

# GENERAL AND SPECIFIC TERMS & CONDITIONS

Version: December 2025

## GENERAL TERMS & CONDITIONS

### 1. Offers and Agreements

- 1.1 The present general terms and conditions ("General Conditions") apply to all Offers (as defined hereunder) made by **Wisemen** (with registered office at Watertorenstraat 2, 3590 Diepenbeek, Belgium, registered under company number 0503.920.245) to the party receiving these ("Customer") except to the extent that Parties have agreed expressly and in writing to a separate agreement. If any Specific Conditions (see below) have been agreed upon, the General Conditions shall only apply to the extent that these Specific Conditions do not deviate from them. Hereinafter, Wisemen and the Customer are jointly referred to as the "Parties" or individually as a "Party".
- 1.2 Any offer, order form, order confirmation, etc. by Wisemen which contains a description of the services to be provided by Wisemen to the Customer will be considered as "Offer" (which is the definition of "Offer").
- 1.3 The Agreement (which is the definition of "Agreement") between the Parties consists of the following documents (in respective order and to the extent applicable): (i) the Offer of Wisemen, (ii) the Specific Conditions (if applicable), (iii) these General Terms & Conditions, and (iv) any addendum as agreed upon between Parties to be part of the Agreement.
- 1.4 Purchase or other conditions, including general terms and conditions, stipulated by the Customer shall not apply, unless and to the extent Wisemen has expressly accepted them in writing. The application of the Agreement constitutes a determining condition for the consent of Wisemen.
- 1.5 An Offer by Wisemen is as such non-binding until confirmed by Wisemen in writing as final. Any Offer by Wisemen is valid for a duration of thirty (30) days, unless expressly stated otherwise in writing.
- 1.6 Verbal arrangements and undertakings by Wisemen shall not be binding on Wisemen unless and to the extent they have been included in an Offer and confirmed expressly in writing by Wisemen in accordance with 1.5.
- 1.7 An Agreement between the Parties is only concluded after a written or electronic signature by the Parties, or the written or electronic confirmation of the Offer by Wisemen, and in any case at the moment that Wisemen commences the execution of the Agreement (which is to be considered as a confirmation of the Offer) after having received confirmation of the Customer, in writing (including e-mail).
- 1.8 The Customer confirms that, prior to the conclusion of this Agreement, it was fully informed by Wisemen about the decisive elements, such as the scope, the timing and the price. On the other hand, the Customer confirms it did not provide any misleading or inaccurate

information regarding the nature, scope, or terms and the Customer acknowledges that Wisemen may claim damages if Wisemen has a legitimate expectation that the Agreement would effectively be concluded, including in case of not complying with confidentiality agreements or making improper use of Confidential Information as defined in 8.1.

## **2. Prices and charges**

- 2.1 All prices are quoted exclusive of VAT and all other charges levied by the authorities in respect of the Agreement and its performance.
- 2.2 In no event shall prices confirmed by Wisemen for one Offer be binding for subsequent Offers, unless Parties agree explicitly that the prices will be applicable to multiple orders within a larger framework (agreement).
- 2.3 A separate individual price is calculated for every service, project, deliverable (including features), etc., (as relevant) explicitly determined in the confirmed Offer. This price is only valid for that specifically defined service, project, deliverable, etc. and therefore does not apply to other, even similar, services, projects, deliverables etc.
- 2.4 Additional services (i.e. not stated in the confirmed Offer), projects, deliverables (including features), etc., will be charged additionally to the Customer at Wisemen's then applicable rates. If Wisemen is, due to the late or non-delivery of complete, correct and clear data/materials from the Customer, or due to a modified or incorrect command and/or briefing, required to perform additional or other work, Wisemen reserves the right to invoice these activities separately. Wisemen may furthermore charge the work performed up to that point during the course of a project.
- 2.5 Wisemen reserves the right to adjust the fees annually following changes in economic conditions, such as, but not limited to, inflation, license costs, etc. In such case, Wisemen will inform the Customer of its intention to adjust the fees ninety (90) calendar days in advance. Wisemen will motivate its intention by objective reasons to adjust. Parties will discuss these new fees in good faith. If no mutual agreement can be reached within the 90-days period, the Customer will have the right to terminate the Agreement with immediate effect, without any compensation. If the Customer does not terminate the Agreement in such case, the new fees will have effect after the 90-days period.

For the avoidance of doubt, Article 2.5 applies only to discretionary fee changes other than the automatic indexation under Article 2.8.

- 2.6 Hosting arrangements will be invoiced annually in advance. Cancellation of a hosting arrangement does not entitle the Customer to any refund, as Wisemen remains contractually obligated to pay these costs to the third-party hosting provider who will support Wisemen in providing the hosting. Wisemen reserves hosting instances in advance to secure more favorable pricing from its suppliers. If the Customer wishes to pay hosting costs on a monthly basis, this must be explicitly agreed upon in writing. This does not affect the obligation of the Customer that, if the Customer terminates the hosting arrangement,

the Customer remains responsible for paying any outstanding fees owed to the hosting providers.

- 2.7 The Customer acknowledges that the hosting costs depend on the prices of the external third-party hosting provider. If these third-party hosting providers increase their prices, Wisemen reserves the right to pass these costs on to the Customer. The costs may also vary depending on usage, the Customer's growth, or the number of end users.
- 2.8 Wisemen reserves the right to adjust the prices on the Agreement anniversary date, in accordance with the salary indexation and the following price adjustment formula:

$$P1 = P0 \times (0,2 + 0,8 \times (S1/S0))$$

Where;

P1 = the new price (applicable as from the Agreement anniversary date)

P0 = the price applicable since the last indexation

S0 = the base salary in the technology industry (the national average published by AGORIA as **AGORIA DIGITAL INDEX**) of the month prior to (1) the month of the Agreement's conclusion, in case of the first indexation, or (2) the last price increase or (3) the last indexation, depending on which of these events takes place last.

S1 = the base salary in the technology industry (the national average published by AGORIA as **AGORIA DIGITAL INDEX**) of the month prior to the indexation applied on the Agreement's anniversary date.

A price adjustment based on the price adjustment formula shall not give the Customer any right to terminate the Agreement.

This indexation mechanism applies exclusively to the adjustment of fees pursuant to this Article 2.8 and shall not be considered a 'fee adjustment' as referred to in Article 2.5.

