

Terms & Conditions

These are the Terms and Conditions ("T&C") (v: 01.01.2022) of Duke & Grace bv (hereinafter: "D&G") with registered office at Foreestelaan 1, B-9000 Gent, Belgium and subscribed in the K.B.O. under number BE 0473.071.275.

1. Applicability

These T&C apply to every offer, every quotation and every agreement concluded with regards to all products and services offered by D&G. The applicability of the Terms and Conditions of the client (hereinafter: the "Client") is excluded. In addition to these General Terms and Conditions, special terms and conditions as stated in a quotation may also apply. In case of ambiguity, inconsistency or conflict between the provisions of a quotation and these T&C, these T&C's prevail, unless the quotation explicitly deviates from a provision of this T&C. These T&C are no longer applicable in case the Parties conclude a Framework Agreement.

2. Quotations & Agreement

D&G's quotations are indicative, are valid for 30 days unless otherwise stated, are non-binding, and always subject to review of the materials supplied by the Client for the execution of assignments. Quotations only become legally valid as an agreement (hereinafter: the "Agreement") if implicitly or explicitly approved or signed by the Client. All quoted prices are VAT exclusive. Each quotation together with these T&C shall constitute a separately binding agreement between D&G and the Client for the services described therein.

3. Services

D&G undertakes to provide the services, which are considered as obligations of means, in a professional manner, with all reasonable skill and care, in accordance with the relevant standards and requirements (including good industry practices) and in accordance with the present T&C, the Agreement and all applicable laws. D&G will perform the services by duly qualified and trained experts and those experts will use state-of-the-art hardware and/or software to execute the assignment. The Client explicitly agrees that D&G is allowed to call upon subcontractors in order to perform (parts of) the Agreement.

Delivery dates in a D&G quotation are indicative and are based on the immediate availability and delivery of documentation & information from the Client to D&G as well as the agreed start date and planning of the project. Without prejudice to art 16 "Miscellaneous" – para. 3, any delay in this delivery by the Client, any postponement of the start date or change in the planning of the project by the Client, both for any reason whatsoever, will extend the predetermined delivery period by the postponed time. In both cases, D&G reserves the right to invoice the Client for the hours already planned and to comply with the invoicing schedule.

However, D&G will make all reasonable efforts to deliver on time.

Additional orders can also give rise to an extension of the delivery. In case an advance payment is requested, the start of the timeframes will commence after receipt of that advance payment.

4. Term, termination & cancellation

The Agreement between the Parties comes into effect on the date of approval or signing of the quotation.

If the Client approves or signs a quotation that explicitly includes a 12-month contract whereby the parties agree on a recurring fee (e.g. online marketing consultancy) to be paid on a monthly or quarterly basis, this Agreement cannot be canceled. This Agreement can only be terminated by the Client one month prior to the anniversary of the Agreement. If the Client does not terminate on time, the Agreement will continue to be in force for 1 quarter to allow the parties to evaluate the cooperation and conclude a new Agreement.

An Agreement for a project not explicitly referring to a 12-month contract consisting of recurring fees to be paid by the Client on a monthly or quarterly basis, cannot be canceled in whole or in part by the Client, unless compensation for all services planned in the 3 months following the cancellation.

Any changes to the original assignment as defined in the Agreement, of any nature whatsoever, by or on behalf of the Client, must be requested in writing and will be charged by D&G based on the applicable hourly rate and billed on the following invoice.

Both Parties may terminate the Agreement by registered letter, and without court intervention (i) in the event of bankruptcy or judicial reorganization of the other Party, in the event of dissolution or liquidation of the other Party, or in the case of a provisional administrator has been designated for all or part of its activity or assets, or an administrative order has been issued in this sense, or in any other situation in which the other Party is unable to fulfil its obligations -if and to the extent permitted by law-, as well as (ii) in the event of serious contractual breach (for example but not limited to a backlog in payment of 2 invoices) by the other Party which is not remedied within 10 days after a notice of default has been sent to the defaulting Party.

