

CRANIUM

CRANIUM Terms and Conditions

Last updated: 14/09/2024

1. DEFINITIONS

In these Terms and Conditions, the following words and expressions shall have the following meaning:

Agreement: these Terms and Conditions, together with the signed or otherwise agreed Proposal(s) and any agreed schedules or amendments (regardless of the format) to such Proposal(s) (as applicable) as concluded between the CLIENT and CRANIUM (hereinafter together referred to as "PARTIES" or separately as "PARTY"). In any case and notwithstanding any clause to the contrary, where agreements with more than one CRANIUM entity are concluded, they will be each deemed separate Agreements.

Business Partner: a dedicated point of contact within the respective organisations of CRANIUM and the CLIENT.

CRANIUM: means CRANIUM Belgium NV with company number 0645.867.372, with registered office at Excelsiorlaan 43/3, 1930 Zaventem, Belgium

Client: Natural or legal person with whom CRANIUM enters into an agreement for Services.

Courses: the courses CRANIUM provides via CRANIUM Campus. These courses can be both digital and on-site.

Intellectual Property Rights: all industrial and intellectual property rights, including, but not limited to copyright and neighboring rights, software protection rights, database rights, trademarks, design rights, patents, utility models, supplementary protection certificates, right in know-how and trade secrets, domain names and any other intellectual property right, whether registered or not, including applications, and all rights and forms of protection having equivalent or similar effect, recognized under the laws of each and every jurisdiction in any part of the world.

CRANIUM Personnel or Personnel of CRANIUM: the shareholders, directors, managers, employees, agents and/or self-employed consultants to be deployed by and working under the responsibility of CRANIUM for the provision of the Services.

Services: the services as set out in the Proposal or Course description.

Proposal: a document or file (regardless of format and including mail) setting out the specific terms and full description of the Services and pricing, including any schedules and Appendices attached to that Proposal, such as the Project Initiation Document (if applicable). For the avoidance of doubt, any current as well as any later signed or otherwise accepted Proposal between the PARTIES with respect to the Services shall be part of the Agreement with the scope, term and pricing as defined therein.

Project Initiation Document: If applicable, a document including practical arrangements agreed upon between PARTIES with regard to the performance of the Services.

Registration: the act by which the Client registers to enroll in a Course.

2. APPLICABILITY AND ENTIRE AGREEMENT

2.1. With the exclusion in any case of any third party or CLIENT terms and conditions, these Terms and Conditions apply to all CRANIUM Services.

2.2. The Agreement constitutes the entire agreement between the CLIENT and CRANIUM, and supersedes all other verbal and written representations, or agreements relating to the Services performed under this Agreement. Without prejudice to article 8, no variation to the Agreement shall be effective unless

it is documented in writing and signed by authorized representatives of both PARTIES.

- 2.3. These Terms and Conditions will take precedence over any other terms and conditions, or any other document issued by the CLIENT. The CLIENT agrees to waive its own general and specific terms and conditions, even where it is stated therein that only those conditions may apply and even if such terms and conditions were not protested by CRANIUM.
- 2.4. In the event a Proposal explicitly grants certain rights to any third parties such as CLIENT affiliates ("**Third Party Beneficiaries**"), CLIENT warrants that the Third Party Beneficiaries shall comply with the obligations related thereto under the Agreement, including any licensing terms. In no case will a Third Party Beneficiary be granted more rights than those granted to the CLIENT.
- 2.5. The Agreement is established as from (i) the moment CRANIUM receives the Proposal signed or otherwise accepted by the CLIENT or, if this were to happen sooner (ii) the moment CRANIUM starts the execution of the Services upon explicit request of the CLIENT.
- 2.6. In case of conflict or inconsistency between the terms of the Agreement the following order of precedence will be applied, the document higher in the order of precedence will prevail and represent the binding obligation on the PARTIES: (i) Proposal(s) and any agreed schedules and amendments attached thereto; (ii) Terms and Conditions.

3. SERVICES

3.1. General

3.1.1. The CLIENT wishes to entrust CRANIUM with the performance of certain Services within its company. CRANIUM accepts this assignment. The precise description of these Services and the prices are included in the Proposal.

3.1.2. The CLIENT and CRANIUM will each designate a dedicated point of contact within their respective organisations, which person shall act as the Business Partner and who is given the task of coordination of the reception, respectively the delivery of the Services.