### **3. Obligations of the Parties**

- 3.1 Wisemen shall, with regard to the performance of the Agreement, provide the services in a way that can be expected from a professional service provider.
- 3.2 Wisemen will use all reasonable efforts to provide the services, including, if applicable, developing the deliverables, as well as any modifications thereto, in accordance with the specifications contained in the confirmed Offer or a new specification explicitly agreed upon between the Parties in writing.
- 3.3 Wisemen's obligations pursuant to this Agreement are obligations of means, unless explicitly agreed otherwise in writing in the confirmed Offer, in which case such obligations can constitute obligations of result. In case of doubt, the services, deliverables and/or deadlines shall always be considered obligations of means. Wisemen acknowledges that it then still has an obligation to use all commercially reasonable efforts to provide the services, including, if applicable, the deliverables.
- 3.4 For the purpose of the successful performance, the Customer must provide all useful and necessary cooperation, such as, but not limited to, information sharing, cooperation duties,

facilities or infrastructure (physical or hosting, if applicable) needed by Wisemen to carry out its services. If specific cooperation is needed, Wisemen will send a request regarding any such needs in a timely manner, in order to permit the Customer to execute the request. If the Customer does not provide such timely cooperation, any explicitly agreed obligation of result automatically turns into obligation of means (e.g. fixed deadlines become indicative). This also means that in cases where a success fee applies (e.g., for a subsidy application ("*subsidieaanvraag*")) and the cooperation of the Customer is not done in time, the Customer shall remain obligated to pay this fee to Wisemen.

- 3.5 The Customer acknowledges that Wisemen uses the agile development method for its design and development services (see the Specific Conditions below). Therefore, the Customer acknowledges that its cooperation and input is of vital importance for the performance of the Agreement by Wisemen and that the output of the services and deliverables depends on that input by the Customer.
- 3.6 Parties will inform each other about any difficulty which may disrupt the punctual performance of the services and provide to each other any relevant information which can facilitate the performance of the services.
- 3.7 The services may contain advice and recommendations. Unless explicitly agreed otherwise, the use and/or the implementation of such advice and recommendations shall be the Customer's sole responsibility.
- 3.8 In case the services shall be executed in different phases, Wisemen has the right to postpone a subsequent phase until the Customer has accepted the results of the preceding phase in writing and has complied with all other obligations related to this phase.

#### **4. Payment**

- 4.1 Unless otherwise agreed in writing, all payments will be made by the Customer within 30 days of the date of an invoice.
- 4.2 Unless otherwise agreed in writing, all local bank costs incurred by the Customer in relation to any payments to Wisemen, or any other bank operation cost, shall be borne by the Customer.
- 4.3 In the event of a delay in payment of invoices, Wisemen will send a written notice of default to the Customer. If payment is not received within fourteen (14) calendar days following the date of the reminder, after that (i) monthly late payment interests will be charged on the basis of Belgian applicable law, i.e. the law of 2002 on combating late payment in commercial transactions ("*Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties*") which will accrue from the due date of the invoice, and whereby each month commenced will be considered a whole month, as well as (ii) a lump sum of 15 % of the outstanding amount, subject to a minimum amount of 125 Euro per invoice. All other outstanding amounts that have not yet become payable shall in addition immediately become payable.

- 4.4 Wisemen is entitled to suspend or postpone the performance of its obligations under the Agreement if the Customer remains in default with regard to any (payment) obligation under the Agreement after expiry of a period of thirty (30) calendar days after written notice to this regard was sent to the Customer.
- 4.5 Wisemen reserves the right to unilaterally modify the payment terms stipulated under 4.1 if the financial situation of the Customer or the state of its earlier payments would warrant or justify this.
- 4.6 All services and/or deliverables remain property of Wisemen until all invoiced amounts are paid in full, including interest, costs, penalties and all taxes.
- 4.7 All invoices shall be considered as accepted unless contested in writing within ten (10) days of the date of the invoice. In the event of such a dispute, the Customer will pay the undisputed amount and the Parties will use good faith efforts to reconcile the disputed amounts as soon as possible. Amounts owed by the Customer to Wisemen cannot be set off or netted against a counterclaim by the Customer.

## **5. Change control**

- 5.1 If either Party wishes to change the scope or execution of the services it shall submit a change notice to the other Party and Wisemen shall, within a reasonable time and in any event no later than ten (10) calendar days following receipt or delivery of the change notice, provide a written estimate to the Customer containing:
- the likely time required to implement the change;
  - a full and detailed breakdown of any price increase or decrease;
  - and details of any other impacts of the change (a change response).
- 5.2 On receipt of a change response, the Customer may within 5 days:
- agree to any price alteration, and place an order based on the revision;
  - or decline any price alteration.

## **6. Term and termination**

- 6.1 Unless agreed otherwise in the confirmed Offer (e.g. a project with a timeline and/or end date), the Agreement will be of an indefinite period.
- 6.2 Either Party may terminate this Agreement, in whole or in part, for any reason whatsoever by providing the other Party with a written notice at least three (3) months in advance of the intended termination date.
- 6.3 The Agreement between Parties may be terminated by either Party by providing written notice to the other Party: (i) if the other Party is in breach of a material term or condition of the Agreement and fails to remedy the situation within 30 days after receiving a written request to this effect; effective immediately, (ii) if the other Party should be declared insolvent or bankrupt or make an assignment or other arrangement for the benefit of its creditors, (iii) in case of intellectual property infringement or breach of the confidentiality obligations, (iv) in case of unauthorized or illegal use of the services.

- 6.4 Termination pursuant to this provision shall be effected by delivery by the terminating Party to the other Party of a notice of termination (the "Notice of Termination") specifying the effective date and extent of the termination.
- 6.5 Upon termination of this Agreement (for whatsoever reason):
- All sums owed to Wisemen for the work performed and the costs incurred shall become due and payable, except if the termination is due to a material breach of the Agreement by Wisemen;
  - Wisemen will provide all developments and documentation to the Customer in their current state (for which the Customer has already paid in full);
  - Each Party will cease to use or destroy the other Party's Confidential Information and Intellectual Property Rights, except as included in the Deliverables for which the Customer has paid in full;
  - On the Customer's request, Wisemen will provide additional services in order to provide a knowledge transfer and handover, which will be charged separately at then applicable rates of Wisemen; and
  - In accordance with Articles 2.6 and 2.7 of the General Conditions, Amounts paid for hosting arrangements are non-refundable. Any outstanding hosting fees shall remain due and payable to Wisemen.