With regards to agreements concluded between D&G and third parties requested by the Client (e.g. media purchase contracts), we refer to the termination clauses in the contracts with these third parties concluded on behalf of the Client.

5. Intellectual property

D&G's intellectual property rights to its ideas, concepts, developments, publications and any other work protected by intellectual property rights belong exclusively to D&G, except as explicitly defined in this T&C and/or the Agreement. The Client shall immediately inform D&G of any infringement by third parties of Duke & Grace's intellectual property rights of which he is informed.

The Client grants D&G a non-exclusive, non-transferable license for the duration of the Agreement on the materials made available by the Client (texts, photos, data, etc.) in order to execute the assignment as stated in the Agreement.

After payment of all related invoices, D&G transfers the intellectual property on all logos, branding and graphic design developed by D&G or its subcontractors in the course of the execution of the Agreement, to the Client. This transfer applies to all countries, for the entire duration of the protection of the copyright, before and after termination of the Agreement and without any additional fees being payable by the Client except for the fees as defined in the Agreement.

After payment of all related invoices, the Client will receive a perpetual, non-exclusive and non-transferable license to the functionalities and structure of the website and/or digital platform for the use of the work worldwide for the assignment as agreed between parties. In particular, the Client receives the following rights: the right to publish; the right to adjust ; the right to translate the texts or have them translated into any language. The Client is not allowed to grant sublicenses to third parties, or to make the functionalities and/or structure available to third parties in any way or to commercialize them.

The intellectual property rights related to a CMS (Content Management System) or web application (i.e. software required for online data management) belong exclusively to D&G or a third party with whom D&G has concluded an agreement in this regard, such as, but not limited to Kentico. The Client obtains a non-exclusive, non-transferable user license of this software, after payment of an annual license fee determined in D&G's offer. The Client is prohibited from granting sublicenses to third parties, or making the software available to third parties in any way, communicating, using it for third parties or commercializing it.

In case the website and/or digital platform is developed based on open-source software such as for example but not limited to Drupal or Symfony, and after payment of all related invoices, the Client obtains a perpetual, non-exclusive and non-transferable user license on all code specifically developed for the website and/or digital platform. This user license applies for the duration of copyright protection of the code and for the entire world. The Client is not allowed to sublicense to third parties, or to make the software available to third parties in any way or to commercialize it, unless the agreement between the parties is terminated, the Client requests the transfer of the code and pays a transfer fee.

If the website and/or digital platform contains (stock) photos, drawings, fonts and other graphic material not supplied by the Client, but collected by D&G from a website that makes these materials available on the basis of a license-fee or for free, this purchase is done in consultation with the Client and is charged to him. D&G provides the same guarantees to these materials as D&G receives from these providers. The terms and conditions of these providers are available upon request.

After payment of all related invoices, the Client receives a non-transferable and exclusive license to use all advertising material created by D&G and/or its subcontractors in the course of the advertising campaign as defined in the

Agreement and for a certain duration, territory and purpose as defined in the Agreement. Any extension of or adaptation to the duration, territory and/or purpose of the advertising campaign is subject to separate negotiations with D&G.

6. Confidentiality

Confidential Information will remain the exclusive property of the respective Party and all possible titles and intellectual property rights directly or indirectly related to Confidential Information shall at all times belong to this Party. Both Parties shall maintain the strictest confidentiality with respect to Confidential Information that will only be used for the purposes of providing the services.

The Parties are only entitled to disclose Confidential Information (i) to its employees, agents and subcontractors on a need to know basis for the provision of the services, (ii) to its insurers or legal advisers when required or (ii) to third parties to the extent that this is required by law, by any court of competent jurisdiction, or by a governmental or regulatory authority, or, with prior written approval of the other Party.