3.2. Courses

3.2.1. The CLIENT wishes to entrust CRANIUM with the organisation of the Course(s). CRANIUM accepts this assignment. The precise description of these Courses and the prices are included in the Registration, Proposal or Course description.

3.2.2. CRANIUM CAMPUS reserves the right to determine which staff members or external providers it involves in the provision of Courses.

3.2.3. CRANIUM CAMPUS reserves the right to change the staff members or external providers who will provide the Courses or the location of the Courses, even after the Agreement. The CLIENT will not be entitled to any compensation if this occurs.

4. Personnel

4.1. CRANIUM reserves the right to determine which staff members or external providers it involves in the provision of Services, as well as to replace the staff member(s) or external provider(s) during the assignment. In case of replacement of

staff member(s) during the assignment CRANIUM will arrange a proper handover, however, without the right for the CLIENT to claim any compensation or additional costs for CRANIUM.

4.2. This Agreement does not involve any subordination relationship between the CRANIUM Personnel and the CLIENT. As a result, the CRANIUM Personnel can never be considered employees of the CLIENT.

4.3. In accordance with Article 31 §1 of the Act of 24 July 1987 regarding temporary work, temporary agency work and hiring out of workers for the benefit of users, the CLIENT, its employees or agents shall not give instructions to CRANIUM Personnel and must refrain from exercising any form of authority over the CRANIUM Personnel. The consequences of a breach of this PROHIBITION shall be for the account of the CLIENT.

4.4. The PARTIES expressly accept and acknowledge that the relationship established between them is a relationship of two independent legal entities. The PARTIES shall comply with all legal, social, fiscal and commercial obligations applicable to independent companies.

4.5. It is explicitly agreed that the Personnel of CRANIUM exclusively remains an officer or employee of CRANIUM for the entire duration of this Agreement. CRANIUM, however, accepts that the CLIENT is entitled to provide the following exhaustively listed operational instructions to the CRANIUM Personnel regarding the content of the Services to be performed as part of this Agreement within the framework of the said Act:

- Instructions required for the CRANIUM Personnel for the effective performance of the Services as well as for an efficient collaboration between the CLIENT and CRANIUM;

- The CLIENT is entitled, in consultation with CRANIUM, to determine the planning of the work to be performed;
- The CLIENT is entitled to give instructions with regard to the working time schedules as applicable within the CLIENT's organisation (including breaks, holiday arrangements, etc.) and the daily performance of the Services such as:
 - Instructions with regard to the internal organisation of the CLIENT (e.g. use of parking lots, IT-security, access control, use of hard- and software, password, etc.);
 - Guidelines necessary for the proper and qualitative performance of the Services agreed between the CLIENT and CRANIUM.
- The CLIENT shall be permitted to give instructions to the CRANIUM Personnel with respect to opening- and closing hours of the premises and/or access to the premises where the Services need to be delivered;
- In addition, the CLIENT is entitled to give instructions to the CRANIUM Personnel with respect to its obligations regarding health and safety at work.
- The CLIENT is entitled to ask the CRANIUM Personnel to communicate their absences. The absences will be communicated to the CLIENT in accordance with the modalities agreed with the CRANIUM Business Partner. Absence for reasons of inability to work or force majeure shall be communicated immediately by CRANIUM without delay. Such obligations are provided to enable the CLIENT to timely take the necessary measures to ensure the continuity of the Services and eventually to replace the CRANIUM Personnel according to article 4.1.
- If it is required for the proper performance of the Services that the CRANIUM Personnel follows specific trainings, the CLIENT shall discuss this with CRANIUM. CRANIUM shall – to the extent it considers the trainings required

- take the necessary measures towards the CRANIUM Personnel and discuss the extra cost with the CLIENT;
- The CLIENT shall be entitled to give the CRANIUM Personnel such directions required to enable the CLIENT to comply with its legal and regulatory obligations;
- The CLIENT shall also be entitled to give instructions of a technical nature regarding the use of infrastructure, with a view of ensuring the safety and the continuity within the company.