## **7. Liability - Indemnification**

- 7.1 The liability of Wisemen shall always be assessed in the light of its best effort obligation ("middelenverbintenis"). In the case of inadequate services or performance of the Agreement, the liability of Wisemen shall be limited to the (renewed) performance of the missing or inadequate services. If the (renewed) provision of the services is not (or no longer) possible or reasonable, the Customer shall be entitled to compensation in lieu of the damage suffered.
- 7.2 To the maximum extent permitted by law, under no circumstances and under no legal theory (whether in tort (including negligence), contract or otherwise, shall Wisemen be liable to the Customer for any indirect or consequential damages (including, without limitation, lost profits, loss of revenue, loss of business or loss of data) incurred by the Customer hereto resulting from or arising out of or in connection with the Agreement, even if the Customer has been informed of the possibility of such damages.
- 7.3 Unless in case of fraud or wilful misconduct under this Agreement and unless explicitly stated otherwise in these General Conditions, Wisemen's liability will always be limited to the lowest of the following amounts:
- a) the total fee paid by the Customer to Wisemen during the last twelve (12) months before the event leading to the damage;
  - b) the amount Wisemen can recover under its insurance policies.
- 7.4 Wisemen shall not be liable for any defect, error, or other dysfunction of a product (and no warranty shall extend to such product) when this is caused, directly or indirectly (i) by any abuse, misuse, mishandling, neglect, modification, alteration, repair, combination,

integration, improper maintenance or testing, or any other act or omission of the Customer, its agents or subcontractors, or any third party the Customer involves; (ii) by any tailored specification, implemented by Wisemen at the request of the Customer, its agents or subcontractors, or any third party, which clearly deviates from the previous intention; (iii) by use of a product incompatible with the applicable legislation and/or regulations or (iii) by the further use or application by the Customer of the product after a problem has been found; (iv) by (part of) a product or service supplied to Wisemen by the Customer, its agents or subcontractors, or any third party (regardless of whether this takes place in the framework of Wisemen offering, among others, assembly or implementation services), including an incompatible combination with the services (and deliverables) provided by Wisemen.

- 7.5 Wisemen shall not be liable for any advice provided regarding the legal use of the services or products delivered by Wisemen. Such advice is offered solely for guidance and should not be interpreted as legally binding or as a substitute for professional legal counsel.
- 7.6 The Customer shall indemnify and hold Wisemen, and their respective officers, directors and employees harmless from and against any and all losses, costs, damage and expenses (including reasonable lawyers' fees and other mutually agreed legal fees) which any of them may bear or incur as a result of any claim relating to, arising out of or in connection with (i) any intentional harm or grossly negligent or willful act of the Customer or any of its employees, (ii) violation of any applicable law, regulation or order by the Customer, or (iii) any other act or omission by the Customer or any of its officers, employees or agents, provided, however, that a reasonable person could have predicted such loss, cost or damage.
- 7.7 The Customer shall be liable to the Customer's own customers (hereinafter referred to as the "End User") for the use of the services (including deliverables) developed by Wisemen. The Customer alone assumes the responsibility for the use made of the services by its End Users and fully indemnifies Wisemen in this regard.
- 7.8 Wisemen's liability exists solely when the Customer appropriately and as soon as reasonably possible (being not later than thirty (30) days after the Customer should reasonably have become aware of it) notifies Wisemen of the issue in writing, proposing therein a reasonable time period for correction of the issue and Wisemen then fails to meet the aforesaid obligations. The notification of the issue ought to be as detailed as possible so that Wisemen is in a position to react immediately and adequately. This notification shall not discharge the Customer from taking all reasonable measures to limit any possible damage to itself or to third parties
- 7.9 Any claim for damages must be communicated in writing to Wisemen within thirty (30) days after the notice period of 30 days.
- 7.10 The Parties hereby agree that, to the extent permitted by applicable law, any recovery of damages arising out of or in connection with the non-performance of a contractual obligation under this Agreement shall be governed exclusively by the rules of contract law, notwithstanding that the event giving rise to such damages may also constitute a tort. The Parties further agree that, to the fullest extent permitted by applicable law, any damages

resulting from the non-performance of a contractual obligation by personnel of Wisemen shall give rise solely to a contractual liability claim against Wisemen, and shall not under any circumstances give rise to any tort liability claim whatsoever against the personnel of Wisemen itself, even where the event giving rise to such damages may also constitute a tort.

## **8. Confidentiality**

- 8.1 The Parties recognize that the information provided in the performance of the Agreement, including the existence of this Agreement and including the Offer by Wisemen, will be Confidential Information. Being considered as confidential information (however without this list being exhaustive): any information concerning a Party's customers, business procedures, methods, services and products, all business and production secrets, including trade and commercial secrets, customer and supplier lists, trademarks and other intellectual property, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions, processes, schematics, testing procedures, software design and architecture, specifications, technical, commercial and financial information, reports and other information of any kind, related to the activities of a Party, regardless of whether the information in question was explicitly designated as confidential ("Confidential Information").
- 8.2 Neither Party will disclose to third parties (other than as described below) the other's Party Confidential Information without the prior written consent of the other Party. The confidentiality undertakings of the receiving Party pursuant to this Article shall remain in full force and effect for the duration of the Agreement and five (5) years thereafter.
- 8.3 The receiving Party shall not use any Confidential Information of the other Party for any purpose other than the performance or exercise of its rights under the Agreement. The receiving Party agree that they shall protect the Confidential Information of the other Party using not less than the same standard of care the receiving Party applies to its own proprietary, secret or Confidential Information (and in conformity with industry standards) and that the Confidential Information shall be stored and handled in such a way as to prevent unauthorized disclosure.
- 8.4 The receiving Party has the right to disclose or give access to the Confidential Information or any part thereof to its employees and/or consultants/contractors, to the extent such employees, consultants and/or contractors have a need to know within the framework of the Agreement and provided (i) the receiving Party obtained the necessary confidentiality and nondisclosure undertakings no less restrictive than those contained in this Agreement from such employees, consultants and/or contractors prior to such disclosure or such giving access and (ii) such consultants and/or contractors are no (in)direct competitors of Wisemen.
- 8.5 The disclosing Party may request in writing at any time that any written Confidential Information disclosed pursuant to the terms of the Agreement and any copies thereof be returned with a written statement to the effect that upon such return it has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential



Information or copies thereof and the receiving Party shall comply with any such request within seven (7) calendar days of receipt of such request.

- 8.6 The term "Confidential Information" hereunder shall not include information which:
- a) is or becomes part of the public domain without violation of the Agreement;
  - b) is known and on record at the receiving Party prior to such disclosure by the disclosing Party (as the receiving Party can demonstrate by written record or other reasonable evidence); or
  - c) is lawfully obtained by the receiving Party from a third party, whereby such third party is at its turn not bound by any confidentiality agreement with the disclosing Party; or
  - d) is developed by the receiving Party completely independently of any such disclosure by the disclosing Party.
- 8.7 Nothing herein shall be construed as granting to the receiving Party any proprietary rights or any licence in respect of the disclosing Party's Confidential Information, which is not otherwise granted to the receiving Party as part of the Agreement.
- 8.8 The Parties agree not to make any communication press release or other statements orally or in writing relation to the Agreement until the Parties have mutually agreed, in writing, the timing and text of any such communication, release or statement.
- 8.9 Without prejudice to the foregoing, the Customer acknowledges that in the event a confidentiality agreement (or similar agreement with regards to its subject) is signed between Parties, such confidentiality agreement shall prevail.
- 8.10 If Parties violate the obligations in this article, the other Party shall be entitled to claim a compensation proportional to the damage suffered.

