

GENERAL TERMS AND CONDITIONS OF BE4 MANAGEMENT

Article 1. General Information

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Article 2. Applicability

These general terms and conditions are with regard to all potential clients and existing clients and /Or principals of assignments (hereinafter the "Client" or "Principal") of BE4 Management (hereinafter "BE4M") and will apply to all its services provided. After the (potential) Client has taken note of the general terms and conditions, he is deemed to know them and to accept them unconditionally. However, the (potential) Client has the option not to accept certain articles in these general terms and conditions for the purpose of an assignment that he orders with BE4M (hereinafter the "Assignment(s)") and to send this upon a written request to BE4M. BE4M is free to reject or accept that request. If BE4M makes certain agreements with the (potential) Client that deviate from one or more articles of these general terms and conditions, then those agreements will only replace the article or articles from which they deviate. However, the other articles remain applicable.

Article 3. Object of the Service

BE4M provides services or advice regarding sustainability, circular economy, business strategy, business management, innovation, leadership, research and development, legal issues, training, coaching, digitalization, website design, social impact, negotiations, assistance with migration and integration, translations and related matters. The object of the service will be discussed and agreed upon at the start of the service. Certain adjustments can be made subject to mutual agreement.

Article 4. Commitments of BE4M

BE4M will always try to perform the Assignment as well as possible and its obligations are best-efforts-obligations and not obligations of results. BE4M has the option to outsource the Assignment to third parties, whereby these general terms and conditions remain unaffected. BE4M undertakes to deliver its services within a reasonable period of time without being somewhat liable for

exceeding deadlines attributable to the Client, to third parties or force majeure.

Article 5. Cooperation of the Client

The Client must immediately and on his own initiative provide all information relating to the successful completion of the Assignment to BE4M so that the latter can perform its services in a normal and sound manner. The Client is responsible for the completeness and reliability of this information. If the Client does not provide his necessary cooperation in a timely manner and in a normal manner, BE4M is free to discontinue or stop its services, without being liable for any resulting damage.

Article 6. Compensation – Complaints – Payment

§1. For the reimbursement of its services, BE4M may use hourly rates, package rates or other methods that are clearly communicated to the (potential) Client by means of a quotation, invoice, email, digital or telecommunication. The rate applied will depend on the nature and urgency of the Assignment.

§2. BE4M may in certain cases request the (potential) Client to make one or more advance payments including VAT before starting or/and during its activities. After processing the Assignment, the Client will receive a final statement in which the advance payments will be deducted from the total amount. The advance payments are considered as compensation in the event of cancellation of the Assignment by the Client and this up to the amount of the advanced payments including VAT. In the event that the Client fails to pay the advances or invoices in full on their due date, BE4M has the right either to suspend the performance of its work in all files with the Client concerned until all advances have been paid in full, or to terminate the full cooperation with the Client with immediate effect or to file a cease order.

§3. If the Client does not agree with an invoice, he must protest it in writing and motivated within fourteen days of the date of the invoice, under penalty of forfeiture of rights. The Client can never protest our payment requests, in any form, if he explicitly/implicitly states on the payment request that he waives his right of protest.

§4. All invoices are payable in full and immediately unless otherwise agreed. In the event of late payment of the invoice, BE4M, without having to give the Client notice of default prior to signing, has the right by operation of law to



- charge monthly late payment interest of 1.75% from the due date of the invoice until the date of full payment
- and the right to charge a lump sum compensation of 10% of the amount paid late with a minimum of EUR 200, without prejudice to its right to the court costs (including the applicable procedural fee), should a judicial recovery follow.

If the Client fails to pay the full invoice amount on the due date, BE4M is entitled either to suspend the execution of its work in all files with the Client concerned until all invoices have been paid in full, or to terminate the entire collaboration with the Client with immediate effect. In this case, BE4M cannot be held liable for any damage that might result from the suspension of its work or the termination of its agreement with the Client.

Article 7. Liability

§1. BE4M is not liable for damage that would result from incorrect or incomplete information provided by the Client. The Client must transmit all necessary information, which is required for the proper execution of the services of BE4M, punctually and on his own initiative to BE4M.

§2. BE4M can be held liable for its serious shortcomings, both contractually and extra-contractually, provided that it is immediately given notice of default by the Client upon the discovery of its shortcoming and is given the opportunity to rectify the shortcoming within a reasonable period of time. Nevertheless, BE4M's liability for direct damage cannot exceed the amount of the services provided (excl. VAT) to which the shortcoming relates. The amount of each compensation is in any case limited to the amount for which BE4M is insured for its professional liability. Today, BE4M has insurance with Hiscox SA for its professional liability with a total guarantee amount of € 1.000.000 and a civil liability insurance with a total guarantee amount of € 1.500.000. If the Clients wishes, a certificate can be provided.