5. RESPONSIBILITIES OF CRANIUM

- 5.1. CRANIUM undertakes to perform the Services i) in a professional manner, with reasonable care and skill and in accordance with all laws applicable to CRANIUM; ii) provide the Services on the basis of and within the limits determined by the CLIENT data provided by the CLIENT. In doing so, CRANIUM is entitled to trust the accuracy, completeness and legality of such CLIENT data provided in the agreed time frame by the CLIENT.
- 5.2. The PARTIES agree that CRANIUM is retained under this Agreement as an independent CONTRACTOR, and nothing in this Agreement and the way that the Agreement will be performed and will operate, shall be construed or interpreted as creating any other relationship. CRANIUM will perform the Services in an independent and autonomous manner and in the way that CRANIUM deems fit.
- 5.3. The CLIENT acknowledges that CRANIUM does not make any warranties or representations in relation to the provision of services under this Agreement, including as to their performance, fitness for purpose or satisfactory quality, except as set out explicitly in this Agreement and/or in a Proposal.

5.4. The Services provided by CRANIUM will be based upon the facts (including the legal context) and circumstances in effect at the time the Services are provided. CRANIUM is not deemed to have knowledge of or information from previous assignments at the CLIENT, unless this is expressly stated in the Agreement. Subsequent changes in or to the foregoing may result in the Services provided by CRANIUM being subject to revision. CRANIUM has no responsibility to spontaneously inform the CLIENT, or to update or revise its advice or reports on the basis of facts and circumstances occurring after the date of its report/advice.

5.5. In formulating any advice as part of the Services, CRANIUM may discuss ideas with the CLIENT verbally or submit to the CLIENT drafts of advice or reports. To the extent that the content of such drafts or verbal advice is inherently subject to finalization and/or confirmation in writing, the final written advice, report or memorandum shall supersede any previous drafts or verbal advice and, accordingly, CRANIUM shall not be responsible if the CLIENT or others choose to rely on, act or refrain from acting on the basis of such drafts or verbal advice.

6. RESPONSIBILITIES OF THE CLIENT

6.1. The CLIENT shall cooperate with CRANIUM in the performance of the Services, including, without limitation, providing CRANIUM with reasonable facilities and timely access to documentation, data, information and personnel of the CLIENT, cooperate actively and use the planned/booked days within the foreseen period. The CLIENT shall be responsible for the performance and acts of its personnel and agents, for amongst others the timeliness, accuracy, quality, legality and completeness of all documentation, data and information provided to CRANIUM by

or on behalf of the CLIENT and for the implementation of any advice provided by CRANIUM as part of the Services. CRANIUM may use and rely on information and data furnished by the CLIENT without further verification. If the information provided is based on hypotheses and/or assumptions, the CLIENT shall substantiate these sufficiently and objectively. The CLIENT shall immediately inform CRANIUM of all changes to the information provided.

6.2. CRANIUM's performance shall be dependent upon the timely performance of the CLIENT's responsibilities hereunder and upon timely decisions and approvals of the CLIENT in connection with the Services. CRANIUM shall be entitled to rely on all decisions and approvals of the CLIENT.

6.3. The CLIENT moreover undertakes to (i) perform the Agreement in accordance with applicable laws; (ii) formulate its needs accurately and completely and inform in a timely manner (period specified in the Project Initiation Document) CRANIUM of the practices or requirements specific to the activity of the CLIENT; (v) communicate to CRANIUM immediately any error, omission or non-compliance that it has identified in the Services provided (vi) notify CRANIUM of any difficulties that may be identified during the provision of the Services and that may impact the contractual obligations of either PARTY.

6.4. Except as otherwise provided in a Proposal, the CLIENT shall be solely responsible for, among other things: (A) making all management decisions and performing all management functions; (B) designating one or more individuals with suitable skills, knowledge, and/or experience, preferably from the CLIENT's senior management, to oversee the Services and to act as Business Partner; (C)

evaluating the adequacy and results of the Services; (D) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

7. NON-PERFORMANCE/DELAY OR TERMINATION

7.1. Services

7.1.1. In the event that the performance of the Services is delayed wholly or in part due to the CLIENT and this delay was not communicated by the CLIENT to CRANIUM with timely notice at least 10 working days before the scheduled execution, CRANIUM shall have the option to (i) suspend the Services without penalty or (ii) terminate the Services in their entirety without penalty.

7.1.2. In the event of suspension, or termination in accordance with article 6.1, CRANIUM shall invoice the CLIENT and the CLIENT shall pay CRANIUM an amount in accordance with (i) all work performed and all materials provided prior to date of suspension, or termination on a time and materials basis or fixed price at CRANIUM's rates for the Services as agreed between PARTIES in the Proposal and (ii) the fees attributable to the remaining days/services agreed upon in the Proposal and which, as a result of the suspension, or termination in accordance with article 6.1, have not yet been completed.