## **9. Non-Hire and Non-Solicitation**

- 9.1 During the term of the project and for one (1) year thereafter, the Customer will directly or indirectly recruit, solicit or induce any personnel or advisor of Wisemen to terminate his or her relationship with Wisemen without the prior written permission of Wisemen.
- 9.2 If the Customer violates the obligations in this clause, Wisemen shall be entitled to claim a fixed compensation of (12) times the monthly full gross remuneration of the person in question without prejudice to Wisemen's right to prove and claim higher damages.

## 10. Intellectual Property Rights

- 10.1 For the purpose of the Agreement "Intellectual Property Rights" shall mean any and all now known or hereafter existing (a) rights associated with works of authorship, including but not limited to copyrights, copyrightable works, mask work rights, and moral rights; (b) trademarks, trade names, corporate names or service mark rights; (c) trade secret rights, know-how and other confidential information (including but not limited to ideas, information, improvements, specifications, drawings, programmer notes, discoveries and proposals); (d) patents, patent rights, patent disclosures, industrial property rights and inventions (whether patentable or not); (e) logos, layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world.
- 10.2 All Intellectual Property Rights that are part of the WisemenCore Library (hereinafter the "WisemenCore Library") will always remain with Wisemen. The Intellectual Property Rights included in the WisemenCore Library include, but are not limited to, the proprietary tools, methodologies, materials, know-how, processes, technologies, modules, components, programs, analysis, frameworks, software, algorithms developed or used by Wisemen prior to or developed independently from the Agreement, including enhancements and improvements to the aforementioned tools and materials which Wisemen developed prior or independently to the execution of the Agreement. The Customer shall not contest them and shall not itself acquire any rights to the Intellectual Property Rights included in the WisemenCore Library nor assist third parties in doing so. The Customer shall merely be granted a license to make use or a right to access and use with regard to such Intellectual Property Rights that are part of the WisemenCore Library and are embedded in the developments. Intellectual Property Rights included in the WisemenCore Library will be considered Confidential Information and will remain the property of Wisemen.
- 10.2.1 Subject to full and timely payment of all amounts due, Wisemen grants the Customer a non-exclusive, non-transferable, worldwide license to use the WisemenCore Library only as incorporated in the Deliverables and solely for the Customer's internal business purposes.
- 10.2.2 The Customer shall not (i) use the WisemenCore Library on a standalone basis, (ii) disclose, publish or otherwise make it available to any third party, (iii) reverse engineer, decompile or disassemble it (except to the extent mandatory law prohibits such restriction), or (iv) remove proprietary notices.
- 10.2.3 The license under this Article 10.2 shall remain in force for as long as the Customer complies with this Agreement; any material breach entitles Wisemen to suspend the license until cured.
- 10.2.4 The Customer may allow its Affiliates and end users to use the WisemenCore Library only to the extent strictly necessary to use the Deliverables in the ordinary course, provided that the Customer remains fully liable for their acts and omissions.

- 10.3 The provisions of Article 10.2 are mutatis mutandis applicable to the hosting architecture and implementation methods, meaning that all Intellectual Property Rights in the hosting architecture and methods of implementation remain with Wisemen.
- 10.4 Wisemen may use open source software or code in the deliverables and services it develops in the context of the Agreement. The Customer shall not itself acquire any ownership rights to the open source software.
- 10.5 For each transfer of Intellectual Property Rights from Wisemen to the Customer an IP transfer agreement will be concluded in mutual agreement between the Parties.
- 10.6 Parties undertake to notify each other of any actual, threatened or suspected infringement of any Intellectual Property Rights of the other Party.

## **11. Third Party Materials**

- 11.1 The Customer acknowledges that Wisemen will use products and services of third parties (such as hosting, software, etc.), including the case where Wisemen acts as a reseller, in the delivery of the services ("Third Party Materials"). These Third Party Materials could be subject to separate and independent terms and conditions ("Third Party Conditions").
- 11.2 The Customer agrees to comply with any Third Party Conditions incorporated into this Agreement. To the extent that Third Party Conditions impose obligations and/or liabilities on Wisemen regarding the Customer's use of the Services, such provisions are applicable to the Customer. In the event of a conflict between this Agreement and the Third Party Conditions specifically related to the delivery or performance of the Third Party Materials, the latter shall prevail. Upon request of the Customer, Wisemen shall provide the Customer with a list of the applicable Third Party Materials
- 11.3 To the extent permitted by applicable law, Wisemen does not accept obligations nor provide warranties regarding the Third Party Materials in addition to the Third Party Conditions.
- 11.4 The provisions of this Clause 11 are mutatis mutandis applicable to Open Source Software.

## **12. Data Processing**

- 12.1 Both Parties commit to respect the applicable privacy legislation – to the extent personal data is being processed in the execution of their obligations under the Agreement –, being: (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (ii) the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data, as well as (iii) any applicable local privacy legislation (hereinafter "Privacy Legislation"). The following clauses to the extent Wisemen qualifies as data processors who Processes Personal Data on behalf of the Customer who is the data controller as he determines the purposes and means of the Processing.

12.2 For the purpose of this Article 12, the following definitions apply:

- *Data Subject*: A natural person to whom the Personal Data relates.
- *Data Breach*: Unauthorized disclosure, access, loss, theft or accidental or unlawful destruction of Personal Data processed by Wisemen.
- *Services*: All services provided by Wisemen to the Customer within the scope of the Agreement, involving the processing of Personal Data.
- *Personal Data*: Any information relating to an identified or identifiable natural person, as further determined in the Offer.
- *Sub-processor*: Any processor engaged by Wisemen.
- *Processing*: Any operation performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, restriction, erasure or destruction.
- *Privacy Legislation*: As defined in Article 12.1 above.

12.3 *Roles of the Parties*

12.3.1 The Customer is the Controller and Wisemen the Processor of the Personal Data processed under the Agreement.

12.4 *Use of the Services.*

12.4.1 The Controller acknowledges explicitly that:

- The Processor purely acts as a facilitator of the Services. Hence, the Controller shall be solely responsible on how it makes use of the Services;
- The Processor bears no responsibility with regard to adjustments and/or changes made at the explicit request of the Controller;
- The Controller is solely liable and responsible for the material and/or data provided by the Controller, as the Controller is solely liable for complying with the Privacy Legislation and/or any other regulations with regard to aforementioned material and/or data;
- The Controller shall be solely responsible to comply with all laws and regulations (such as but not limited with regard to the retention period) imposed on it by making use of the Services.

