

GENERAL TERMS AND CONDITIONS

Cyberinvest, with registered office at L-1311 Luxembourg, Boulevard Marcel Cahen 27B, registered in the RCS under number B150064, email: contact@presencegroup.eu, represents a group of companies known under the trading name "The Presence Group" (hereinafter "The Presence Group") specialised in organising translations, interpreting services, multilingual company events, conferences and European Works Councils throughout Europe.

These General Terms & Conditions (hereinafter 'Terms'), apply to those services provided by The Presence Group entities, which include:

- Presence Communication SA, 24 Bohey, 9647 Doncols, Luxembourg, VAT: LU22 262 536;
- Presence Translate & Interact B.V., Turennestraat 33, 6221 AR Maastricht, the Netherlands, VAT: NL85 633 0875 B01;
- Presence GmbH, Hörwarthstrasse, 25, 82335 Berg, Germany, VAT: DE298975487;
- Presence Translation and Interaction Strategies Limited, 6-9 Trinity Street, Dublin 2, Ireland, VAT: IE3340538BH;
- P.H.D. SA, 24 Bohey, 9647 Doncols, Luxembourg, VAT: LU23 61 66 49.

The legal relationship between The Presence Group and the Customer (collectively referred to as the 'Parties') is governed by these General Terms & Conditions (hereinafter the 'Terms'), which may be supplemented by Special Terms & Conditions specific to the Assignment (collectively the 'Agreement').

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1. Application

1.1. These Terms apply to the following The Presence Group services (hereinafter the "Services"): interpreting services, technical support, coordination/organisation of meetings and events, training, note-taking and translations,

and all other services and products related to the provision thereof. Special provisions apply to each service offered, in addition to the general provisions that apply to all Services. In the event of a discrepancy, the special provisions shall prevail over the general provisions.

1.2. These Terms have force of law in the relationship between The Presence Group and the Customer and nullify all written or oral agreements, contracts, proposals and commitments that relate to the same subject matter and that precede the date of the final Agreement between the Parties. All special agreements, additions or amendments to these Terms are only legally valid if confirmed in writing by The Presence Group.

1.3. When submitting a request for a quote via The Presence Group website, the Customer must expressly accept these Terms, thereby agreeing to the applicability of these Terms, to the exclusion of all other terms and conditions. This express acceptance occurs by ticking the checkbox at the bottom of the quote request form.

When requesting a quote, in a manner other than the quote request form via the website, the Terms will be accessible via link included in the quote. The Customer must accept these Terms before any quote will be considered accepted.

Acceptance of these Terms may also be tacit. The tacit acceptance is derived from the normal performance of the Services by The Presence Group, or they are deemed to have been accepted by the Customer if the latter has not objected within a reasonable period of time after receipt, hereby determined to be 7 calendar days. The Customer hereby waives any general or special conditions stated in its own commercial documents or correspondence.

1.4. Under no circumstances will the General Terms and Conditions of the Customer or of third parties apply, unless otherwise agreed in writing between the Customer and/or the third parties and The Presence Group.

1.5. If the Customer acts on behalf of a legal entity, he/she will at all times be held personally and jointly responsible with the legal entity for outstanding invoices if it turns out that the Customer was not authorised to act on behalf of the legal entity at the time of placing the order or if the legal entity on whose behalf the order was signed fails in its duty to pay.

2. Entry into the Agreement

2.1. After the Customer requests a quote, The Presence Group will submit its quote to the Customer (hereinafter the 'Quote'). If the Customer intends to accept the Quote, the Customer must send a written confirmation to The Presence Group before the end of the validity date of the Quote. The Agreement between The Presence Group and the Customer comes into effect when Customer accepts The Presence Group Quote, and The Presence Group acknowledges Customer's acceptance of the assignment, either via email or automated acceptance acknowledgement through any The Presence Group system (hereinafter referred to as the 'Assignment Confirmation' and the 'Assignment' respectively). The

Presence Group reserves the right to refuse an Assignment, based on objective criteria.

2.2. The Assignment Confirmation will be sent to the email address provided by the Customer. It is the Customer's responsibility to ensure that the messages do not end up in the spam folder.

2.3. Only Services expressly mentioned in the Assignment Confirmation are included in the Agreement. All changes and additional services for any reason whatsoever fall outside the original Agreement.

3. Termination of the Agreement

3.1. The Agreement arising from the accepted Terms and Assignment Confirmation is entered into for the entire duration of the agreed Services and their performance.

3.2. Either Party may immediately terminate or suspend the Agreement in the event of gross negligence or breach on the part of the other party or in the event of ordinary negligence or breach if it could not be remedied 14 days after notice of default.

Where applicable, the Customer will not be able to claim reimbursement of prepaid fees or any compensation. In the event of early termination, all pending amounts will become due and all Services provided that have not yet been invoiced may be invoiced.

Nevertheless, each Party accepts to grant the other Party a reasonable period of time to remedy its possible breaches, and to always seek an amicable settlement first.

