

COHERENCE BVBA General delivery and invoicing terms & conditions

Article 1: General

The present general terms and conditions apply to all contracts entered into by COHERENCE BVBA as well as to all offers and deliveries, to the express exclusion of all other terms & conditions (including those of the client). The application of the present terms and conditions is a prerequisite for establishing the agreement of COHERENCE BVBA. Any derogation from these terms and conditions must be the subject of a written agreement signed by COHERENCE BVBA. Any commitment undertaken by representatives of COHERENCE BVBA or by persons acting on behalf of COHERENCE BVBA is not valid without confirmation in writing from the management of COHERENCE BVBA. If one or more clauses or part of the clauses become null and void, or if an express derogation from them is permitted, this is without prejudice to the validity and applicability of the other provisions.

Article 2: Prices and rates

The budget shown in projects, plans or offers is based on the values of salaries and similar valid at the time and is only binding for the activities and deliveries described therein and for a period of sixty days to be counted from the date of sending. The prices shown always exclude VAT. Budgets or offers for projects are given merely as an estimation or guideline. If this is expressly derogated from and set prices are expressly stated by COHERENCE BVBA, these prices are only valid for standard services or works without special difficulties or risk factors.

Article 3: Fulfilment of the assignment

With a view to the provision of the services ordered from COHERENCE BVBA, the client undertakes to provide to COHERENCE BVBA all information that may be useful and necessary to allow COHERENCE BVBA to fulfil the assignment based on the specific needs and wishes of the client. The client undertakes to entrust the assignment exclusively to COHERENCE BVBA, which shall devote all necessary professional care to the provision of the services and fulfilment of the assignment in accordance with industry best practices. The client expressly acknowledges COHERENCE BVBA's right to be assisted for the performance of this contract by its appointees and/or subcontractors. If, in the fulfilment of its assignment, COHERENCE BVBA must process specific data, information or content, the client is obliged to provide this by the agreed deadline and to the agreed delivery address. Digital content must be delivered on the agreed medium and in the agreed format. COHERENCE BVBA accepts no liability for damage during the handling of the data, information or content provided by the client, or for any claims or demands by third parties pertaining to breaches of their contractual or intellectual property rights. The client shall safeguard COHERENCE BVBA against this. Where COHERENCE BVBA grants user rights for its copyright-protected work and/or software or creates certain market research, texts, methods or recommendations specifically for the client, it reserves the right to re-use its know-how and experience for similar projects.

Article 4: Delivery and execution time

The delivery or execution time stated in the offer and/or in any other document is given merely for information purposes, with no binding commitment and without constituting a prerequisite for the contract. Unless agreed otherwise in writing, non-compliance with the stated time frames does not entitle the client to terminate the contract, refuse the goods or work, or claim any compensation.

Article 5: Acceptance and delivery

The goods ordered are delivered and accepted or deemed to be so at the time of delivery of the goods to the client and/or the time of first use. COHERENCE BVBA's work or services shall be deemed to be accepted at the time at which they finish and are delivered.

Article 6: Cancellation - termination

Cancellation of the order shall be deemed breach of contract. In such a case, COHERENCE BVBA shall be entitled to receive full payment for all costs already incurred and loss of earnings. Without prejudice to COHERENCE BVBA's right to claim more damage and compensation, this full payment shall always come to at least 30% of the agreed price in case of cancellation or termination within two weeks of the order and at least 50% of the agreed price in the case of cancellation or termination later than 2 weeks after the order was made; without prejudice to COHERENCE BVBA's right to demonstrate further damage and claim compensation (especially for all services already delivered to the client and all costs already incurred). COHERENCE BVBA reserves the right to deem the contract terminated ipso jure and with no prior notice of default in the case of bankruptcy, evident insolvency or in the case of any substantial change to the client's legal status.

Article 7: Force majeure

Cases of force majeure, irrespective of whether these temporarily or definitively prevent the performance of the contract, shall ipso jure suspend or cancel the obligations of COHERENCE BVBA under this contract and release COHERENCE BVBA from any liability or damage that could be incurred as a result. Cases of force majeure on the part of COHERENCE BVBA are deemed to be wars and equivalent situations, government decisions, strikes, floods, fire, as well as any cause beyond COHERENCE BVBA's control rendering the delivery of the goods and the fulfilment of the work impossible. This list is not exhaustive.