§3. BE4M can under no circumstances be held liable for indirect damage, consequential damage, loss of use or loss of profit suffered by the Client or by third parties.

§4. BE4M can never be held liable for loss or damage as a result of the use of electronic communications originating from BE4M. The Client is responsible for the proper security of his computer and IT system.

Article 8. Intellectual Property Rights

§1. All intellectual activities of BE4M in a final or provisional form of advice, quotations, invoices, notes, documents, slides, written documents, prototypes, ideas, content of websites, protocols, processes, images, videos, policy, communication or any other form; may never be sold, leased, shared with third parties, reproduced or made

public without prior written permission and they therefore always remain the property of BE4M. They may only be used internally by the Client in the context of the Assignment.

§2. The copyrights of the intellectual activities of BE4M as included in Article 8-§1 of these general terms and conditions are vested in BE4M.

§3. In the event of a breach by the (potential) Client of Article 8-§1 of these general terms and conditions, BE4M will pass on the resulting damage to the Client.

§4 In the event of breach of the (potential) Client on Article 8-§1 of these general terms and conditions, BE4M will, in addition to the compensation as included in §3, also claim a fine of € 500 per day that the infringement continues.

Article 9. Change

BE4M reserves the right to change the general terms and conditions at any time. These changes will only apply to future Assignments.

Article 10. Execution

BE4M has complete freedom with regard to the performance of the Assignment and may therefore invoke the services of specialized third parties, such as professors, PhDs, students, lawyers and third parties with technical knowledge; if it considers that this will benefit the proper performance of the Assignment. The Client may not conduct activities, communicate or offer business proposals directly with the specialized third parties unless BE4M gives its written consent.

Article 11. The Quotation

All quotations from BE4M are only valid for the (potential) Client and to whom the quotation is addressed. If no period of validity is stated on the quotation, a validity period of 14 calendar days after the date of sending will apply. The (potential) Client can accept the quotation in whole or in part by means of an Order Confirmation by e-mail or by sending a signed version of the quotation by post or by email. The order confirmation can also be implicitly derived by the communication with the Client. Accepting the quotation has the consequence that an agreement arises.

All proposals and quotations of BE4M are indivisible, but in the event of acceptance of part of the offer or proposal, the (potential) Client must inform BE4M in writing which part he accepts and which he does not. Hereafter, BE4M reserves the right to agree or not with the proposal of the (potential) Client with regard to the partial acceptance of the proposal or quotation. If during the Assignment BE4M performs more than was initially stated in the offer, whether or not accepted, BE4M always has the right to charge additional amounts for those additional services and this in a global invoice or other

payment requests that also contain the elements or amounts of the quotation and this possibly with the application of new or amended General Terms and Conditions for the whole of the Assignment.

Article 12. Confidentiality

§1. Both BE4M and the (potential) Client shall both treat all information exchanged before, during and after the execution of the Assignment confidentially.

§2. If the (potential) Client provides confidential information or personal data, the responsibility rests with the (potential) Client regarding the relevance of sharing the above information as well as its accuracy.

§3. The confidentiality obligations of both BE4M and the (potential) Client, as included in this article, will lapse:

- if a public authority, by means of a legal ground, requests BE4M or the Client to make confidential information available
- or from the moment the information exchanged is made public by its issuer

Article 13. Transferability

BE4M is not obliged to ask the Client for permission to transfer or outsource its rights or obligations, which arise from an agreement, to third parties. Such third parties who will be responsible for the partial or complete execution of the Assignment.

Article 14. Promotional Activities

The Client gives BE4M permission to include its symbols, name or logo in its client portfolio that can be consulted by the public and can be used for promotions.

Article 15. Privacy

BE4M will respect and process the privacy of any (potential) Client in accordance with the General Data Protection Regulation (hereinafter "GDPR"). Be4M's Privacy Policy, which can be consulted via this [link](#), refers to the categories of personal information processed by BE4M and its applicable legal grounds, retention periods and purposes. The same document also clarifies what the rights of the data subject are in the context of GDPR.

Article 16. Applicable Law and Competent Court

BE4M and the Client will preferably settle their disputes amicably. Given the location of BE4M's head office, all agreements will be subject to Belgian law and only the courts of the district of Ghent will have jurisdiction.



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