3.3. The Presence Group is entitled to terminate the Agreement immediately and without prior notice by means of a registered letter in the event of Customer's bankruptcy, liquidation, cessation of payment or deterioration of the Customer's creditworthiness, or if there are substantiated reasons to doubt the Customer's ability to meet its obligations, or meet them on time, or if Customer acts in violation of one or more of these Terms, without the Customer having the opportunity to hold The Presence Group liable for the payment of damages caused by any such termination.

4. Cancellations

4.1. Cancellation by the Customer

4.1.1. If, after entering into the Agreement, the Customer postpones the execution date set down in the Assignment Confirmation to a later date, such postponement will be regarded as a cancellation of the original Assignment. Any new arrangement made following such postponement will constitute a separate Assignment that is subject to the prices and Terms applicable at that time, and for which a new Assignment Confirmation will be drawn up.

If the Customer cancels the Assignment, as set down in the Assignment Confirmation, after entering the Agreement — which includes any postponements — the Customer will owe a cancellation fee due to the costs already incurred, preparatory actions, lost profit, administration costs, etc. that will be determined as follows.

4.1.2. Cancellation fee for interpreter, note-taker, moderator and technical support services:

- The Customer will owe a flat-rate cancellation fee of 25% calculated on the price included in the Assignment Confirmation plus any expenses

already incurred by The Presence Group in preparation for the Assignment, after the Agreement has been entered into.

- The Customer will owe a fixed cancellation fee of 35% calculated on the price included in the Assignment Confirmation plus any expenses already incurred by The Presence Group in preparation for the Assignment, if the Customer cancels the Agreement 90 to 60 working days before the execution date.
- The Customer will owe a flat-rate cancellation fee of 50% calculated on the price included in the Assignment Confirmation plus any expenses already incurred by The Presence Group in preparation for the Assignment, if the Customer cancels the Agreement 60 to 30 working days before the execution date.
- The Customer will owe a flat-rate cancellation fee of 75% calculated on the price included in the Assignment Confirmation plus any expenses already incurred by The Presence Group in preparation for the Assignment, if the Customer cancels the Agreement 30 to 15 working days before the execution date.
- The Customer will owe a flat-rate cancellation fee of 100% calculated on the price included in the Assignment Confirmation, if the Customer cancels the Agreement less than 15 working days before the execution date.

The above flat-rate cancellation fee is without prejudice to The Presence Group's right to claim a higher cancellation fee in the event that a greater loss can be proven.

4.1.3. Cancellation fee for technical equipment and for digital technologies

The Customer shall owe a cancellation fee if the Customer cancels the Assignment after the Agreement has been entered into, of 50% calculated on the price as included in the Assignment Confirmation, plus any expenses already incurred by The Presence Group in preparation for the Assignment. In the event that the cancellation takes place two weeks before the execution of the Assignment, the Customer will owe a cancellation fee of 100% of the price as included in the Assignment Confirmation, plus any expenses already incurred by The Presence Group in preparation for the Assignment.

4.1.4. Cancellation fee for training courses

The Customer shall owe a cancellation fee if the Customer cancels the Assignment after the Agreement has been entered into, of 50% calculated on the price as included in the Assignment Confirmation, plus any expenses already incurred by The Presence Group in preparation for the Assignment. In the event that the cancellation takes place two weeks before the execution of the Assignment, the Customer will owe a cancellation fee of 100% of the price as included in the Assignment Confirmation, plus any expenses already incurred by The Presence Group in preparation for the Assignment.

4.1.5. Cancellation fee for written translations

In the event of cancellation, the Customer and/or End-client will owe a cancellation fee of 20% of the total amount, plus any expenses already incurred by The Presence Group in preparation for the Assignment.

In addition to the cancellation fee, the services already provided will be invoiced and will become immediately due and payable.

4.2. Cancellation by The Presence Group

If The Presence Group cancels the Assignment 15 days before the execution of the Service, The Presence Group will not owe any cancellation fee. If The Presence Group cancels the Assignment less than 15 days before the performance of the Service, The Presence Group will owe flat-rate cancellation fee equal to the excess cost to Customer of any replacement solution over The Presence Group quote, up to EUR 2,000. Under no circumstances shall The Presence Group be liable for damages in excess of EUR 2,000.

5. General Prices

5.1. The Presence Group expresses the applicable prices in Euros excluding VAT. The Parties agree that the applicable prices are those in force at the time of entry into the Agreement between The Presence Group and the Customer.

5.2. The prices stated in the Assignment for the services offered by The Presence Group are exclusive of the following costs, unless expressly stated otherwise in the Assignment or the Agreement:

- a) Travel expenses for interpreters, technicians, note-takers and other team members, as well as the necessary material for the performance of The Presence Group Services: All costs associated with travel to and from the location(s) where the services are performed, including but not limited to airfare, train tickets and fuel costs. This applies to both local and international travel.
- b) Accommodation costs: All costs related to the stay, including but not limited to costs for a hotel or other forms of accommodation. Accommodation costs will apply if the Assignment extends over several days, or if the distance is such that it is considered unreasonable for the team members to return after the completion of the Assignment.
- c) Meals: Lunch must be provided by the Customer to all The Presence Group team members (including technicians). If the Assignment extends over several days, a dinner must be provided by the Customer to all The Presence Group team members. If no lunch and/or dinner is provided, the Customer will owe a lump sum reimbursement equal to the appropriate per diem rates applicable to the Assignment.