Article 8: Complaints procedure

In order for the complaint to be valid, any complaint regarding an invoice must be substantiated and communicated by email or by registered mail within eight days of the invoice date. Without prejudice to the foregoing, no complaint regarding visible defects, missing goods or work, or a non-compliant delivery may be lodged after the day of acceptance, as provided for in Article 5 of these terms and conditions, and any other complaint must, in order to be valid, be substantiated, contain a detailed

description and be sent by registered letter or email within 72 hours following the occurrence that COHERENCE BVBA may be liable for.

Article 9: Collateral and liability

Unless expressly agreed otherwise, the commitments of COHERENCE BVBA undertaken under agreements and contracts shall always be limited to a best-efforts obligation. If the services delivered are not in line with the commitments undertaken by COHERENCE BVBA in the order form or the agreement with the client, or even in the event of missing work of services or refusal of the delivery on reasonable grounds, COHERENCE BVBA shall under no circumstances be liable for more than the replacement, replenishment, adjustment or completion of the works or services. The liability of COHERENCE BVBA for the principal amount, interests and costs, shall always be limited to the price of the assignment. The liability of COHERENCE BVBA for the principal amount, interests and costs shall always be limited to the price of the order. However, if the agreed price is higher than the cover provided by COHERENCE BVBA's civil liability insurance, COHERENCE BVBA's liability shall nonetheless remain limited to the latter amount. Under no circumstances may COHERENCE BVBA be held liable for indirect damage, consequential damage, damage to third parties, business interruption or lost savings.

Article 10: Risk and retention of title

The risk in relation to the goods and works shall be transferred to the client at the time of delivery, although the title shall only be transferred upon full payment. Until that moment, COHERENCE BVBA may dispose of them freely. This retention of title clause also applies in the case of bankruptcy insofar as the goods are located at the client's premises in their natural state and have not yet become immovable by incorporation. In order to be valid, any legal claim shall be lodged prior to the closure of the official report for the verification of claims.

Article 11: Payment terms

COHERENCE BVBA's invoices are payable at the registered office of COHERENCE BVBA or by bank transfer to its bank account BIC KREDBEBB IBAN BE 41 00174945 4210, within 15 days from the invoice date. The costs shall be borne by the client. Invoices that are not paid on their due date shall ipso jure and with no notice of default be increased by a fixed compensation of 10% of the principal amount, with a minimum of EUR 100, plus interest calculated from the due date of the invoice at 1% per month. The client shall remain jointly and severally liable, in all cases and for all amounts, for the payment of COHERENCE BVBA's invoices, even if COHERENCE BVBA has agreed to make the invoices out to third parties. Non-payment of an invoice on the due date shall render the entire balance owed for all other invoices, even those not yet due, payable immediately ipso jure, and moreover gives COHERENCE BVBA the right to suspend all pending orders and contracts. The payments shall always be applied first to the oldest pending debts, including to the settlement of interest due.

Article 12: Confidentiality - reference

COHERENCE BVBA undertakes to maintain secrecy with regard to all information indicated as confidential that it acquires in any form whatsoever as a result of the performance of the contract and not to share it, publish it, hand it over or provide it to third parties in any form whatsoever, except with prior written consent from the client, with the proviso that COHERENCE BVBA is entitled to share confidential information with its staff, appointees, and/or independent contractors or subcontractors insofar as this is necessary for the proper performance of the contract. However, all information obtained by or developed by COHERENCE BVBA without the use of the client's confidential information, or information that is already in the public domain at the time that COHERENCE BVBA receives the information from the client, or information that must be released by COHERENCE BVBA as part of a dispute settlement, arbitration or legal proceedings, or in accordance with a law, decree or regulation shall not be considered confidential. In such cases, COHERENCE BVBA shall immediately inform the client as soon as it is aware of a legal order to provide this information. The client also expressly gives COHERENCE BVBA consent to refer, with a view to referencing the project in COHERENCE BVBA's marketing & communication, both internally and to third parties, to the fact that COHERENCE BVBA's services were selected by the client and to the nature of the services rendered, and where necessary, to describe the project without ever in doing so revealing confidential information pertaining to the client or project, and to show the given name, company name, trading name or brand name of the client, and the logo and/or image of the Client as a reference merely for promotional or public relations purposes. Such permitted references may be made on COHERENCE BVBA's website under various domain names and in newsletters, portfolios in digital or printed form, presentations by COHERENCE BVBA (even in advertising by COHERENCE BVBA on social media) worldwide and irrespective of the number of copies, pages or references, and with no time limit.