12.4.2 In case of misuse by the Controller of the Services, the Controller agrees that the Processor can never be held liable in this respect nor for any damage that would occur from such misuse.

12.4.3 The Controller therefore undertakes to safeguard the Processor when such misuse would occur as well as for any claim from a Data Subject and/or third party due to such misuse.

12.5 *Object*

12.5.1 The Controller acknowledges that as a consequence of making use of the Services of the Processor, the latter shall Process Personal Data as collected by the Controller.

- 12.5.2 The Processor shall Process the Personal Data in a proper and careful way and in accordance with the Privacy Legislation and other applicable rules concerning the Processing of Personal Data.

More specifically, the Processor shall – during the performance of the Agreement – provide all its know-how in order to perform the Agreement according to the rules of art, as it fits a specialized and 'good' processor.

- 12.5.3 Nonetheless, the Processor shall only Process the Personal Data upon request of the Controller and in accordance with its instructions.

- 12.5.4 The Controller owns and retains full control concerning (i) the Processing of Personal Data, (ii), the types of Personal Data Processed, (iii), the purpose of Processing and (iv) the fact whether such Processing is proportionate (non-limitative).

Moreover, the Controller shall be solely responsible to comply with all (legal) obligations in its capacity as Controller (such as but not limited to the retention period) and shall have the sole responsibility for the accuracy, quality, and legality of the Personal Data, disclosed to the Processor in the performance of the Agreement, and the means by which it acquired such Personal Data.

The responsibility and control concerning the Personal Data, subject to this Agreement, shall thus never be vested with the Processor.

## 12.6 *Security of Processing.*

- 12.6.1 Taking into account the state of the art, the Processor implements appropriate technical and organizational measures for the protection of (i) Personal Data – including protection against careless, improper, unauthorized or unlawful use and/or Processing and against accidental loss, destruction or damage – (ii) the confidentiality and integrity of Personal Data.

## 12.7 *Sub-Processors*

- 12.7.1 The Controller acknowledges and agrees that the Processor may engage third-party Sub-processors in connection with the Agreement. In such case, the Processor shall ensure that the Sub-processors are at least bound by the same obligations by which the Processor is bound under this agreement.

- 12.7.2 On request of the Controller, the Processor will provide a list available concerning the Sub-processors on which it appeals for the performance of the Agreement.

- 12.7.3 The Processor undertakes to inform the Controller in writing of any intended change to the aforementioned list.

- 12.7.4 The Controller is entitled to oppose a new Sub-processor appointed by the Processor.

If the Controller wishes to exercise its right to object, the Controller shall notify the Processor in writing and in a reasoned manner by the latest within ten (10) days upon receipt of the Processor's notice

- 12.7.5 In the event the Controller objects to a new Sub-processor and such objection is not found unreasonable, the Processor will use reasonable efforts to (i) make available to the Controller a change in the Services or (ii) recommend a commercially reasonable change to the Controller's use of the Services to avoid Processing of Personal Data by the objected new Sub-processor without unreasonably burdening the Controller.

If the Processor is, however, unable to make available such change within a reasonable period of time (which shall not exceed thirty (30) days following the objection of the Controller), the Controller may terminate the Agreement with the Processor with regard to the Agreement / the services, under the following conditions:

- The Services cannot be used by the Controller without appealing to the objected new Sub-processor; and/or
- Such termination solely concerns the Services which cannot be provided by the Processor without appealing to the objected new Sub-processor;

And this by providing written notice thereof to the Processor within a reasonable time.

- 12.7.6 The Processor shall be liable for the acts and omissions of its Sub-processors to the same extent as it would be liable if performing the Services of each Sub-processor directly under the terms of this agreement.

## 12.8 *Privacy Officer*

- 12.8.1 The Processor has appointed a data protection officer.

## 12.9 *Transfer of Personal Data Outside the EEA*

- 12.9.1 Any transfer of Personal Data outside the EEA to a recipient which residence or registered office does not fall under an adequacy decision issued by the European Commission, shall be governed by the terms of a data transfer agreement, which shall contain: (i) standard contractual clauses as stipulated in the decision of the European Commission on June 4, 2021 (Decision 2021/915) or (ii) any other mechanism foreseen by the Privacy Legislation and/or and other applicable rules concerning the Processing of Personal Data.

## 12.10 *Confidentiality*

- 12.10.1 The Processor shall maintain the Personal Data confidential and thus not disclose nor transfer any Personal Data to third parties, without the prior written agreement of the Controller, unless when:
- Explicit written deviation;
  - Such disclosure and/or announcement is required by law or by a court or other government decision (of any kind). In such case the Processor shall, prior to any disclosure and/or announcement, discuss the scope and manner thereof with the Controller.

12.10.2 The Processor ensures that its personnel, engaged in the performance of the Agreement, are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. The Processor ensures that such confidentiality obligations survive the termination of the employment contract.

12.10.3 The Processor ensures that its access to Personal Data is limited to such personnel performing the Agreement in accordance with the agreement.

#### 12.11 *Notification*

12.11.1 The Processor shall use its best efforts to inform the Controller within a reasonable term when it:

- Receives a request for information, a subpoena or a request for inspection or audit from a competent public authority in relation to the Processing of Personal Data;
- Has the intention to disclose Personal Data to a competent public authority;
- Determines or reasonably suspects a Data Breach has occurred in relation to the Personal Data.

12.11.2 In case of a Data Breach, the Processor:

- Notifies the Controller without undue delay after becoming aware of a Data Breach and shall provide – to the extent possible- assistance to the Controller with respect to its reporting obligation under the Privacy Legislation.
- Undertakes – as soon as possible – to take appropriate remedial actions to make an end to the Data Breach and to prevent and/or limit future Data Breach.

#### 12.12 *Rights of Data Subjects*

12.12.1 To the extent the Controller – in its use of the Services – does not have the ability to correct, amend, block or delete Personal Data, as required by Privacy Legislation, the Processor shall – to the extent it is legally permitted to do so – comply with any commercially reasonable request by the Controller to facilitate such actions.

To the extent legally permitted, the Controller shall be responsible for any costs arising from the Processor's provision of such assistance.

12.12.2 The Processor shall, to the extent legally permitted, promptly notify the Controller if it receives a request from a Data Subject for access to, correction, amendment or deletion of that Data Subject's Personal Data. The Processor shall, however, not respond to any such Data Subject request without Controller's prior written consent except to confirm that the request relates to the Controller to which the Controller hereby agrees.

The Processor shall provide the Controller with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's

Personal Data, to the extent legally permitted and to the extent the Controller does not have access to such Personal Data through its use of the Services.

To the extent legally permitted, the Controller shall be responsible for any costs arising from the Processor's provision of such assistance.