7. Processing of Personal Data

D&G is Data Controller of the Personal Data of the Client in accordance with the General Data Protection Regulation 2016/679 of 27 April 2016 (hereinafter "GDPR"). More information on the processing of Personal Data by D&G can be found in D&G's Privacy Policy available on the website (www.dukeandgrace.com).

If and insofar as D&G acts as a Processor of Personal Data in accordance with article 28 GDPR, the Processing Terms and Conditions of D&G will be applicable unless the Parties have concluded a Data Processing Agreement. These Processing Terms and Conditions or Data Processing Agreement respectively govern/regulate the processing of Personal Data by D&G on behalf of the Client.

8. Fees

The prices stated in the Agreement only apply to the assignments described therein. D&G reserves the right to charge different prices for new assignments and projects at any time.

Travel and relocation costs are, unless stated otherwise, always at the expense of the Client.

The prices stated in the Agreement can in the month of January each year be subject to an indexation based on the Labour Cost Index in the Information and Communication sector (J) published by Statbel. The formula is the following: $\text{New price} = \text{Initial Price} * [0,2 + 0,8 (\text{New Index} / \text{Basis Index})]$. The Initial Price is the price applicable before the indexation; the New Index is the index for the month of January; the Base Index is the index for the 4th quarter of the previous year.

9. Invoicing and payment

D&G's invoices are payable within 30 days after invoice date, unless otherwise and explicitly agreed upon.

Unless the Parties otherwise and explicitly agree, the following invoicing cycle applies:

1/ With regard to media budgets (e.g. Google, Facebook, radio, TV,...) that can be spent on behalf of the Client during a certain period: pre-invoicing with immediate payment of a lump sum on a quarterly basis whereby the first invoice will be sent immediately after approving or signing of the quotation for the following quarter. Media budgets are only used after receipt of payment;

2/ With regard to offline media budgets (such as print media): pre-invoicing and pre-payment before publication;

3/ service credits: pre-invoicing of a lump sum on annual basis;

4/ all other projects: invoicing of 30% upon kick-off, 30% upon concept, 30% upon first delivery and 10% upon final delivery.

At the time of approval or signature of the quotation, the Client will provide D&G with a PO number (if necessary). If the PO number is not provided in time, D&G reserves the right to draw up an invoice without a PO number that is payable immediately on the invoice date.

10. Payments

Non-payment of an invoice on the due date will, by operation of law and without prior notice of default, give rise to an interest of 1% per started month, as well as a compensation of 10% of the invoice amount with an absolute minimum of EUR 150, without prejudice to legal and other (recovery) costs and any damages suffered. In the event of (even partial) non-payment of one invoice, all outstanding, even non-expired amounts will become immediately due and payable. Any complaints on invoices must be done in writing, within a period of eight (8) calendar days, by stating the reasons for complaint, failing which they are deemed to have been accepted.

11. Websites

In case the Agreement consists of the development of a website and/or digital platform, D&G provides for a transparent transition, installation and test delivery which is considered as provisional acceptance by the Client. After test delivery, a warranty period of six (6) weeks is given for processing technical bugs. The provisional acceptance becomes final after six (6) weeks, without any written notification being made by D&G.

After the warranty period of six (6) weeks resulting in the final acceptance by the Client, a maintenance and/or service contract can be concluded between the Client and D&G whereby D&G provides a certain number of hours in order to provide changes and support at a fixed rate to be paid upfront and subject to the provision of the contract.

In case of the development of a website based on continuous development with sprint planning during a certain period of time, the warranty period of six (6) weeks will commence after delivery of each sprint and will only cover the work delivered in that sprint.

Notwithstanding the provisions of this article, the delivery of a website and/or digital platform can only take place after payment of at least 90% of the invoices. Putting such projects on hold has no impact on the Client's payment obligations and therefore does not give rise to a suspension thereof.

As soon as a project is paused for six (6) weeks due to the Client, a restart fee of at least 6 weeks of planned work has to be paid by the Client.