By accepting these Terms, the Customer acknowledges that the above costs are not included in The Presence Group's Assignment, unless expressly agreed otherwise, and that they will therefore be charged separately in accordance with the costs actually and reasonably incurred.

5.3. Any price increase, which may arise from various causes, but not limited to changes in legislation, which is completely beyond The Presence Group's control, prior to the execution date, will automatically and without prior notice bring about a revision of the prices stated in the Agreement without the Customer's right to termination of

the Agreement or any compensation on this basis. In general, The Presence Group reserves the right to make a price adjustment, provided it has a valid reason for doing so. Any price adjustment will be limited in accordance with the relevant legal guidelines.

6. Payment

6.1. Payment must be made immediately after receipt of the invoice and at the latest within a period of 15 days, unless another arrangement has been agreed between the Parties.

6.2. When the Agreement has been entered into, upon receipt of the Assignment Confirmation, the Customer must pay a deposit of 50% for the Services included in the Assignment, unless otherwise stipulated. After The Presence Group has completed the Services and upon receipt of the final invoice, the Customer shall immediately pay the remaining amount in accordance with Article 6.1.

6.3. If accommodation is to be booked in accordance with Article 5.2.b), the Customer must pay a deposit of 100% for all bookings for The Presence Group team members, unless otherwise stipulated.

6.4. Any bank and transaction fees will be charged to the Customer.

7. Invoicing

7.1. Any dispute by the Customer regarding an invoice must be addressed to The Presence Group immediately, and at the latest five (5) days after receipt, by registered letter. Any dispute after this date will be considered null and void.

7.2. In the absence of payment when due by a Customer, the invoice amount will be increased ipso jure and without prior notice of default with an interest equal to 1% per month, calculated on the outstanding amount, with each month started considered as an additional month, plus a flat-rate compensation of 15% on the amount of the unpaid invoices, with a minimum of EUR 150.00 as a compensation clause for extra-judicial collection costs and contractual damage. All collection costs are also borne by the defaulting Customer.

7.3. Insofar as the Customer remains in default to pay one or more outstanding invoices from The Presence Group (including the down payments cf. articles 6.2), The Presence Group reserves the right to suspend the performance or further performance of the Services until all outstanding amounts are settled (including the added compensation and interest on arrears). In any case, the Customer owes all amounts for the services performed and expenses incurred by The Presence Group, including the judicial and extra-judicial costs.

7.4. By failing to settle an invoice on the due date, the Customer automatically becomes liable for settling all other outstanding invoices, even if they were not yet due and payable.

8. Interpreting Services

8.1. General

8.1.1. The Presence Group undertakes to provide interpreting services of the highest quality, tailored to the specific needs of the Customer. The execution of these Services will take place to the best of our knowledge and

ability, in accordance with the requirements of good workmanship, professionalism and care.

8.1.2. The Presence Group only uses freelance interpreters who have an excellent command of the language in which they are interpreting as a mother tongue, and the main language of the meeting as a first language, or vice versa.

8.1.3. Interpreters generally work in teams of two per language, alternating every 30 minutes. One interpreter may only carry out the Assignment under Special Terms, which must be agreed in writing.

8.1.4. Interpreters shall under no circumstances work beyond 23:00 if they are also required to be available the next day to perform the Services, unless otherwise agreed with The Presence Group.

8.2. Allowance for interpreters

8.2.1. Interpretation fees are calculated per day, with a day consisting of 8 hours (8 hours or work + 1 hour for lunch), unless otherwise agreed, and depending on the language, location and/or technology used in the Assignment.

8.2.2. If the working hours as defined in the Agreement are exceeded, the reimbursement costs as included in the Agreement will be charged pro rata per interpreter and per started hour.

8.2.3. The daily rate includes all interpreting services offered during normal working hours. If interpreters are requested to work during lunchtimes, dinners, city visits or any other activity outside working hours, they are entitled to an additional fee, as stipulated in the Assignment or the Agreement.

8.2.4. The daily rate includes interpretation services and the recording thereof for internal purposes only. In the event recordings are used for use or publication outside the boundaries of the legal entities of The Presence Group clients or their related entities, additional fees for such use or publication will apply.

8.3. Specific liability

It is the Customer's responsibility to provide The Presence Group with all relevant information and documentation necessary for the preparation of the Assignment. These must be delivered at least one week before the start of the Assignment. In the absence of timely delivery of the required documentation, The Presence Group cannot be held liable for the reduced quality as a result of insufficient preparation time, or inadequate information.

8.4. AI Interpretation and Captioning

The Presence Group may from time to time offer AI-powered captioning or interpretation services to Customer as a supplementary service, in conjunction with or in place of other interpreting services. The Customer acknowledges that Customer has been made aware of the limitations and considerations involved in AI interpretation and captioning, and in the event Customer opts for such services, Customer does so because such services are appropriate for the Customer's purposes and match Customer's expectations. In no event shall The Presence Group substitute AI interpretation or captioning for human-powered services unless expressly agreed by Customer.