- 12.12.3 If the Processor – in context of the aforementioned assistance – has to delete the Personal Data of a Data Subject, the Controller acknowledges that the Processor cannot be held responsible if, after the deletion, it has to process the Personal Data of this Data Subject again in the context of an agreement concluded with the Controller.

#### 12.13 *Return and Deletion of Personal Data*

- 12.13.1 Upon termination of the Agreement, the Processor shall notify the Controller that it has the possibility during a term, as mentioned in such notification, to export the Personal Data through the available export tools.

- 12.13.2 Once the aforementioned term regarding export has passed, the Processor shall permanently delete the Personal Data resp. anonymize it.

#### 12.14 *Control*

- 12.14.1 The Processor undertakes to provide the Controller with all information, required by the Controller to allow verification whether the Processor complies with the provisions of this agreement.

- 12.14.2 In this respect the Processor shall allow the Controller (or a third party on which the Controller appeals) to undertake inspections with a maximum of once (1) in 12 months such as but not limited to an audit – and to provide the necessary assistance thereto to the Controller or that third party. When applicable, the Controller guarantees not to disrupt the normal economic activity of the Processor.

#### 12.15 *Term*

- 12.15.1 This Article 12 lasts as long as the Agreement has not come to an end.

### **13. Use of Artificial Intelligence by Wisemen**

- 13.1 An Artificial Intelligence System refers to any technology capable of executing tasks or processes with a degree of autonomy that would typically require human intervention, including but not limited to generative AI.
- 13.2 Customer acknowledges and accepts that Wisemen may utilize Artificial Intelligence Systems in providing services and/or incorporate AI-generated outputs into deliverables to the extent permitted by law. Parties may agree in writing on the further conditions of this use of Artificial Intelligence Systems.



- 13.3 If Wisemen uses Artificial Intelligence Systems, it ensures that these systems are;
- a) designed and deployed with appropriate human oversight;
  - b) technically robust and secure;
  - c) used GDPR compliant. Wisemen ensures that data used in AI systems will be properly anonymized, non-sensitive, and handled with the highest standards of confidentiality;
  - d) transparent regarding the functioning and decision-making processes;
  - e) designed and implemented with fairness in mind, striving to eliminate biases in data and algorithms.

#### **14. Force Majeure – Hardship**

- 14.1 Any delivery date given by Wisemen is for information purposes only. Wisemen undertakes to do all that is commercially reasonable to carry out the deliveries and/or installation on the proposed or subsequently confirmed data, but cannot be held liable for any delay.
- 14.2 Wisemen shall not be liable for non-performance, directly or indirectly, due to Force Majeure. Force Majeure means any circumstance unforeseen by and/or beyond Wisemen's control or power, and which might result in a delayed or otherwise deficient performance of the Agreement. In such case, Wisemen shall have the right to suspend the Agreement for as long as the Force Majeure circumstance occurs, as well as the right to demand payment for the work already done. The Parties agree that the difficulty or inability by either one of the Parties to perform any payment obligations, shall never qualify as Force Majeure.
- 14.3 Force Majeure can include, among others – without being limited thereto: unavailability and/or scarcity of certain materials, exceptional weather conditions, labour troubles, strikes or lockouts or interruption, wars, disease or accidents, pandemics that occur after signing of the Agreement, communication and information technology breakdowns, government measures, export bans, delays in deliveries, transport and/or travel obstacles, including lack or withdrawal of transport facilities, export obstacles, import obstacles, breakdowns, war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist attacks, terror safety regulations, government sanction, blockage, embargo, riot, crime, fire, explosion, unsatisfactory performance on the part of Wisemen's suppliers or subcontractors, acts of God (events such as natural disaster, etc.), etc.
- 14.4 In the event that unforeseen circumstances beyond the reasonable control of either Party, occur after the conclusion of this Agreement which lead to a fundamental unbalance of the contractual obligations resulting in an excessive burden for Wisemen, a hardship situation takes place. In such case, Wisemen is entitled to rely on this hardship clause. Upon invoking hardship, the Parties agree to enter into good faith negotiations to adapt the Agreement to the new circumstances, aiming to restore the original balance of the contractual obligations. If no mutual agreement can be reached within thirty (30) calendar days from the invocation of the hardship clause, either Party shall have the right to terminate the Agreement, in whole or in part, with immediate effect, without liability, by providing written notice to the other Party.

## **15. Miscellaneous Provisions**

- 15.1 Each Party warrants that it has the corporate capacity to enter into and perform the Agreement and shall not breach any obligation owed to any third party by doing so.
- 15.2 The relationship between Customer and Wisemen is that of buyer and seller. The status of Customer hereunder will at all times be that of an independent contractor and, as such, Customer shall determine its own (re)sale prices. Neither Party will have the right to represent the other Party as agent or otherwise to pledge the other Party's credit, assume any obligation of any kind on behalf of the other Party, to bind the other Party in any respect whatsoever, to accept any service of process upon the other Party or to receive any notice for the other Party of any nature whatsoever, except where authority to such effect has been previously issued in writing. Neither Customer nor Wisemen will engage in any conduct, which might create the impression or inference that such agency or representation relationship would exist.
- 15.3 Wisemen is entitled to involve subcontractors. At first request, Wisemen will provide the details of such subcontractors. Wisemen will be at all times responsible for the actions of the subcontractors involved.
- 15.4 Wisemen reserves the right to amend its General Conditions at any time. After notification of these new or amended terms to the Customer, the Customer has fifteen (15) working days to formulate any remarks in this regard. If the Customer formulates any remarks, the Parties will enter into negotiations. In the absence of any remarks within this stipulated period the Customer shall be deemed to have accepted the amended terms – tacitly – and the amended General Conditions shall be deemed to have entered into force. If Parties do not reach an agreement on the amended General Conditions, the amended General Conditions will only apply to separate Offers who will be agreed upon after the effective date of the confirmed Offer. For the current confirmed Offer, the initial General Conditions.
- 15.5 The failure of any Party to enforce or assert reliance upon, at any time or for any period of time, any of the provisions of these General and the Specific Conditions shall not be construed as a waiver of such Party's rights under such provisions, or the right of such Party thereafter to enforce each and every provision of these General and the Specific Conditions. Except when otherwise stated, any changes or modifications to these General and the Specific Conditions requested by either Party may only be implemented and binding if mutually agreed upon in writing and signed by duly authorized representatives of the Parties hereto.
- 15.6 Whenever possible, the provisions of these General Terms and Conditions and the Specific Conditions shall be interpreted in such a way as to be valid and enforceable under applicable law. However, if one or more provisions are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of the terms and conditions shall continue in full force and effect as if such invalid, illegal or unenforceable provision had never been contained therein. Moreover, if the Parties decide to amend the invalid, illegal or unenforceable provision(s), or any part thereof, and/or agree on a new provision, they should do so in such a way as to ensure that the new or amended provision embodies insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