Article 13: Non-solicitation

Unless otherwise agreed by COHERENCE BVBA, the client shall refrain, both over the duration of the contract with COHERENCE BVBA and for 24 months after the end thereof, directly or indirectly, for itself or for third parties, from approaching staff and/or appointees of COHERENCE BVBA and/or subcontractors revealed by COHERENCE BVBA to the client and/or independent contractors of COHERENCE BVBA, or from having them approached on its behalf, with a view to employing them, contracting them or attempting to contract them and/or deploy them on behalf of the client in a joint venture or service provision organised by the client directly or via third parties, whether of an occasional or permanent nature. If this obligation is breached, the client shall be liable to pay COHERENCE BVBA a fixed compensation amounting to 24 months of the gross salary of the solicited employee or remuneration of the independent contractor, with a minimum of € 25,000 per breach, to be paid within 15 days of notification by COHERENCE BVBA, without prejudice to COHERENCE BVBA's right to prove and be compensated

for actual damage and to make any other claim under interlocutory or other types of proceedings, in any relevant jurisdiction whatsoever.

Article 14: Intellectual property rights

The Client shall safeguard COHERENCE BVBA against third-party claims ensuing from breach of these third parties' contractual or intellectual property rights by using data delivered by the client or by granting the contract to COHERENCE BVBA. All intellectual property rights developed by COHERENCE BVBA for the client, or programs, websites, data files, devices or other materials made available such as analyses, designs, market research, documents, reports, courses, presentations (e.g. PowerPoint), texts, tables or preparatory materials for these shall remain, unless expressly agreed otherwise in the order form or contract between COHERENCE BVBA and the client, with COHERENCE BVBA or its licensor and the client shall obtain only a non-exclusive and non-transferable user right for these without the right to edit, copy or distribute, unless expressly agreed otherwise by COHERENCE BVBA. The client is not allowed to delete any indication pertaining to authors' rights, brands, trading names or other intellectual or industrial property rights from market studies, texts, programs, master classes, designs, documents, courses, presentations (e.g. PowerPoint), texts or other media. Even where it is expressly agreed in the order form or the agreement between COHERENCE BVBA and the client that the title to the aforementioned is transferred, this shall not prevent COHERENCE BVBA from re-using its knowhow and experience for other projects and/or clients. Any breach by the client of the obligations described in this Article shall result, ipso jure, with no notice of default, in a fixed compensation of EUR 15,000 per breach identified, to be paid at COHERENCE BVBA's first request, without prejudice to COHERENCE BVBA's right to prove and claim for greater damage.

Article 15: Processing of personal data

COHERENCE BVBA processes the contact details (name or given name, address, e-mail address, telephone numbers and contact details on social media) and other data on its clients (including choice of language and contractual details) that are necessary to manage its services, including the performance of the contract with the client and the promotion of its services. COHERENCE BVBA shall only use this data in the context of the performance of contracts and the promotion of its services. COHERENCE BVBA may transfer this data to public authorities (local or federal, legal or administrative) as part of the performance of its statutory tasks, or to certain professional services providers of COHERENCE BVBA with which COHERENCE BVBA has entered into a processing agreement. COHERENCE BVBA shall not pass on this data to third parties with a view to promoting the products and services of other companies. The client has the right, inter alia, to access its personal data, as well as the right to correct its data if it is incorrect. More information on the processing of personal data by COHERENCE BVBA and privacy rights of the client, as well as the retention period for these data can be found in COHERENCE BVBA's privacy policy on the website: www.odum.digital. The client must immediately inform COHERENCE BVBA of any change of name or denomination, address, e-mail address, telephone number or contact details on social media and may contact COHERENCE BVBA for information regarding data protection via the e-mail address info@odum-digital or by filling in the online form: www.odum.digital.

Article 16: Applicable law - competent courts

Any dispute between the parties concerned arising from or with regard to the order and the contract between the parties shall fall under the exclusive competence of the courts of the district of the registered office of COHERENCE BVBA. Belgian law applies.

