 - (c) cooperate with the Customer in all matters relating to the Maintenance and Support Services;
 - (d) promptly inform the Customer of the absence (or anticipated absence) of the services team, if it may have an impact on the supply of Maintenance and Support Services;
 - (e) ensure that the services team use reasonable skill and care in the performance of the Maintenance and Support Services;
 - (f) provide second level support towards the Customers and its End Users for all requests relating to the Maintenance and Support Services.

Article 4 – Customer's Obligations and Responsibilities

- 4.1 The Customer shall:
- (a) co-operate with Wisemen in all matters relating to the Maintenance and Support Services;

- (b) provide remote access in order to enable Wisemen to deliver Support Services remotely. Both Parties shall agree on type of implementation of the remote connection before starting to render any services;
- (c) provide any access to the Customer's premises and other facilities as may reasonably be requested by Wisemen and agreed with the Customer in advance, for the purposes of providing the Maintenance and Support Services;
- (d) provide any information that Wisemen reasonably requests and the Customer considers reasonably necessary, in order to carry out the Maintenance and Support Services, in a timely manner, and use reasonable endeavors to ensure that it is accurate in all material respects;
- (e) inform Wisemen of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;
- (f) provide first level support towards the End Users as the customer facing entity and act as a first point of contact for End Users.

Article 5 – Price and Payment

- 5.1 The price for Maintenance and Support Services ordered is set out in the offer.
- 5.2 Wisemen shall invoice the Customer periodically and in advance for the Maintenance and Support Services.
- 5.3 Article 4 of the general terms and conditions is applicable.

Article 6 – Change Control

- 6.1 The Customer and the Services Manager shall meet at least annually to discuss matters relating to the Maintenance and Support Services.
- 6.2 If either Party wishes to change the scope or execution of the Maintenance and Support Services it shall submit a change notice to the other Party and Wisemen shall, within a reasonable time and in any event no later than 10 Days following receipt or delivery of the change notice, provide a written estimate to the Customer containing:
 - (a) the likely time required to implement the change;
 - (b) a full and detailed breakdown of any price increase or decrease;
 - (c) and details of any other impacts of the change (a change response).
- 6.3 On receipt of a change response, the Customer may within 5 days
 - (a) agree to any price alteration, and place an order based on the revision;
 - (b) or decline any price alteration, and purchase the Maintenance and Support Services at the Services purchase order Price in accordance with the original Services purchase order.
- 6.4 if the Customer, in accordance with clause 6.3(b), rejects the proposals of Wisemen set out in their change response, the change notice does not invalidate or supersede the original Services purchase order. In such circumstances, a reasonable time extension will be permitted to Wisemen, if the Customer has caused delay to the commencement of the original Services purchase order in deciding whether to implement the request for Change.
- 6.5 The Customer shall have the right to change the Maintenance and Support Services by written notice to the other Party at least three (3) months prior to the expiration of each one (1) year period.