- 15.7 Any notice or other form of communication required under these General Terms and Conditions and the Specific Conditions must be sent via e-mail to legal@wisemen.digital or by registered mail (return receipt requested) to Watertorenstraat 2, 3590 Diepenbeek, Belgium.
- 15.8 Any notice shall be considered to have been delivered to the recipient on the date the e-mail is sent or 3 working days following the mailing date if sent by registered mail.
- 15.9 Neither Party can assign or transfer any of its rights or obligations under these General Terms and Conditions and the Specific Conditions, in whole or in part, to any third party without the prior written consent of the other Party, and any assignment or transfer without such consent shall be deemed null and void. However, Wisemen shall be entitled to assign or transfer the Agreement, in whole or in part, to any other affiliate in the group of companies to which it belongs or in connection with the sale, transfer, merger, consolidation or any other disposition of all or substantially all of its assets or business, upon the provision of formal written notice to this effect to the Customer and provided such transfer or assignment does not adversely affect the Customer's rights.
- 15.10 Within a reasonable time prior to the issuance of news releases, articles, brochures, advertisements, and other information releases, concerning the Agreement and the performance thereunder, each Party shall obtain the written approval of the other Party concerning the content and timing of such issuance.
- 15.11 The Parties agree that execution of the Agreement by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defence or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed Agreement electronically.
- 15.12 The person entering into an Agreement with Wisemen on behalf of a company or other (legal) entity warrants that he/she has the authority to validly bind such entity to the Contract.
- 15.13 These General Terms and Conditions, as well as the Specific Conditions and all agreements between the Parties are governed by Belgian law excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (whether Belgian, foreign or international).
- 15.14 All disputes that cannot be settled amicably shall be submitted to the jurisdiction of the Courts of Commerce of the judicial district of Antwerp, department of Hasselt (Belgium).

## **SPECIFIC CONDITIONS**

### **I. SPECIFIC CONDITIONS: DESIGN AND DEVELOPMENT**

## 1. Purpose and Definitions

- 1.1. These Specific Conditions are applicable to design and development services and their Deliverables (as specified in the confirmed Offer) provided by Wisemen to the Customer;
- 1.2. These Specific Conditions are supplementary to and should be read in conjunction with the "General Terms and Conditions".
- 1.3. The following definitions will be used specifically for these Specific Conditions:

**"Acceptance Criteria"** shall mean the evaluative criteria established by the Steering Committee pursuant to article 4.1 of these Specific Conditions, designed to verify that Wisemen is satisfying its obligations.

**"Deliverables"** shall mean the tangible results of the services as determined as scope in the confirmed Offer and those Deliverables which the Parties mutually agree to add to this scope.

**"Specifications"** shall mean a specification that is either (i) contained in the Offer or (ii) a new specification specifically agreed to by the Customer.

**"Steering Committee"** shall mean the committee established pursuant to article 4 of these Specific Conditions.

## 2. Scope extensions

- 2.1. The Customer may from time to time request changes to the Specifications. In such a case, the Customer shall give Wisemen prior written notice to this effect. The Customer acknowledges that such changes may result (a) in additional delays as well as the alteration of designs, drawings, materials and other items used in the development process and, consequently, (b) in changes to costs or timetables. To the extent that any proposed addition or change to the Specifications would cause a material increase or decrease in the target prices, services or tasks to be performed by Wisemen, the Parties shall negotiate an appropriate amendment to the project budget and the detailed project schedule, as defined hereunder.
- 2.2. The Customer agrees to pay Wisemen for services rendered under this article an amount equal to the total cost of labour, materials, overhead and all other costs incurred for or reasonably allocated by Wisemen. The price will be agreed on during a Steering Committee meeting.

## 3. Acceptance

- 3.1. The applicable Acceptance Criteria for the Deliverables will be defined by Parties in the confirmed Offer or further during the project as agreed in writing (e.g. via an online tool or platform). The Deliverables will be deemed to meet the Specifications if they substantially

conform to the Acceptance Criteria as outlined in the confirmed Offer or as further agreed in writing (e.g. via an online tool or platform).

- 3.2. Unless expressly agreed otherwise, the Deliverables are deemed accepted by the Customer when the Customer does not dispute the acceptance within fourteen (14) calendar days explicitly in writing. This term commences when Wisemen makes the Deliverables available (electronically). When the Deliverables are made available to the Customer at different points in time (e.g. based on different milestones/deadlines), each Deliverable has its own acceptance term.
- 3.3. If the Customer disputes the acceptance explicitly in writing and in time, Wisemen will examine the dispute. If the Acceptance Criteria are indeed not fulfilled (and thus the Specifications are not met) Wisemen will strive to solve all reported issues in due time at its own cost. Change requests, improvements, new insights, additional features, etc. are explicitly excluded and do not fall under the issues that will be picked up by Wisemen.
- 3.4. If no dispute is made in time, the Deliverables are deemed to be accepted. The Deliverables will in each case be deemed accepted in case of payment of the corresponding invoices.

#### **4. Steering Committee**

- 4.1. In the confirmed Offer, each Party shall appoint at least 1 individual to sit on the Steering Committee. This committee shall monitor the performance of Wisemen under these Specific Conditions and the Offer and decide on requests for changes to the Agreement between the Parties.
- 4.2. The Steering Committee shall meet (in person, by phone or online call) in order to manage the project, including reviewing the (acceptance) request(s) submitted by one of the Parties and approve the same requests, in whole or in part.
- 4.3. If a request is refused, in whole or in part, the refusal must be accompanied by a statement setting forth the reasons therefore. The Parties shall continue to perform their obligations under these Specific Conditions and the confirmed Offer pending the resolution of any disputed request.
- 4.4. Both Parties acknowledge that the appointed individual has decision power and has the authority, either explicitly or implicitly, to bind its Party. Any decision by the appointed individual needs to be confirmed in writing, for example in a Steering Committee report. The decisions of the Steering Committee are deemed to be made unanimously. If one Party requests the confirmation of a decision, the other Party has seven (7) calendar days to react, after which the decision has been deemed to be confirmed.

#### **5. Accounts**

- 5.1. Wisemen shall keep and maintain, in accordance with Belgian generally accepted accounting principles, accounts and other records with respect to costs and any other amounts charged to the Customer.

## **6. App store compliancy**

- 6.1. The Customer shall be responsible for compliance with the relevant app store terms and conditions, even if Wisemen maintains the relationship with the app store. In no case shall Wisemen be liable to the Customer for the rejection of the app by the app store. Wisemen shall however reasonably provide all its know-how in order to develop the application in conformity with applicable app store terms and conditions.

