GENERAL TERMS AND CONDITIONS OF SERVICE

1. Applicability of the General Terms and Conditions

These General Terms and Conditions apply to all orders that the client places with Agoria for the supply of services. Are considered services both non-paid services in the context of membership and paid services to members or non-members including the granting of user rights to models, templates, tools or other works which are the intellectual property Agoria.

The client accepts these Terms and Conditions by the simple fact that it places the order with Agoria. The exemptions to these conditions are only valid if they have been accepted in writing, either through their incorporation in the special conditions of Agoria’s quotation, or because they are the subject of a specific service agreement between the parties. In this case, these General Terms and Conditions remain applicable to all points for which there is not express exemption.

2. Beginning of the contract

The beginning of the contract shall be set by mutual agreement between Agoria and the client. Where payment of a deposit is expected, the performance of the contract will only begin upon receipt of this deposit.

3. Completion period

The completion period is not binding and failure to meet the deadline shall not give rise to compensation. Where multiple interactions with the client or third parties are required for the performance of the contract, Agoria will not be the only one responsible for meeting the completion deadline which will therefore be given as an indication.

4. Price

Prices for paid services are set in Agoria’s quotation and/or the service agreement between Agoria and the client. They are expressed in euros and are without any discount. Prices are set on the basis of a daily/hourly rate that can vary depending on whether the services are provided by a Senior Expert, an Expert, or a Junior Expert, or whether the services involve support and coordination tasks.

Unless expressly agreed otherwise, prices will be adjusted using the price revision formula hereinafter.

5. Price revision

Hourly/daily rates for paid services are automatically adjusted on 1 January of each year on the basis of the following price revision formula:

\[ p = P_0 \left(1 + \frac{S}{S_p} \right)^{0.2} \]

Whereby:

- \( p \) = Invoicing amount
- \( P_0 \) = Initial base price on the date of signing this agreement
- \( S \) = Reference salary or reference hourly wage plus social security costs on 31 December of the year preceding the signing of the agreement in Agoria’s area of activity (average for the Province of Brabant), as published by Agoria
- \( S_p \) = The same salary/hourly wage on 31 December of the year preceding the price revision

6. Invoicing

Unless expressly agreed otherwise, paid services shall be invoiced on a quarterly basis on 1 January, 1 April, 1 July and on 1 October. An additional invoice for any outstanding amounts or a credit note balancing out any overpayments shall also be issued on 31 December based on the number of hours actually worked during the previous year. All hours logged for work performed directly or indirectly on behalf of the client shall be invoiced.

Quarterly invoices for the following year shall be based on the volume of services recorded for the previous year, taking into account the price revision formula.

Invoices shall be sent to the address of the registered office of the client, unless a different billing address is stated in the service agreement. The client has eight (8) days from the agreement’s signature date to communicate the wish that its order form or purchase order number be stated on the invoice.

7. Payment

Invoices are payable, net and without discount, within 30 days of the invoicing date by bank transfer into the account No. BE26 3100 1704 6929, opened in the name of Agoria.

If the client fails to pay the invoice by the due date and does not react to a formal notice, Agoria reserves the right to suspend the services. All invoices still unpaid by the due dates shall accumulate interest and without further notice, be increased by 15% (with a minimum of EUR50), as lump-sum compensation. Furthermore, late payment interest at a rate of 1% per month shall, in appropriate cases, and without further notice, be payable from the due date.

All taxes and any additional levies and costs of any nature whatsoever related to the execution of the contract shall be borne by the client.

8. Complaints

Complaints regarding the invoicing of paid services must be submitted by registered letter at the latest within ten (10) days of the invoicing date. Later complaints will not be considered.

9. Liability

Unless expressly agreed otherwise, the obligations of Agoria are obligations to deliver its best efforts. The client is solely responsible for the accuracy and completeness of the documentation and information it provides.

Within the framework of the performance of the contract, Agoria may only be held liable for gross negligence, excluding any responsibility for any form whatsoever of consequential damages (including lost profits or lost income) and for any action whatsoever that would be brought by third parties against the client. In any case, the liability of Agoria remains limited to the lowest of the following amounts: (i) either the amounts that the client has paid during the 12 months preceding the commencement of the action, (ii) or an amount of €10,000, regardless of whether the action was brought on a contractual or non-contractual basis. The client shall safeguard Agoria against any actions by third parties that would be based on or related to the performance of the contract.