8.5. Recordings of interpreting services and GDPR compliance

Insofar as interpreting services involve any recordings, Article 20.6 will apply mutatis mutandis.

9. Technical Equipment and Technical Support

9.1. General

9.1.1. The Presence Group undertakes that all technical equipment used by The Presence Group in the performance of its Services complies with the latest standards and norms for conference systems and interpreting booths.

9.1.2. The Presence Group ensures that its technicians are competent professionals, and will be available to support the Customer during the performance of the Services. Technical support by The Presence Group is exclusively limited to the technical equipment supplied or installed by The Presence Group itself. Under no circumstances does The Presence Group accept responsibility for the functioning of technical equipment provided by the Customer itself or third parties.

9.1.3. For the performance of the Services, the space for the installation of the equipment must be available one day before the start. If the audiovisual equipment has to be set up after 18:00 on the day before the Assignment start date due to the fault of the Customer, The Presence Group shall have the right to impose a surcharge of EUR 500.

9.2. Prices

Prices stated in the Quote include the installation (one day before the meeting) and the removal of the equipment and the on-site technical assistance. With regard to accommodation, travel expenses and meal allowances, reference is made to Article 5.2. of the Terms.

9.3. Specific liability

9.3.1. The Customer is unconditionally and fully liable for any loss, theft or any form of damage to the audiovisual equipment ('AV Equipment'), for the duration of the execution of the Assignment. This liability extends from the moment of installation up to and including the de-installation of the AV Equipment. The Customer's liability will at least relate to the costs charged by any AV supplier to The Presence Group, in addition to any other damage that The Presence Group suffers as a result of the loss, theft or damage to the AV Equipment. This includes, but is not limited to, direct and indirect damage, consequential damage, and loss of profits.

9.3.2. The Customer shall promptly notify The Presence Group of any incident in which AV Equipment is lost, stolen, or damaged.

10. Digital or Online Technologies

10.1. General

For the performance of certain Services, The Presence Group uses digital technologies to organise virtual and hybrid meetings, with a digital communication platform that is accessed by the Customer from one of the following devices: PC, tablet and/or smartphone.

By offering digital communication platforms, interpreters and participants are not necessarily physically present in the meeting room, but can participate from their own location anywhere in the world, allowing multilingual

meetings to be organised. For example, The Presence Group offers the following digital communication platforms:

- "The Presence Group multilingual online meetings and webinars" are digital solutions for the organisation of multilingual webinars with simultaneous interpreting;
- "The Presence Group multilingual conference calls" are digital solutions for the organisation of multilingual telephone meetings with simultaneous interpretation;
- "The Presence Group Metaverse online events" are digital solutions for the organization of events in the metaverse, hosted on behalf of Customer on a platform appropriate for hosting metaverse events.

10.2. Invoicing

10.2.1. For invoicing, the total final duration of the services provided by the digital communication platforms offered by The Presence Group will be rounded up to full hours, or to the next minute, depending on the platform used.

10.2.2. If an order is placed to use digital technologies/communication platforms offered by The Presence Group five working days before the start of a planned meeting or event, the Customer will be charged an express fee of EUR 150.00, in addition to the other costs due.

10.3. Specific liability

10.3.1. The Presence Group offers the digital and online communication platforms, without any form of express or implied warranty. The Presence Group does not provide complete assurance as to the quality, performance, or suitability for any particular use of the online technologies and communication platforms, including no warranty that they meet the saleability requirements or are fit for specific purposes envisaged by Customer.

10.3.2. The Presence Group cannot be held liable for defective performance, or non-execution due to environmental and technical factors, over which The Presence Group has no control, including negligence, inattention or misuse by the Customer or a third party.

10.3.3. With regard to the use of digital technologies and platforms that rely on an Internet connection, The Presence Group strongly recommends the use of a cable Internet connection. The Presence Group bears no liability for fluctuations or instability in the internet connection of the presenter or listeners, or for technical malfunctions of computer, mobile phones, tablets, or any other equipment used by the presenter or listeners. In addition, The Presence Group is exempt from liability for disruptions, interruptions or any other nuisance in the service provision of the digital technologies and communication platforms caused by circumstances beyond its direct control.

10.3.4. The Presence Group will, if applicable, provide a system audit to the users of the digital technologies prior to the execution of the Assignment, with the aim of increasing compliance with the system requirements, and reducing the risk of disruption to the services. If technical problems have been encountered after the system check, The Presence Group will endeavour to remedy these problems in all reasonable ways.

10.3.5. Under no circumstances shall The Presence Group be liable for any reduction in quality of interpreters' performance due to noise or any other disruptive factor resulting from the use of digital communication platforms not provided by The Presence Group.

10.4. Hardware and software requirements

10.4.1. On request, The Presence Group will make available a list of headphones that are compatible with the Services provided. This list is provided for information purposes only and offers no guarantees whatsoever in relation to the performance of the equipment listed. The Presence Group accepts no liability whatsoever for any aspect of the sound quality that is due to the performance or suitability of the headphones used, regardless of whether the user used recommended, non-recommended or no headphones. This includes but is not limited to interference, technical faults, and the quality of both the original sound and the simultaneous interpretation.