7.1.3. A PARTY is under no circumstances liable for exceeding a term where this is attributable to the other PARTY or force majeure.

7.1.4. In addition to that CRANIUM holds the right to invoice and the CLIENT shall pay CRANIUM compensation for other costs incurred by CRANIUM, arising from the suspension or termination.

7.2. Courses

7.2.1. Cancellations by the CLIENT will be accepted free of charge up to 3 weeks before the date of the Course in question. For later cancellations, the full registration fee shall be payable by the CLIENT. Cancellations must be made by email to the attention of campus@cranium.eu.

7.2.2. If certain documentation, digital or otherwise, were already made available in preparation for or as part of the Course, the full registration fee shall remain due.

7.2.3. CLIENTS shall be entitled to replace a participant registered for a Course by another person, if this has been notified to CRANIUM at least 1 working day before the start of the course and this person meets the admission criteria, if applicable. Substitution at or after the start of the Course is not permitted. There is no additional charge for such replacement.

7.2.4. If the CLIENT is unable to attend the course due to illness, they must inform CRANIUM of the absence before the start of the course (before 9 am). Such cancellation due to illness by the CLIENT shall be free of charge if the CLIENT can submit a valid absence certificate to CRANIUM at the latest 5 days after the cancellation due to illness. In the absence of such a certificate of absence, the CLIENT agrees to pay €300.

7.2.5. CRANIUM reserves the right to cancel on-site Courses. In case of cancellation due to insufficient enrolments, CLIENT will be informed as soon as possible. If an alternative cannot be offered, Course fees already paid will be refunded without any right to claim additional compensation.

7.2.6. In case of cancellation due to force majeure, the CLIENT will be informed as soon as possible. The CLIENT cannot claim any compensation for this.

8. DURATION AND TERMINATION OF THE AGREEMENT

8.1. Unless stated otherwise in the Proposal, the Agreement is deemed to be concluded for an indefinite duration.

8.2. In absence of specific provisions, the Services shall commence upon receipt of the signed Proposal. All services rendered and costs incurred shall be invoiced from that date.

8.3. The Agreement of indefinite duration may at any time, without cause, and without indemnity, be terminated by either PARTY, without recourse to a court, by giving one (1) month written notice of termination to the other PARTY. Fixed term agreements cannot be terminated early, unless otherwise agreed between PARTIES. Notice of termination must be given to the other PARTY by registered letter and email to the Business Partner or other contact person (in absence of Business Partner).

8.4. Either PARTY shall have the right, without prejudice to any other rights or remedies available to a PARTY, to terminate the Agreement by registered letter, without recourse to a court, with immediate effect and without indemnity, charges or notice period:

(a) In case of breach by the other PARTY of a material term or condition of the Agreement or in case of serious, continuous or repeated breach of other terms and conditions thereof, such breach seriously disturbing confidence in the relationship between the PARTIES and thus making any further

cooperation between the PARTIES reasonably impossible;

- (b) In case of breach of a non-material term or condition of the Agreement, which breach is not cured by the breaching PARTY within twenty (20) business days of receiving a notice requesting it to remedy the breach;
 - (c) If the other PARTY, ceases or threatens to cease to carry on business as a going concern, becomes insolvent, is declared bankrupt, enters into liquidation or winding-up (except if the winding-up and liquidation is part of a group internal restructuring with the activities of that PARTY being continued by an affiliated company of that PARTY which is in good standing), has a receiver, trustee, administrator, liquidator or similar officer appointed to it or to its assets or files for composition with its creditors; or
 - (d) If a force majeure event lasts longer than one (1) month.
- 8.5. Within thirty (30) days of such termination, each PARTY will return all confidential information of the other PARTY in its possession and will not make or retain any copies of such confidential information except as required to comply with any applicable legal or accounting record keeping requirement.
- 8.6. In the event that the Agreement is unilaterally terminated without observing the notice period or, if applicable, in case of early unilateral termination by the CLIENT, the CLIENT will owe CRANIUM a fee in accordance with the Proposal for the Services provided, the costs incurred up to and including the termination date and an additional fee for resources planned under the Proposal for a duration of one (1) month succeeding the effective termination. The PARTIES agree that the aforesaid early termination fee is a genuine and reasonable pre-estimate of at least part of CRANIUM's loss if this

section applies, but is not necessarily an adequate or complete remedy. Amounts charged by CRANIUM in connection with Services already performed prior to termination shall be immediately due and payable at the time of termination.