12. Hosting and domain names

D&G cooperates with specialized hosting partners for all its website hosting activities. A description of the hosting services is included in the Service Level Agreement (hereinafter "SLA") of this hosting partner. This SLA as well as the terms and conditions of the hosting partner can be adjusted or changed by the hosting partner at any time and are available upon request. The provisions of the SLA and terms and conditions of the hosting partner affect the relationship between D&G and the Client. The Client accepts and acknowledges that the liability of D&G is always limited to the liability the hosting partner accepts for the services it provides.

The hosting services agreement has a minimum duration of one year. The agreement is invoiced annually. Without written notice at least 1 month before the end of an active service period, this period is automatically extended by 12 months. In the event of late termination, the Client will owe the fee for the next 12-month service period.

The current price list can be requested with D&G and is adjusted annually. If data traffic or storage limits as included in the Agreement are exceeded, D&G will charge the used volume above the limit. In that case, the Client has the choice to switch to a larger package or to bring the existing package back within the set limits. Data traffic & storage reports can be requested by the Client from D&G at any time.

In case the Client orders a domain name through D&G, the rights attached to this domain name belong exclusively to the Client. As an agent, D&G is solely responsible for managing the domain name, insofar as the Client pays D&G the annual fee due for this registration. This agreement is of indefinite duration and can be cancelled by registered letter no later than one month before the anniversary of the domain name registration.

13. Warranties and limitations on digital services

D&G will make reasonable efforts to provide a secure environment for all its digital services, using recent hardware, up-to-date software, firewalls, daily backups, anti-spam & anti-virus and in certain cases SSL or a completely secure environment. D&G also guarantees an acceptable availability of the system. The Client however acknowledges and accepts that the availability of the system may depend on the actions of other D&G Clients and third parties in the same

environment, which are not necessarily under D&G's control. In the event that a SLA is concluded with the Client, the provisions of the SLA take precedence over the provisions of this article.

D&G reserves the right to make changes and improvements to services provided to the Client at its own discretion (e.g. web server updates, applications, content management & mailing system, ...). D&G will make reasonable efforts to inform the Client about this on beforehand- if and insofar as the changes adversely affect the enjoyment of the services - but will not be liable for any damage or costs incurred by the Client as a result of the aforementioned measures. The aforementioned measures are without prejudice to the Client's payment obligations.

14. Fair and Safe use

The Client will refrain from using the digital services or having them used for unlawful acts, committing criminal offenses and/or for acts damaging the image and reputation of D&G. The Client is responsible and liable for any use of the services provided, including the confidentiality and use of its access codes, e-mail addresses, ...

When activities contrary to the provisions of this article are established, the account in question will be closed immediately and / or D&G can take one or more of the following actions depending on the nature of the violation: to stop providing services to the Client concerned indefinitely; permanently terminate the services to the Client concerned; charge additional costs and fines; remove the content in question; take all necessary steps to end the abuse. The Client will indemnify and hold D&G harmless for all damages suffered when activities contrary to this article are established.

15. Liability and insurance

D&G is not liable for any direct or indirect damage of which it has not explicitly determined its liability in this T&C.

With regard to services from third-party suppliers, D&G does not accept liability in excess of or other than the liability that third-party suppliers are willing to accept for their products or services.

The materials supplied by the Client for publication online/offline as well as the publications itself fall under the exclusive responsibility of the Client, including all rights, contributions and taxes of any kind whatsoever, which relate to the materials, both in terms of text and images. The Client indemnifies D&G against any claim from third parties, even after the termination of the Agreement.

In case the Agreement comprises the use of e.g. photo, film, video, fonts, or other forms of reproduction of graphics or other protected works from the Client, there is a presumption that the Client is sufficiently entitled to do so by the relevant copyright holders of the underlying works. In this regard, the Client bears all liability with regard to third parties, and together with its mandatories, and to the exclusion of D&G, and indemnifies D&G in this regard.