10.4.2. The Presence Group recommends that users always use the latest version of Google Chrome for optimal compatibility with the Services provided. The use of other browsers may lead to technical faults or reduced quality of the Services. However, The Presence Group offers no guarantees and accepts no liability whatsoever for any faults, poor sound quality or reduced quality of simultaneous interpretation, even if the recommended browser is used.

10.4.3. With regard to the "The Presence Group multilingual conference calls" platform, the Customer/user must ensure a good telephone connection and access to the "The Presence Group multilingual conference calls" platform via their internal telephone system. The Presence Group makes the necessary efforts to provide the user with technical support.

10.5. Firewalls and Security

10.5.1. The Presence Group undertakes to take all reasonable technical and organisational measures to prevent unauthorised access, loss, misuse, alteration and disruption of information and communication.

10.5.2. The Customer must take all necessary IT measures to be able to participate in the digital communication platforms. The Presence Group must be informed of technical problems no later than two days before the start of the Services. The Presence Group makes every effort to take the necessary corrective measures.

11. Coordination/Organisation of Meetings and Events

11.1. Prices

11.1.1. Coordination

The hourly rate for on-site coordination defined in the Assignment is calculated per commenced hour, and per appointed coordinator. This rate does not include any extra costs, including but not limited to: transportation, meals, overnight stay, etc.

11.1.2. Organisation

If the Customer has instructed The Presence Group to undertake the entire organisation of the meeting, an organizational cost shall be imposed, as represented in the Quote (excluding costs for audiovisual interpreting equipment, minutes and transport).

11.1.3. Hotel bookings

The included hotel prices are exclusive of VAT & tourist tax. The General Terms and Conditions of the preferred hotel apply to bookings.

11.2. Specific liability

11.2.1. The Customer is liable for the damage caused by itself or its participants during the events, or in the hotels and will indemnify The Presence Group for claims from third parties in this respect. The Presence Group can in no way be held liable for misconduct or accidents of the Customer and its employees or guests.

12. Training

12.1. General

The training provided by The Presence Group in conjunction with Customer's European Works Council ('EWC') or any other non-EWC needs is tailor-made and adapted to the Customer's specific requirements, including careful analysis of, where applicable, EWC Metrics, Dynamics and Roadmap.

12.2. Prices

12.2.1. The prices relating to the training are exclusive of the costs included in Article 5.2. of the Terms.

12.2.2. Training materials will be made available to the Customer in English. At the request of the Customer, the training material can be provided in another language, the translation of which will be charged separately.

12.3. Specific liability

The Customer must make all necessary and relevant information and documentation available to The Presence Group in preparation for the training session at least two weeks before the start of the event. In the absence of timely provision of this information, The Presence Group will not be able to guarantee the quality of the service and accepts no liability for any problems arising therefrom.

12.4. Intellectual Property Rights

12.4.1. All intellectual property rights relating to the EWC Metrics, EWC Dynamics, and EWC Roadmap, as well as the training materials and any other materials or information provided during the performance of the training services, are the exclusive property of The Presence Group. The Customer acknowledges that such materials and information are protected by applicable intellectual property rights, and Customer agrees to use them only for purposes related to the specific training session(s) and not for any other purposes without the prior written consent of The Presence Group. All information and documentation provided to the Customer by The Presence Group, irrespective of how they are provided, shall remain the property of The Presence Group. The performance of the Services does not constitute any transfer of intellectual property rights.

12.4.2. In the event of a breach by the Customer, reference is made to Article 19.4. of the Terms.

13. Note-Taking

13.1. General

The Presence Group's note-takers undertake to use all reasonable endeavours to draw up detailed summaries of the discussions that take place during meetings. These

summaries can be drawn up both live during the meeting and from sound recordings.

13.2. Prices

The prices for taking minutes are exclusive of the costs included in Article 5.2. of the Terms.

13.3. Specific liability

13.3.1. Note-takers may conduct their work on the basis of live listening during the meeting or by means of sound files provided. The Customer must provide The Presence Group with a detailed brief and all relevant information relating to the event no later than one week before the start of the event. In the absence of timely provision of this information, The Presence Group will not be able to guarantee the quality of the service and accepts no liability for any problems arising therefrom.

13.3.2. The Presence Group undertakes, provided that the quality of the original sound or digital recordings supplied is sufficient for transcription, to make the best possible effort to draw up accurate meeting minutes. The Customer will be informed if the quality of the recording is insufficient, which may result in additional time required for the note-takers to conduct their work, or an inability to accurately capture proceedings from the provided recordings. In the event that the recording is provided by The Presence Group, the responsibility for the quality lies with The Presence Group.

The Presence Group is not responsible for any loss of or damage to sound recordings or digital recordings during transmission or electronic delivery. It is the Customer's responsibility to take appropriate measures to protect the sound recordings or digital recordings prior to delivery.