- 8.7. To the fullest extent permitted by law the following clauses of these Terms and Conditions shall survive expiry or termination of the Agreement: price and invoicing, license and proprietary ownership, confidentiality, limitations of liability, non-solicitation, jurisdiction, governing law and other terms, by their nature.

9. PRICE AND INVOICING

- 9.1. The prices for the Services are detailed in the relevant Proposal. Unless otherwise stated in the Proposal, these are non-refundable. All prices are expressed in Euro and are exclusive of VAT. Any discount granted is one time only and does not create any rights in the future.
- 9.2. Transportation costs will be charged at the CRANIUM Personnel's hourly pro rata rate. For the performance of Services abroad other travel expenses (hotel, flights, restaurant, taxi, etc.) will, after having obtained prior written approval of the CLIENT, be separately charged at actual price to the CLIENT on submission of vouchers or receipts.
- 9.3. Unless stated otherwise in the Proposal, all agreed prices are in principle only valid for the relevant Proposal as a specific agreement including the corresponding Services and term. Unless stated otherwise in the Proposal, all agreed prices, amounting to 80% of the final price, may be increased yearly for valid reasons including to cover objectively observable rising operating costs, such as but not limited to

employment costs, costs of freelancers, suppliers or other relevant CRANIUM actual expenses or costs. Any parameter for price increase shall apply only to that part of the price corresponding to the costs it represents. CRANIUM shall notify the CLIENT of its intention to increase the price in a timely manner, after which the PARTIES shall discuss the increase and, if applicable, apply at the start of a period to be determined in mutual agreement.

- 9.4. In addition, CRANIUM retains the right to adjust the prices for all services under the Agreement in the event of: a) a change in the scope of the Services; b) a change in the applicable laws that impose new obligations on the CLIENT and/or CRANIUM.
- 9.5. Invoices are payable within thirty (30) calendar days as of the invoice date. Any sum(s) unpaid by the due date and not disputed in good faith, is (are) increased immediately and without notice with a late payment interest calculated on the basis of the applicable interest rate under the Law of 2 August 2002 for the avoidance of payment delay in commercial transactions. On top of this interest, CRANIUM is also entitled to a fixed compensation of 15% on the outstanding amounts with a minimum of 175 EUR. These rights apply without prejudice to the right of CRANIUM to claim compensation for damages and costs (e.g. collection costs) caused directly or indirectly by the late/non-payment, provided the higher actual damage suffered can be proven. Unless protested within fifteen (15) calendar days after invoice, an invoice shall be deemed accepted.
- 9.6. In case the CLIENT does not comply with its payment obligations under the Agreement, CRANIUM is entitled i) to require the payment of advances from the CLIENT, ii) to not initiate, to suspend and/or

terminate the Services, in whole or in part, at CRANIUM's election upon written notice. Conditions as set out under section 6 Delay will be applicable in case of such suspension or termination.

- 9.7. The CLIENT acknowledges and accepts that delays or a phased roll-out (not in accordance with the Proposal) can have an impact on prices and delivery times, and can lead to a complete interruption of the Services until the resources can be reallocated.
- 9.8. For Courses, the timely and correct submission of a project application to the SME Portfolio ("KMO Portefeuille"), as well as the timely and correct execution of all steps to complete the project file for timely payment to CRANIUM, are entirely and solely the responsibility of the CLIENT. Any application under KMO Portfolio which does not comply with the relevant criteria including those set out by SME Portfolio, shall be rejected by CRANIUM. The terms of SME Portfolio do not affect or hinder in any way the application of CRANIUM payment terms. Failure to obtain the SME Portfolio grant does not affect the Agreement between the CLIENT and CRANIUM.

10. INTELLECTUAL PROPERTY

- 10.1. For the purposes of this Agreement, "Work Products" shall mean all works, products, documentation and drawings which are created by CRANIUM specifically for the CLIENT as part of the Services, but shall not include any third-party software or related documentation licensed directly to CRANIUM or to the CLIENT from a third party, or any modifications, enhancements or derivatives to such third-party software.
- 10.2. All documentation, templates, schedules, guidelines, protocols, policies, standards

and such other documentation developed by CRANIUM and made available to the CLIENT as part of the Course, shall remain the sole property of CRANIUM, and the CLIENT, when making use of such documentation, shall at no time obtain any Intellectual Property Rights on such CRANIUM documentation.

