

PROFACTS BV - GENERAL TERMS & CONDITIONS OF SERVICE PROVISION

Last update October 2024

1. GENERAL PROVISIONS

1.1 These general terms and conditions (hereinafter: "General Terms and Conditions") apply to the services (hereinafter: "Services") provided by Profacts BV, a private limited company with its registered office at Pauline van Pottelsberghelaan 12, 9051 Ghent, Belgium, CBE 0883.521.431 and all its affiliated companies within the meaning of article 1:20 of the Belgian companies and associations Code (hereinafter: "Profacts"), to its customers (hereinafter: "Customer") as from 22 October 2024. The parties may agree upon specific conditions that deviate from these General Terms and Conditions, by mutual agreement. Amendments to these General Terms and Conditions are invalid unless they are expressly agreed in advance in writing by the parties.

1.2 The application of these General Terms and Conditions excludes the application of any other general terms and conditions. Profacts is not bound by any general terms and conditions of the Customer.

2. OFFER OR ORDER OF SERVICES - REALISATION OF THE CONTRACT - CANCELLATION OF AN ORDER

2.1 The Services are only deemed to be confirmed and the contract (hereinafter: "Contract") is only deemed to be concluded when:

- either Profacts (i) has made an offer in writing of the provision of Services to the Customer, and (ii) the Customer has indicated in writing that it will accept the provision of Services by Profacts (e.g. based on an approved and signed offer or purchase order);
- or the Customer (i) has placed an order in writing for Services, and (ii) Profacts, through its duly authorised representative or representatives, has agreed in writing to provide Services in accordance with the order without reservation. The Customer can only cancel its order with the express and written permission of Profacts or upon payment of the price in full.

2.2 When the Customer places an order for Services or accepts the provision of Services, the Customer accepts these General Terms and Conditions without reservation.

3. PRICE AND PAYMENT

3.1 Each invoice is payable in full within 30 days of the date of the invoice, without any reduction or compensation.

3.2 In the event of late payment of an invoice, Profacts is entitled to immediately suspend the execution of existing orders or the Contract in its entirety until such time as all due amounts are paid in full, without prejudice to the right of Profacts to demand cash payment upon delivery or to use any other legal remedy.

In the event of late payment of an invoice, the following shall apply by operation of law and without prior notice of default: (i) default interest shall be added to the amount owed, in accordance with the Law of 02/08/2002 on combating late payment in commercial transactions (B.S. 07/08/2002), to be calculated from the time the amount became due until the time of full payment, and (ii) a lump sum shall be charged on the amount owed, amounting to EUR 250.00 per invoice, to cover administrative costs.

3.3 Any objection whatsoever regarding any Profacts invoice must be sent by registered post and by email within fifteen (15) calendar days following the invoice date.

3.4 Under no circumstances can the Customer invoke article 5.97 of the Belgian Civil Code on price reduction.

4. DELIVERY

4.1 The delivery times communicated by Profacts are purely indicative. The delivery times depend on a variety of factors including, but not limited to, the receipt of an offer or purchase order approved and signed by the Customer, the order backlog and the availability of human resources of Profacts.

Profacts shall endeavour, to the best of its ability, to adhere to the delivery times communicated, provided that the Customer complies with its obligations under these General Terms and Conditions and with any specific conditions agreed upon. Delays in delivery cannot lead to the cancellation of the order, any compensation for damage or any penalties.

4.2 If the Customer fails to perform an act necessary for the provision of Services, Profacts shall be entitled to terminate the Contract by operation of law, without prior judicial intervention and with immediate effect, by way of nullification.

In such case, Profacts shall be entitled to recover the losses and costs resulting from such failure from the Customer.

4.3 The reports, documents, analyses and other materials (hereinafter: "Materials") delivered by Profacts are and will remain the intellectual property of Profacts and the Customer will only receive a non-transferable and non-exclusive licence for the internal use of these Materials.

4.4 The data received by Profacts that is necessary for the provision of Services will be retained for a period of ten (10) years, with the exception of personal data.

5. FORCE MAJEURE

Profacts shall not be liable to the Customer for any damage that may result from the failure to perform or the non-performance of any obligation under these General Terms and Conditions, where such failure to perform or non-performance is due to circumstances beyond its reasonable control, including but not limited to defective materials, labour disputes, governmental action due to a pandemic or epidemic, floods or storms, or other circumstances affecting the normal and timely provision of Services.

6. SUSPENSION AND TERMINATION

6.1. Profacts has the right to suspend the provision of its Services under this Agreement if the Customer fails to fulfil its obligations under this Agreement in full, in part or in a timely manner.

6.2 Profacts reserves the right to consider the Agreement terminated immediately by operation of law and without prior notice of default and without owing any compensation in the event that:

(a) the Customer has voluntarily commenced or has been forced into, any proceedings of bankruptcy, judicial reorganisation, dissolution, liquidation or provisional administration, or where the Customer is manifestly insolvent or all or a substantial part of the Customer's assets are subject to attachment; or

(b) the Customer is in arrears for ninety (90) days; or

(c) there is a contractual default on the part of the Customer which has not been remedied within ten (10) days of receipt of prior notice by registered letter from Profacts.