10. Force majeure

Force majeure shall be construed as the conditions that occur independently of the will of the parties and prevent the performance of the contract, including labour disputes, fire, mobilisation, seizure, embargo, ban on currency transfers, uprisings, acts of terrorism, lack of transport, general shortage of raw materials, and restrictions on energy consumption (non-exhaustivistist).

The party invoking circumstances of force majeure must immediately notify the other in writing of their occurrence and their end. The performance of the contract must be suspended for the duration of the
cited conditions, given that the contract may be prematurely terminated if the cited conditions last more than thirty (30) days.

The occurrence of any of these conditions discharges both Agoria and the client from any liability.

11. Cancellation of registration

If the client cancels services ordered under the paid training, workshops and seminars organised by Agoria or Agoria Academy up to seven (7) calendar days before the training or before that, the client will not have to pay the price of said training. However, if it cancels the services ordered less than seven (7) calendar days before the training, the full price of the training will be due and charged. If the client cancels services ordered under the free information sessions or other free events less than seven (7) days before the information session or event, Agoria reserves the right to charge organisation costs and a minimum of €125 by way of lump-sum compensation.

12. Early termination

Agoria may terminate the contract without prior notice and without having to comply with the period of notice and being liable for any compensation (for termination) if:

- the client is declared bankrupt;
- the client has been put into provisional liquidation;
- all or part of the client's assets have been seized by third parties as a protective measure or with a writ of execution;
- the client does not respect its obligations;
- the solvency of the client is impaired in some other way, with the result that continuity of service cannot be guaranteed;
- the client commits an act that seriously damages Agoria's reputation;
- the aforementioned conditions of force majeure exceed thirty (30) calendar days.

Should the client fail to fulfil an obligation under the contract, Agoria will also be entitled to request termination of the contract and compensation.

13. Intellectual property rights

The intellectual property rights of any nature whatsoever relating to specific information about products or processes that are communicated to Agoria for the performance of the contract shall remain the property of the client. The client guarantees that all the information and documents that it supplies to Agoria for the performance of the contract as well as their use are free of third-party intellectual property rights. The client releases Agoria from any liability for any loss, damage, costs, expenses and other actions resulting from the infringement of third-party intellectual property rights.

The client acknowledges that intellectual property rights, regardless of their nature, relating to the performance of the contract are and remain the property of Agoria.

Unless expressly agreed otherwise, the intellectual property rights relating to the results of the contract shall remain the property of Agoria. Even if otherwise agreed, the intellectual property rights on the results of the contract will not be transferred until all invoices relating to the contract are settled.

14. Confidentiality

None of the information provided by the client will be made public by Agoria nor disclosed to third parties. Within the framework of the contract, Agoria undertakes to only involve the people, partner organisations and subcontractors who are necessary for the performance of said contract, and shall impose on them the same duty of confidentiality as that covered in this section.

Due to their confidential nature, the client will not make public, communicate or provide to third parties Agoria's quotations, advice, reports, lists and related documentation resulting from the performance of the contract without Agoria's prior consent. The client will only use these quotations, reports, lists and related documentation for its own use. The client will take all reasonable precautions to prevent any unauthorised publication or use.

Insofar as it has the express agreement and prior written consent of the client, Agoria has the right to publish some information pertaining to the performance of the contract, particularly in newsletters or other reports.

The above does not apply to any information that is in the public domain or of which Agoria already has knowledge when it is released by the client, and no longer applies if the information falls into the public domain at any time without any breach of the foregoing provisions on the part of Agoria or when Agoria can prove that it obtained this information from a third party who did not breach any duty of confidentiality.

15. Non-solicitation

The client undertakes not to solicit, directly or indirectly, personnel of Agoria, without the prior express written agreement of Agoria.

This non-solicitation obligation is valid for the duration of the contract and for eighteen (18) months after its termination.

Where this obligation is not honoured, the defaulting party shall be liable for compensation amounting to thirty-six (36) months of the gross salary that the solicited employee was receiving at the time he/she was solicited.

16. Transfer of rights

Unless agreed in writing beforehand by Agoria, the client is not allowed to transfer all or part of its rights to third parties. Third parties should be understood as also encompassing the companies related to the client, such as branches, subsidiaries and parent companies.

17. Severability Clause

If any provision of these Terms and Conditions or the contract to which they apply were to be declared wholly or partly illegal, invalid or unenforceable under applicable law, this would not result in the invalidity, illegality or unenforceability of other provisions of these General Terms and Conditions or the contract.

18. Applicable law and competent court

This contract is governed by Belgian law. Any dispute as to its validity, interpretation or implementation shall be the exclusive jurisdiction of the courts of the district where Agoria is headquartered.