10.3. All documentation, templates, schedules, guidelines, protocols, policies, standards and such other documentation developed by CRANIUM in the course of its business and made available to the CLIENT as part of the Services, shall remain the sole property of CRANIUM, and the CLIENT, when making use of such documentation, shall at no time obtain any Intellectual Property Rights on such CRANIUM documentation.

10.4. As regards the Work Products delivered by CRANIUM, and except as otherwise provided in the Proposal, CRANIUM hereby grants to the CLIENT a non-exclusive, royalty-free, worldwide, perpetual, non-transferable license to use, reproduce, distribute and modify the Work Products for the CLIENT's internal business purposes. This license is contingent upon the CLIENT's full and final payment of any fees and costs invoiced by CRANIUM to the CLIENT hereunder in relation to the performance of the Services. To the extent that CRANIUM uses any of its intellectual or other property in connection with the performance of its Services, CRANIUM shall retain all right, title and interest in and to such (intellectual) property, and, except for the license expressly granted in this section, the CLIENT shall acquire no right, title or interest in or to such intellectual property.

10.5. Notwithstanding anything to the contrary in this section or the section with respect to confidentiality, the CLIENT acknowledges that CRANIUM, in connection with performing the Services, may develop or

acquire general experience, skills, knowledge, and ideas that are retained in the memory of the CRANIUM Personnel. The CLIENT acknowledges and agrees that CRANIUM may use and disclose such experiences, skills, knowledge and ideas in the normal course of its business.

10.6. Any Intellectual Property Rights and proprietary rights in the material provided by the CLIENT for performing the Services shall remain the property of the CLIENT.

11. CONFIDENTIALITY

11.1. For the purposes of this Agreement, confidential information means (i) information that is marked by the PARTIES as "confidential"; and (ii) information relating to the PARTIES' operations and business, which by its nature is to be reasonably considered as confidential or company sensitive; (iii) and/or the terms and provisions of this Agreement.

Confidential information shall not include information which: (i) shall have become publicly available other than as a result of disclosure by the receiving PARTY in breach hereof; (ii) was disclosed to the receiving PARTY on a non-confidential basis from a source other than the disclosing PARTY; (iii) is developed by the receiving PARTY independently of, or was known by the receiving PARTY prior to, any disclosure of such information made by the disclosing PARTY.

11.2. To the extent that, in connection with this Agreement, a PARTY comes into possession of any proprietary or confidential information of the other PARTY, that PARTY agrees to use the confidential information of the other PARTY solely for the purposes of this Agreement, and to not disclose such confidential information to any third PARTY, except (i) with the written consent

of the other PARTY, (ii) if it must be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, (iii) to a PARTY's professional advisers, statutory auditors and/or insurers, on a strictly "need to know basis" and provided that such entities shall be made aware of the confidential nature and shall keep this information strictly confidential, and (iv) in the event that this is required to enforce a PARTY's rights under this Agreement or (v) for the purpose of any judicial proceedings. In case (ii) - (v), the disclosing PARTY shall in any case undertake to give timely prior notice of such disclosure to the other PARTY..

11.3. Each PARTY shall maintain the confidential information of the other PARTY in confidence using at least the same degree of care as it employs in maintaining confidential its own proprietary and confidential information, but in no event less than a reasonable degree of care.

11.4. The PARTIES undertake to limit the disclosure of and access to confidential information to their affiliates, directors, managing directors, employees, subcontractors, agents and/or external advisors (i) who are directly involved in the execution of the Agreement, (ii) for whom the confidential information is crucial in context of this Agreement and (iii) provided that they are bound by a confidentiality obligation substantially similar to the provisions of this Article.

12. PROCESSING OF PERSONAL DATA

12.1. The PARTIES acknowledge that personal data may be processed by CRANIUM as a controller in connection with the provision of the Services. As such, CRANIUM will

process the received personal data in accordance with applicable data protection laws and regulations and CRANIUM's privacy statement which can be found through the following link <https://www.cranium.eu/privacy-policy/>.