## **II. SPECIFIC CONDITIONS: CONSULTANCY & CREATIVE SERVICES**

## **1. Purpose**

- 1.1. These Specific Conditions govern the specific provisions for consultancy and/or strategy services as specified in the confirmed Offer provided by Wisemen to the Customer.
- 1.2. These Specific Conditions are supplementary to and should be read in conjunction with the "General Conditions".

## **2. Consultancy & Prohibited posting**

- 2.1. Wisemen shall only engage persons in consultancy services who have the necessary training, knowledge and experience for the practical and technical realization of the services in order to execute the Agreement properly and to the complete satisfaction of the Customer.
- 2.2. It is expressly agreed and acknowledged between Parties that the provision of these services do not create any bond of subordination between the Customer and the Wisemen appointee/subcontractor performing these services.
- 2.3. The Customer may only give instructions to Wisemen's appointee/subcontractor for the purpose of the execution of the Agreement. The Parties explicitly agree that the given instructions shall in no way undermine Wisemen's authority as an employer.
- 2.4. The Customer shall monitor the health and safety measures of the Wisemen appointee/subcontractors involved in the execution of the consultancy project or assignment. In this respect, the Customer shall take all appropriate preventive measures in accordance with the Act of 4 August 1996 on the well-being of employees during the execution of a project or order. The Customer will ensure, among other things, that the appointee/subcontractor of Wisemen is informed of all provisions of the Act of 4 August 1996 on the well-being of employees and its implementing decrees and of the provisions of the Code on Well-being at Work for the execution of the projects or assignments.
- 2.5. If the Customer does not or not adequately comply with the aforementioned obligations, Wisemen may in all cases, after formal notice, take the necessary measures at the expense of the Customer.
- 2.6. The Customer will be responsible with regard to the deliverables of Wisemen's appointee/subcontractor and for the validation of these deliverables. The Customer hereby fully indemnifies Wisemen in this regard.

## **3. Obligations of the Parties**

- 3.1. Wisemen shall take all reasonable steps to provide the Customer with the most complete and accurate information possible, however, without any guarantee in this regard.
- 3.2. The Agreement between the Parties within the framework of the services is always entered into for the duration as specified in the confirmed Offer.

- 3.3. The Customer acknowledges that Wisemen offers creative services and that the output and implementation of the services depends on the input, cooperation and implementation by the Customer. Therefore, Wisemen cannot guarantee that the services will serve the exact or specific result intended by the Customer. The Customer cannot derive any rights from certain calculations or predictions made by Wisemen with regard to its services, nor shall Wisemen be liable if the estimated calculations are not realized by the Customer by implementing the Wisemens services and/or deliverables.
- 3.4. It is possible that during the consultancy services, Wisemen manages certain digital tools of and/or for the Customer and therewith sets out (the basis) of the strategy of its consultancy services. The Customer acknowledges that this strategy is to be understood as Confidential Information, as set forth in Article 8 of the General Conditions with all the rights and obligations that follow from the aforementioned clause.

#### **4. Intellectual Property**

- 4.1. Unless expressly agreed otherwise in writing, Wisemen and/or its appointee/employee retain all copyright or other rights on the concepts, reports and/or products created during the performance of the services. This clause has precedence over Article 10 of the General Conditions.

#### **5. Price and Payment**

- 5.1. The price for any consultancy services ordered is set out in the confirmed Offer.
- 5.2. Unless expressly agreed otherwise, Wisemen shall invoice the Customer partially in advance and partially upon delivery for the consultancy services and/or strategy services.
- 5.3. Article 4 of the General Conditions is applicable.

### **III. SPECIFIC CONDITIONS: MAINTENANCE AND SUPPORT**

#### **1. Purpose**

- 1.1. These Specific Conditions govern the specific provisions for maintenance and support services as specified in the confirmed Offer provided by Wisemen to the Customer.
- 1.2. These Specific Conditions are supplementary to and should be read in conjunction with the "General Conditions" and, if applicable, any additional conditions regarding support and maintenance that are agreed upon in writing (such as a separate service level agreement).

#### **2. Quality of Services**

- 2.1. Wisemen warrants to the Customer that:
- (a) Wisemen shall perform the maintenance and support services with reasonable care and skill and in accordance with generally recognized commercial practices and standards in the relevant industry for similar services;
  - (b) and the maintenance and support services shall be provided in accordance with all applicable legislation from time to time in force.



### **3. Supplier's Obligations and Responsibilities**

3.1. Wisemen shall:

- (a) provide the maintenance and support services to the Customer in accordance with the terms of these specific conditions and any service levels or performance milestones set out in the confirmed Offer or a separate service level agreement that forms an integral part with the Agreement;
- (b) use commercially reasonable efforts to seek to improve the performance of the maintenance and support services.
- (c) cooperate with the Customer in all matters relating to the maintenance and support services;
- (d) ensure that the services team use reasonable skill and care in the performance of the maintenance and support services;
- (e) provide second and third level support towards the Customers and its End Users for all requests relating to the maintenance and support services as long as the amount of service credits is sufficient enough to cover these services..

### **4. Customer's Obligations and Responsibilities**

4.1. The Customer shall:

- (a) co-operate with Wisemen in all matters relating to the maintenance and support services;
- (b) provide remote access in order to enable Wisemen to deliver Support Services remotely. Both Parties shall agree on type of implementation of the remote connection before starting to render any services;
- (c) provide any access to the Customer's premises and other facilities as may reasonably be requested by Wisemen and agreed with the Customer in advance, for the purposes of providing the maintenance and support services;
- (d) provide any information that Wisemen reasonably requests and the Customer considers reasonably necessary, in order to carry out the maintenance and support services, in a timely manner, and use reasonable endeavors to ensure that it is accurate in all material respects;
- (e) inform Wisemen of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;
- (f) provide first level support towards the End Users as the customer facing entity and act as a first point of contact for End Users.

## **5. Price and Payment**

- 5.1. The price for maintenance and support services ordered is set out in the confirmed Offer.
- 5.2. Wisemen shall invoice the Customer periodically and in advance for the maintenance and support services.
- 5.3. Article 4 of the General Conditions is applicable.

## **6. Change Control**

- 6.1. The Customer and Wisemen's responsible shall meet at least annually to discuss matters relating to the maintenance and support services.
- 6.2. In the event that a Change Request submitted in accordance with the procedure set out in Article 5 of the General Conditions is rejected, the Parties shall meet in good faith and use reasonable efforts to reach a mutually acceptable solution. If no agreement can be reached, Wisemen reserves the right to terminate the Agreement, in whole or in part (including, without limitation, the maintenance and support services), with immediate effect and without prior notice.
- 6.3. The Customer shall have the right to change the maintenance and support services by written notice to the other Party at least three (3) months prior to the expiration of each one (1) year period.