Except in case of proven gross negligence or intent on the part of D&G, a late delivery of digital or physical materials cannot

be refused by the Client and cannot give rise to dissolution or compensation, nor to a price reduction.

If, in the context of an Agreement, D&G develops a distinctive sign such as e.g. a wordmark, figurative mark, ..., it is the responsibility of the Client to investigate the availability and the distinctive character of this sign proposed by D&G. The Client will have to contact a specialized trademark agency if necessary. The Client may request D&G to cooperate with such an agency, without D&G bearing any liability in this regard.

Any complaint or protest regarding the Agreement, inter alia concerning delivered goods, services or works must be made by registered letter and within eight (8) calendar days after receipt thereof. If no complaint is received within this period, this means that the Client has fully and completely accepted the delivered goods, services or works. As far as websites are concerned, the six-week guarantee period for technical bugs as described in article 11 "Websites" also applies.

The liability of D&G, in the event of a mistake or poor quality, is at all times limited to the repair in kind by carrying out the required improvements or to remaking the defective product, and can at no time give rise to compensation.

D&G is not liable for damage to or loss of documents and/or objects, in any form whatsoever or in any type of carrier, that were handed to him by the Client to carry out the assignment nor for materials which were created by D&G and send to the Client for approval or delivery of the assignment.

D&G will never be liable for consequential damage such as loss of revenue or profit, increase in operational costs, loss of clientele by the Client or third parties in relation to the Client. In any case, the total liability of D&G will always be limited to direct damages and will never amount to more than the price the Client paid to D&G for the services that directly gave rise to the claim with a maximum of 200.000 EUR .

16. Miscellaneous

The Client may not assign or otherwise transfer its Agreement to a third party, without the prior written approval of D&G.

Both Parties undertake not to, directly or indirectly, solicit, employ, engage or call upon the services of any employee(s), partner(s), director(s), contractor(s) or independent consultant(s) of the other Party who, within a twenty-four (24) month period preceding such action, has been involved directly with the provision of the services or was otherwise directly connected with the agreement between D&G and the Client, under penalty of having to pay indemnification amounting to twelve (12) months of the gross remuneration or fee earned by the person in question.

Neither Party shall be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, internet interruptions, electricity interruptions, viruses that are not filtered by reasonable antivirus software, epidemic, strike or labour dispute, war or other act of violence, or any law, order, or requirement of any governmental agency or authority.

If any provision of this T&C or the Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, such provision shall not affect the other provisions, and such unenforceable or invalid provision shall be deemed modified to the extent necessary to render it enforceable and valid, preserving to the fullest extent permissible the intent of the parties set forth.

D&G reserves the right to refer to the Client as its client and to display the Client's logo and name on D&G's website and other promotional materials for marketing purposes. Any display of the Client's logo and name will be in accordance with Client's branding guidelines, if provided by the Client. If the Client does not agree to such use of the logo and/or name, D&G must be notified in writing.

D&G reserves the right to publish and communicate the Client's business case. The business case will be submitted to the Client prior to publication and will take into account all reasonable requirements of the Client, including ensuring the confidentiality of certain information. In the absence of a response from the Client within the time period set by D&G, the Client agrees to the publication as proposed by D&G.

In the event of inconsistencies between a provision of the Dutch language version of the T&C and the English language version, the Dutch language version of the relevant provision will prevail.

17. Governing Law and Dispute resolution

These T&C, including all matters connected therewith, shall be governed by, and construed in accordance with, the laws of Belgium. The applicability of the UN Convention on Contracts for International Sale of Goods 1980 (CISG) is explicitly excluded. Parties agree to attempt in good faith and without delay to resolve any dispute or claim arising out of or in connection with the T&C and/or the Agreement promptly through negotiations between senior management. If no solution is found within thirty (30) days following the notification of the dispute by the complainant to the other Party, either Party may bring the case before the courts of the judicial district East Flanders, Division Ghent, which will have exclusive jurisdiction.