12.2. The CLIENT warrants that personal data which it transfers to CRANIUM in connection with the execution of the Services is/will be processed by the CLIENT in accordance with the provisions and principles of applicable data protection laws and any other applicable legal regulation.

12.3. The received personal data can be communicated to and used by other CRANIUM entities, CRANIUM service providers and competent authorities in view of the provision of the Services, compliance and regulatory requirements, risk management, the client and relation management. Personal data may also be disclosed to and processed by other third parties to the extent reasonably necessary in connection with the aforementioned purposes.

12.4. If CRANIUM acts as processor in connection with the execution of the Services CRANIUM will attach a data processing agreement to the Agreement and will process personal data on behalf and on written instructions of the CLIENT, in compliance with the provisions of the data processing agreement and applicable data protection laws and regulations.

13. PUBLICITY

CRANIUM may include the Client in its client list. In addition, CRANIUM may publish a brief description of the Services provided and use the name, brand and logo of the CLIENT for publicity, sales purposes and PR activities. In no event,

however, may the brief description result in a breach of the confidentiality obligation as defined in article 11.

14. NON-SOLICITATION

14.1. During this Agreement and the performance of the Services and for a period of twelve (12) months after the Agreement has taken an end, the CLIENT warrants and agrees that it shall not, except with the prior written consent of CRANIUM, directly or indirectly, under whichever form or status, whether for its own benefit or for the benefit of third parties, employ, solicit, or retain the Services of, the Personnel of CRANIUM involved in the providing of the Services or otherwise connected with this Agreement in the broadest sense (e.g. self-employed), under penalty of having to pay liquidated damages equal to (12) times the monthly full gross remuneration of the person in question. The CLIENT shall make payment of such amount within thirty (30) days after the invoice date.

14.2. The CLIENT acknowledges that this non-solicitation obligation is key, that infringement of this obligation is causing material damage to CRANIUM and that the liquidated damages amount defined in the aforementioned paragraph is an adequate compensation for the damage suffered, without prejudice, however, to the right of CRANIUM to claim compensation for the real damage suffered.

15. LIMITATION OF LIABILITY

15.1. As provider of the Services, CRANIUM undertakes solely an obligation of means and not an obligation of result.

15.2. CRANIUM shall be liable to the CLIENT for the proper and professional performance of the Services and shall compensate the

damages caused to the CLIENT as a result of the willful misconduct, serious failure or negligence in performing its obligations under this Agreement, except if such misconduct, failure or negligence is due to or induced by a misconduct, failure or omission of the CLIENT. CRANIUM will indemnify and hold the CLIENT harmless for and against all claims and recoveries initiated by third parties against the CLIENT as a result of willful misconduct, serious failure, or negligence in performing its obligations under this Agreement.

15.3. CRANIUM shall never be held liable for indirect damages, meaning damages or loss not directly and immediately resulting from a contractual and/or extra-contractual breach of contract. This includes but is not limited to: lost revenue, interruption or stagnation of business operations, increase in personnel costs and/or costs of redundancy of personnel, damages consisting of/or resulting from third party claims, loss of anticipated savings or benefits and loss of data, profit, time or revenue, loss of orders, loss of CLIENTS, increase in overhead costs, consequences of a strike, regardless of cause.

15.4. Neither of the PARTIES may be held liable for any delay, poor performance or non-performance of its obligations if this is due to force majeure. Force Majeure means any event or circumstance beyond the reasonable control of a PARTY. Examples of Force Majeure are: war, terrorism, riots, explosions, pandemic, strikes or social conflicts, defects in the equipment of the other PARTY, acts or omissions or the failure to cooperate of the other PARTY (including, without limitation, entities or individuals under its control, or their respective officers, directors, employees or other personnel and agents), defects in the telecommunications and IT equipment of third parties, or the immediate termination by a supplier of

the collaboration with CRANIUM (having an impact on this Agreement), without this termination being the result of a material failure on the part of CRANIUM.