13.4. AI Note-Taking

The Presence Group may from time to time offer AI-powered note-taking services and related derivative summaries and products to Customer. The Customer acknowledges that Customer has been made aware of the limitations and considerations involved in AI note-taking, and in the event Customer opts for such services, Customer does so because such services are appropriate for the Customer's purposes and match Customer's expectations. In no event shall The Presence Group substitute AI note-taking for human-powered services unless expressly agreed by Customer.

13.5. Recordings of meetings and GDPR compliance

Insofar as note-taking services involve any recordings, Article 20.6 will apply mutatis mutandis.

14. Translations

14.1. General

14.1.1. The material to be translated is supplied to The Presence Group at the expense of the Customer.

14.1.2. The Presence Group undertakes to make all reasonable efforts to provide high-quality translations that accurately reflect the content of the source text. The translators use recognised dictionaries for this purpose and follow the usual rules for language use, spelling and grammar. If there are specific preferences regarding spelling and terminology, these can be communicated to The Presence Group.

14.2. Prices

14.2.1. The prices for translations are calculated based on the number of words in the text to be translated. For translation assignments with a limited number of words (less than 300 words), a minimum of 300 words will be charged. In the event an exact word count is not possible, a project-specific/Assignment price will be offered.

14.2.2. All shipping costs will be charged separately, and will be borne by the Customer.

14.2.3. Costs related to specific translation jobs, including but not limited to sworn translations, PowerPoint translations and PDF files will be charged separately.

14.3. Specific liability

The performance of the Services, with regard to the written translations, shall be carried out in total professional independence and according to best efforts, in accordance with the requirements of good workmanship, in accordance with the chosen budget option for written translations, as specified in the Agreement or the Order Form.

14.4. Execution period

14.4.1. The deadlines and schedule for translations stipulated by The Presence Group are made without obligation with regard to the execution date, which is always approximate, unless otherwise agreed in writing.

14.4.2. Under no circumstances can non-compliance with a deadline be regarded as a reason for terminating or cancelling the Agreement, or for claiming any compensation.

14.4.3. The Presence Group cannot be held liable in any way for the late delivery or loss of material sent by third parties, or for damage incurred during transport.

14.5. Machine translation and machine translation with post-editing (MT and MTPE)

The Presence Group may offer MTPE services to Customer when the document type, subject matter, and language combination suggest MTPE is an appropriate solution, and when the resultant work product is expected to be of similar quality as other translation services. In such case, the translations will be reviewed by a language specialist or specialists and amended where necessary before being delivered to the Customer.

The Presence Group also offers machine translation without human intervention. In such case, the Customer expressly acknowledges and accepts that the content delivered is generated automatically by a machine translation system, without quality control or content verification by a human language specialist. The Customer acknowledges that it has been made aware of the limitations and considerations involved in AI translations, and in the event that the Customer opts for such services, it does so because such services are appropriate for the Customer's purposes and match the Customer's expectations. The Customer expressly accepts that inherent limitations may present in machine translation without human intervention, including possible inaccuracies, incompleteness or contextual errors. The Customer bears full responsibility for the use of the translation delivered using such means.

15. Complaints

15.1. The Customer undertakes to check the quality of the Services performed. Any complaint must be addressed to The Presence Group by written communication within 48 hours after performance of the Service (or within 5 days after the delivery of deliverable documentation), unless otherwise specified in the Terms or in the Agreement.

15.2. Complaints should be provided with a detailed description, and should be substantiated and supported by valid arguments. If the previous conditions are not met, the complaint will be considered null and void.

15.3. In no event shall the lodging of a complaint entitle the Customer to suspend compliance with its payment obligations. In the event of a substantiated complaint, The Presence Group undertakes to take corrective action, when, and as soon as, possible.

15.4. A complaint will not be dealt with if it arises from the failure to provide all relevant and detailed information as included in these Terms in a timely manner.

15.5. Specific provisions for complaints relating to translations

15.5.1. If translations for which The Presence Group has been instructed are intended for official publication or use by the Customer or by a third party, the Customer shall communicate any complaints to The Presence Group in accordance with this Article 15 before such publication or use. Under no circumstances can The Presence Group be held responsible for any errors (except in the case of willful intent or egregious error) discovered after the date of publication or after the deadline for complaints has expired.

15.5.2. If the Customer initiates an official publication or printing process without having notified The Presence Group of a complaint prior to the print or publication date, this automatically implies that the Customer has accepted the translations as provided by The Presence Group. This means that under no circumstances can The Presence Group be held liable for any errors (except for intent or serious error) or damage resulting from this after the texts or documents, translated by The Presence Group, have been printed or published by the Customer.

16. Subcontractors

16.1. In the performance of the Agreement, The Presence Group is at all times authorised, without prior notice or approval by the Customer, to use subcontractors, assistants, service providers or other third parties performing the Agreement on behalf of The Presence Group (hereinafter jointly referred to as 'subcontractors').

16.2. The Presence Group will provide these subcontractors with the information, data and documents that are necessary or useful for the performance of the agreed Services.

16.3. The Presence Group guarantees that all subcontractors are bound by confidentiality and data protection obligations that are at least equal to the obligations on the part of The Presence Group pursuant to this Agreement.