7. LIABILITY

7.1 In the event of the liability of Profacts, Profacts shall only be obliged, at its discretion, to:

- either provide the Services again, if such provision is possible,
- or pay compensation for damage under the conditions set out in article 7.3. below.

7.2 Profacts' liability is limited to the contractual liability as set out in the General Terms and Conditions, excluding any extra-contractual liability.

7.3 In any event, the liability of Profacts is limited to the price of Services purchased by the Customer from Profacts that caused the damage. Any liability of Profacts for damage caused by actions taken by the Customer as a result of Services provided or by any recommendations made by Profacts in connection with Services provided, is excluded. Profacts shall not be liable for consequential damage, loss of revenue, loss of opportunity, loss of productivity, loss of data resulting from the use of Services, or for

any moral damage, including but not limited to damage to reputation. This limitation of liability applies to the extent permitted by applicable law and irrespective of the applicable liability regime.

7.4 Only Profacts shall be liable for the provision of the Services. The Customer therefore agrees not to bring any claim arising out of or in connection with the Agreement, whether on contractual, extra-contractual or any other grounds, against the shareholders, directors, employees, independent service providers and agents (the "Employees") of Profacts. The foregoing exclusion does not apply to any liability, which cannot be excluded under Belgian law.

8. REFERENCES

The Customer allows Profacts to refer to its company name, trade name and brand in the context of the commercialisation of Services.

9. PRIVACY & PERSONAL DATA

9.1 Profacts and the Customer shall act in compliance with the applicable privacy legislation, including the European General Data Protection Regulation EU 2016/679 (hereinafter: "GDPR"). The Customer accepts the Profacts privacy policy as shown on the following website: <https://www.profacts.be/privacy>.

9.2 Profacts sometimes gains access to the Customer's personal data when providing him, her or it with its services. In such situations, the Customer shall have the role of "Controller" and Profacts that of "Processor" as set out in the GDPR. If there is no specific processing agreement with the Customer, Profacts shall follow the obligations laid down in Article 28 of the GDPR and, to the extent possible, provide assistance in imposing obligations on the grounds of Articles 32 to 36, inclusive, of the GDPR. The Customer shall pay for all such assistance provided. Unless there is an agreement to the contrary, Profacts has general permission to engage sub-processors. If the Customer so requests, a list of the Customer's active and systematic Processors processing the Customer's personal data shall be disclosed to him, her or it. If the Customer so requests, he, she or it shall be given information regarding any changes relating to any addition or substitution of processors with regard to processing personal data provided by the Customer and he, she or it shall be able to object to the said Processors within 7 days. If no objection has been received within such period, Profacts shall presume that the use by the Processors is approved. The Customer accepts that this concerns Processors who actively and systematically process personal data and that no approval is necessary for any incidental processing. After the assignment has been finished and depending on what the Customer decides, Profacts shall return the data or definitively erase them and delete existing copies unless storage thereof is mandatory in accordance with the law. The standard Profacts data retention periods

shall be applied if the Customer does not give any instruction after a project containing processing activity has been finished.

9.3 Further information can always be requested by sending an email (to dataprotectionofficer@profacts.be) or by writing to DPO - Profacts BV, Pauline van Pottelsberghelaan 12, 9051 Ghent, Belgium.

10. CONFIDENTIALITY

10.1 All information obtained by the parties in the context of providing Services is confidential in nature. The parties must respect this confidentiality and may not disclose the confidential information to third parties under any pretext, except (i) to the extent required by applicable law or by any authority, (ii) to his/her professional advisers who are bound by professional secrecy and only to the extent necessary for any lawful purpose, and (iii) to be used in judicial or arbitral proceedings.

10.2 Upon termination of the Contract, the Customer must return all documents and information to Profacts.

10.3 The Customer shall not disclose any information to third parties, including the working methods of Profacts.

11. FINAL PROVISIONS

11.1 These General Terms and Conditions are governed exclusively by Belgian law. Any dispute relating to these General Terms and Conditions falls under the exclusive jurisdiction of the courts and tribunals of Ghent, Ghent Division.

11.2 If any provision of these General Terms and Conditions is found, for any reason, to be unlawful, void or unenforceable, the validity of the remaining provisions shall not be affected thereby. In such case, the parties shall replace the provision declared unlawful, void or unenforceable with a new provision that is as close as possible to the original intent of the parties and to the spirit of the Contract.

11.3 No failure or omission to enforce any provision of these General Terms and Conditions shall constitute a waiver of such provision.

11.4 The Customer may not invoke article 5.74 of the Belgian Civil Code on the theory of imprevision (“imprevisieeler/théorie de l'imprévision”).

11.5 The Customer irrevocably waives any right to claim the termination of this Agreement in accordance with articles 5.90 to 5.93 of the Belgian Civil Code.