- 15.5. CRANIUM's liability in connection with or arising from the Services, arising in any way and on any basis, and irrespective of its legal basis, for any damage suffered by the CLIENT (or any other party), regardless of the cause of the loss or damage, excluding CRANIUM's gross negligence, wilful misconduct or serious failure, is in total (i.e., for the entirety of the Services) limited in aggregate to an amount equal to half of the amount of the fees owed by the CLIENT to CRANIUM in relation to the concerned Services or such part of the Services which gave rise to the liability.
- 15.6. The PARTIES agree that the remediation of damage caused by the non-performance of a contractual obligation included in this Agreement shall be governed, within legal limits, exclusively by the rules of contract law, even if the event giving rise to the damage also constitutes a tort. The PARTIES further agree that the remediation of damage caused by the non-performance of a contractual obligation by CRANIUM Personnel shall, within the legal limits, only be a ground for a contractual liability claim against CRANIUM and not a ground for an extra-contractual liability claim against the CRANIUM Personnel, even if the event originating the damage also constitutes a tort.
- 15.7. No action arising under or relating to this Agreement or the Services, may be brought by either PARTY more than one year after the cause of action has arisen.

16. CHANGED CIRCUMSTANCES

Pursuant to article 5.74 Code of Civil Law, CRANIUM reserves the right to renegotiate the Agreement and/or specific

Proposals, terms and prices in case of changed circumstances that make its performance excessively burdensome. This may include, without being limited thereto, a change in applicable laws or regulations or changed market conditions.

17. DISPUTE RESOLUTION AND GOVERNING LAW

- 17.1. All disputes between the PARTIES arising out of or relating to this Agreement shall be referred by either PARTY, first, to the PARTIES' respective Business Partner.
- 17.2. If the dispute cannot be resolved by the PARTIES' respective Business Partners within a maximum of thirty (30) calendar days after the referral under section 14.1, either PARTY may bring the dispute (regarding the Agreement and all matters relating to it whether in contract, tort or otherwise) before the Dutch speaking courts of Brussels, which have exclusive jurisdiction.
- 17.3. Any dispute regarding the Agreement shall be governed by, and construed in accordance with, the laws of Belgium (excluding its conflict of law principles).

18. WAIVER, ASSIGNMENT AND SUB-CONTRACTORS

- 18.1. The failure of either PARTY to insist upon the strict performance of any of the provisions contained in this Agreement shall not constitute a waiver of its rights as set forth in this Agreement, or a waiver of any other provisions or subsequent default by the other PARTY of any of the terms or conditions in this Agreement.
- 18.2. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such

unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the PARTIES set forth in this Agreement.

18.3. PARTIES have the right to transfer and assign, in whole or in part, the rights and obligations under this Agreement to an affiliated company in good standing, in the framework of a group internal restructuring or otherwise, subject to informing the other PARTY of such transfer and assignment.

18.4. CRANIUM is authorised to employ sub-contractors in order to perform the Services. Where CRANIUM appoints sub-contractors under this clause, for all purposes in connection with the Agreement, their work shall be deemed to be part of the Services and these sub-contractors will be considered CRANIUM Personnel regarding the application of these Terms and Conditions.

19. NOTICES

All formal notices hereunder shall be made in writing by registered mail or e-mail. A notice or other communication under this Agreement will be deemed to have been received as follows: (i) when delivered to the Business Partners of the PARTIES at the (e-mail) addresses set forth in the Agreement (unless changed by either PARTY upon notice to the other PARTY); (ii) in case of registered mail, effective the third working day after the date of sending; (iii) in case of e-mail, when the recipient acknowledges having received that e-mail, with an automatic 'read receipt' not constituting

acknowledgement of receipt of that e-mail for the purposes of this section.

Informal notices may be delivered by e-mail.

20. SIGNING

In the event that a signed copy is delivered by electronic means (e.g., by means of an electronic signature or e-mail with a ".pdf" or ".jpeg" data file or by any other exact copy), the signature contained therein creates a valid and binding obligation on the PARTY executing the signature (or on whose behalf the signature is executed) with the same value, force and effect as the original.

21. Modification of the Terms and Conditions

Within the legal limits, CRANIUM reserves the right to unilaterally modify or supplement these Terms and Conditions for valid reasons including legal or technical requirements, changed market conditions, or when new, unforeseeable circumstances not attributable to CRANIUM have arisen since the conclusion of the Agreement which have made the performance of the Agreement exceptionally burdensome for CRANIUM. The CLIENT will be informed about these changes and the date these changes will take effect. The CLIENT will have the right to terminate the Agreement before the changes turn into effect and the latest within a month after these changes have been communicated to the CLIENT. If the CLIENT keeps making use of the Services of CRANIUM, this will be interpreted as acceptance of the changes.

The date of the last update will be available at the top of these Terms and Conditions.