16.4. In accordance with Article 17 of the Terms, The Presence Group is responsible for the performance of the Agreement, including any Services performed wholly or in part by subcontractors.

16.5. By way of derogation from the applicable law, the Customer expressly waives its right to bring a direct extra-contractual claim against the subcontractor used in the performance of the Agreement. In case of damage or faulty performance of the Services, the Customer undertakes to solely hold The Presence Group liable. The Presence Group will also serve as the only point of contact for all aspects of the performance of the Agreement.

17. Liability

17.1. The Presence Group shall not be liable for any damage, of whatever nature, resulting from the Customer's failure to comply with the Agreement, nor shall it be liable for damage caused directly or indirectly by an act of the Customer or of a third party, whether caused by error or negligence.

17.2. Except for the liability that is mandatorily imposed by law and expressly agreed in the General Terms and Conditions, The Presence Group is only liable for the damage caused by its intent or gross negligence. Under no circumstance shall The Presence Group be liable for any loss or indirect damage, including but not limited to consequential damage, loss of profits, missed opportunities, reputational or image damage to third parties, which may be wholly or partly the result of its actions, or those of its appointees.

17.3. If The Presence Group's liability is maintained, such liability will be limited to the invoice value, excluding VAT.

17.4. The Presence Group makes every effort to ensure that its website is accessible and available seven days a week, 24 hours a day. However, it is possible that due to routine maintenance, website or network updates, or other causes or interruptions, access to the site may be interrupted through no fault of The Presence Group. The Presence Group cannot be held liable for any loss or damage resulting from such interruptions. It shall moreover not be liable for damage caused directly or indirectly by the use of the website.

17.5. The Presence Group implements advanced scanning procedures for virus detection and subjects all incoming documents to such control. The Presence Group refrains from opening unsolicited attachments and email messages that have no obvious relevance. Notwithstanding these precautions, the responsibility for scanning email messages and attachments sent by The Presence Group rests with the Customer. The Presence Group hereby expressly excludes any liability or responsibility for any damage to files arising from or related to infection with viruses.

18. Force Majeure

18.1. With the exception of the payment obligations, the Parties cannot be held liable for delays or defects in the execution of the Agreement if these delays or defects are the result of facts or circumstances that are independent of the will of one of them, that are unforeseeable and that cannot be avoided (force majeure), including but not limited to illness or unavailability of the executives concerned,

exceptional weather conditions, total or partial strikes that can impact the delivery of services or products, epidemics and pandemics, earthquake, fire, storm, flood, water damage, and blockage of the computer, IT or telecommunications system.

18.2. If one of the Parties is affected by a situation of force majeure, it will inform the other Party immediately and in writing. These aspects therefore release The Presence Group from complying with the agreed execution period, without the Customer being able to assert any right to compensation for costs, damage and interest.

18.3. In the event of force majeure, the Parties may suspend the execution of the Agreement during the period in which the force majeure exists, or terminate the Agreement (by registered letter) if the force majeure persists for more than one month. In that case, the Customer is obliged to compensate The Presence Group for the Services and products already delivered (in whole or in part) without any compensation being owed.

19. Intellectual Property Rights

19.1. Intellectual Property Rights means: All intellectual, industrial and other property rights (whether registered or not), including but not limited to copyrights, neighbouring rights, trademarks, trading names, logos, drawings, models or applications for registration as a design, patents, applications for patents, domain names, know-how, as well as rights to databases, and computer programs. The execution of the Assignment does not extend to any transfer of the Intellectual Property Rights, unless expressly agreed in writing.

19.2. The Intellectual Property Rights to the material used or developed by The Presence Group in the preparation or execution of the Agreement, including but not limited to the translations, minutes, notes, designs, design presentations, concepts, choice of material, illustrations, logos, drawings, sketches, photographs, images, descriptions, data, product or company names, texts, quotations, invoices, etc. in any form whatsoever, are and remain the property of The Presence Group, insofar as it is not the property of the Customer.

19.3. The Customer will respect The Presence Group's Intellectual Property Rights at all times and use reasonable efforts to protect those rights. The Customer shall immediately notify The Presence Group of any infringement by third parties of the Intellectual Property Rights of The Presence Group of which it becomes aware.

19.4. In the event of an infringement by the Customer of the provisions of Intellectual Property Rights, the Customer must pay to The Presence Group compensation of EUR 5,000.00 per established infringement, without prejudice to the right of The Presence Group to prove the full extent of damage and to have it compensated.

20. Processing of Personal Data

20.1. In accordance with the General Data Protection Regulation of 24 May 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter 'GDPR'), The Presence Group collects and processes the personal data of the Customer and its employees for its customer management (including

customer administration, follow-up of Assignments, invoicing, follow-up of solvency and the sending of marketing and personalised advertising).

The personal data are processed on the basis of Article 6.1.b (performance of the contract), and 6.1.f (legitimate interests) under the GDPR rules.

If this is necessary for the achievement of the intended purposes, the Customer's personal data will be shared with other companies within the European Economic Area that are directly or indirectly connected to The Presence Group. The Presence Group will require these recipients to take the necessary technical and organisational measures to protect the shared personal data. The personal data processed for customer management will be kept for the period necessary to comply with the legal requirements (including in the field of accounting).

20.2. The Customer and its employees have the right to inspect their personal data at any time and can correct them or have them corrected if they are incorrect or incomplete, have them erased or have their processing restricted. In addition, the Customer has the right to obtain a copy (in a structured, common and machine-readable form) of its personal data and to have the personal data forwarded to another company. In addition, the Customer may object, free of charge, to any processing of its personal data for the purpose of direct marketing. To this end, the Customer must send a written, dated and signed request to The Presence Group. In the event of any doubt as to the identity of the data subject, The Presence Group will request additional information that enables identification.

20.3. All personal data obtained and processed via the website will be treated confidentially and will under no circumstances be passed on to third parties.

20.4. For more information regarding its Privacy Policy, The Presence Group refers to its privacy statement available at <https://www.presencegroup.eu/en/privacy>.

20.5. The Presence Group takes all necessary technical and organisational measures to secure personal data. When personal data is transmitted to The Presence Group through online communication channels (e.g. WhatsApp), the person transmitting the personal data acknowledges the risks involved. The person who transmits personal data via online communication channels thus bears all potential risks associated with the use of the online communication channel. The Presence Group shall under no circumstances be held responsible for any risk, loss or damage caused by sharing personal data through these channels.

20.6. Insofar as The Presence Group makes audio or video recordings of any meetings as part of the performance of the Services (including interpreting services and note-taking), The Presence Group will act as a processor within the meaning of the GDPR, and the Customer will act as the data controller. The Customer is responsible for compliance with all obligations under the GDPR, including guaranteeing legitimate grounds for processing, obtaining consent from participants (if necessary), and providing information to data subjects. The Customer indemnifies The Presence Group for all claims by participants or third parties arising from the lack of valid consent or legitimate grounds.

As the data controller and in accordance with Article 13 of the GDPR, the Customer is responsible for providing adequate written information to participants prior to any recording, including information about the fact that the meeting is being recorded, the purposes, the retention period, and the rights of the data subjects (including inspection, rectification, deletion, restriction and objection). The Customer guarantees that this information is provided correctly and in full, and fully indemnifies The Presence Group against any liability arising from inadequate or non-compliance with this duty to inform.

If a participant to the meeting objects to any recordings being made prior to or during a meeting, The Presence Group will immediately cease recording or will not start recording. The Presence Group is not liable for any consequences arising from the cessation of the recording, including but not limited to any reduction in the completeness or accuracy of the minutes.

Unless otherwise agreed in writing, The Presence Group will delete any meeting recordings within 30 days following delivery of the final minutes to the Customer, or earlier if requested by the Customer.

21. Confidentiality

21.1. The Parties undertake to strictly protect the confidentiality of all information provided by the Customer in the context of the performance of the Services, including but not limited to the commercially sensitive business information. This obligation of confidentiality includes all oral, written, electronic or other forms of information that can be considered confidential or that has been expressly designated as confidential by the Customer.

21.2. The Parties will only use this confidential information for the performance of the Agreement. This confidential information will only be disclosed to subcontractors or employees if necessary for the performance of the Agreement, and if such subcontractors and employees are bound by a duty of confidentiality. Confidential information will also not be disclosed or made available to third parties by these sub-agents or employees of the receiving party without the prior written consent of the other party. The receiving party will also take all necessary measures to prevent the dissemination of this confidential information. The receiving party shall also take all necessary measures to prevent the disclosure of this confidential information.

21.3. Both during the term of the Agreement and after its termination, regardless of the reason for the termination, the parties undertake not to disclose to anyone any information of a personal or confidential nature concerning the other party, its company, method of operation, IT and/or software used, customers or suppliers, any company or commercial information, and other Confidential Information, regardless of the importance of this information or the circumstances, even indirectly, in which the receiving party received the information. Parties will also refrain from jeopardising the name and reputation of the other party.

21.4. The Parties therefore undertake at all times, both during the performance and after the termination of this Agreement, to maintain the confidential nature of this information and not to use, disclose or communicate to third parties any facts or information that have come to their knowledge or that they have developed themselves in the

context of the performance of this Agreement and that are normally not accessible to the public.

22. Nullity and forfeiture of rights

22.1. Any nullity, invalidity or non-enforceability of any of the provisions of these Terms and more generally of the provisions governing the legal relationship between the Parties for any reason whatsoever (in whole or in part) shall in no way affect the validity of the other clauses of these Terms despite the nullity of the disputed clause. The other provisions of these Terms therefore remain fully applicable. Insofar as possible, the clause that is declared null and void shall be replaced by a clause that as closely as possible describes the (economic) intention of the clause that is declared null and void.

22.2. Not invoking a right or not applying a sanction by The Presence Group in no way implies a waiver of right.

23. Applicable Law and Competent Authorities

These Terms and the overall legal relationship between The Presence Group and the Customer shall be solely and exclusively governed by the laws of Belgium. Any disputes arising from or in connection with the legal relationship between The Presence Group and the Customer will be settled exclusively by the courts of Leuven (Belgium), unless the law otherwise requires.