

### Application of the general conditions of the Contract

1. These general terms and conditions of the Contract (hereinafter referred to as "GTC") apply to all contracts, offers, purchase order (hereinafter referred to as "Contract"), etc. in writing between QUADRATURE SA Rue Auguste Piccard 20, Aéroport, 6041 Gosselies, Belgium, VAT no BE0458.335.589, RPM CHARLEROI (hereinafter referred to as "QUADRATURE") with any entity (hereinafter referred to as: "Licensee" ) in connection with the procurement of products and services or license, including the WinPro Software, unless special terms and conditions have been agreed in writing in a particular contract. In the event of silence of the conditions specific to a particular market, the present general conditions remain applicable for all that has not been specified in the market. When conditions relatives to the contract of license or the contract of maintenance of QUADRATURE S.A; are in contradiction with these General Terms and Conditions, General Terms and conditions are not applicable. When conditions of the above-mentioned contracts can be applied cumulatively with GTC, GTC apply. QUADRATURE's rights in accordance with the contract of license and the contract of maintenance are not reduced by these GTC. QUADRATURE's duties are not increased by these GTC if they are less heavy in the contract of license or the maintenance. By the very fact of its request for price or order, the customer expressly agrees, without reservation, to submit the contract or the order to these GTC.
2. These GTC apply to all legal relationships arising from the Contracts between QUADRATURE and the customer.  
  
To the extent that in the performance of the Contracts participate subsidiaries of QUADRATURE S.A. (hereinafter referred to as "QUADRATURE Subsidiaries"), these CGCs are also applicable to QUADRATURE Subsidiaries.
3. Software delivery never includes source code.
4. If the customer uses a model contract template, such as the terms and conditions of the contract, rules or pricing, this CGC has priority over that Licensee's model. QUADRATURE is not bound by a Licensee Contract Template, unless it signs its written consent in the Agreement.
5. When modifying the General Conditions of the Contract (hereinafter referred to as "GCC"), the new GCC must be communicated to the customer at QUADRATURE's choice by:
  - a) registered letter to the address of the customer's registered office;
  - b) e-mail to the e-mail address of the customer's representative, as indicated in paragraph 1 above;
  - c) If the customer has access to the Editor's FTP, QUADRATURE may display the CGCs on that FTP so that the customer may have the opportunity to read them.

The new CGCs apply immediately after they are sent in one of the ways indicated above.

### Offers and purchase orders

6. QUADRATURE may extend the WinPro License with additional modules, additional user licenses, machine drivers and other services not included in this Agreement through a distinct order form from the customer (hereinafter referred to as " Purchase order"). For this, the customer must submit to QUADRATURE a price request to the address: [info@winpro.be](mailto:info@winpro.be). QUADRATURE will send to the customer a price offer (hereinafter referred to as "Offer") to the email address of the person who sent the price request. The Offer is made by QUADRATURE based on the current WinPro Product and Service Price list (hereinafter referred to as the "WinPro Price"<sup>1</sup> ).

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<sup>1</sup> The WinPro Tariff is subject to change without any prior warning. Prices will always be confirmed in writing by the Publisher's administrative department

The Offer accepted by the customer must be returned signed to the address: [info@winpro.be](mailto:info@winpro.be). The Offer signed by the customer constitutes the Purchase Order.

The Purchase Order shall be subject to the terms and conditions of this Agreement unless the Parties otherwise agree in writing.

7. Our offers and order confirmations of QUADRATURE are calculated on the basis of purchase price amounts, suppliers' prices, wages, social and tax charges, the cost of goods and services, insurance premiums, transportation and other production or training costs and other components necessary for the realization of the service, according to the tariff in force at the time of establishing said offer or confirmation. These offers do not include insurance, VTA, installation or training cost that could be invoiced at the Winpro Tariff when the contract occurs.  
In the event of an increase of one or more component of the cost price, QUADRATURE is entitled to reflect this cost price increase on the customer Order if the customer has been informed of this increase at the latest when receiving the Offer from QUADRATURE or when QUADRATURE order confirmation.  
In the event of an increase of one or more factors making up the cost price, QUADRATURE is allowed to increase the price of the Order based on this increase if the customer has been informed of the increase later in the year at the time to receive QUADRATURE's Offer or to confirm the order.
8. The orders collected by the representatives or agents of QUADRATURE or transmitted to QUADRATURE by the customer by electronic means bind the customer for the duration of one month from the date of receipt of the Order by QUADRATURE or his representative.  
However, these Orders bind QUADRATURE only from a written confirmation of an Order emanating from the Editor's Directorate or from the person authorized by its Management. The confirmation can be done in the form of an e-mail to the e-mail address of the person authorized by the customer or e-mail address of the person representing the customer.
9. If the Parties have not agreed otherwise, QUADRATURE's remuneration for the services provided under the Contract shall be determined on the basis of QUADRATURE's WinPro Tariff in force on the day of the commencement of performance and which shall be submitted to the customer no later than the day of the beginning of the performance by QUADRATURE. In the case of an increase in the price of services between the date of signature of the Contract and the date of performance of the service, the price of the date of performance of the service shall prevail. The discounts granted to the customer at the signing of the Contract, do not change the value of the service if the value of the service depends on other consequences provided for in the Contract.
10. Except other agreement, the customer must pay to QUADRATURE the amount of the invoice established by QUADRATURE on behalf of the customer within 5 (five) days of the date of the aforesaid invoice and if in the absence of specific date, within 5 (five) days after the reception of the invoice. The delivery of the invoice is equivalent to a call for payment of the amount of the invoice within the time prescribed in this paragraph. In the case where the customer has not paid the amount of the invoice at the due date, the customer will be considered as in default of payment and QUADRATURE could be entitled to claim damages and interest from the expiration of the payment period.
11. The payment related to maintenance services must be performed before the beginning of the period of maintenance.
12. QUADRATURE can legitimately ask down payment or payment in advance.
13. Even in the case of an Order as an absolute fixed price, the Publisher may provide proof of modifications or supplements made under the order of the Licensee or any person acting on his behalf in any form in the context of the service previously ordered by the Licensee. In this case, apart from the quote for the previous service, the Publisher will issue an invoice for all additional services performed in the name of the Licensee.
14. In the case of services performed in " a cost-plus agreement ", the amount of the remuneration of the Publisher for these services is the result of the number of hours (rounded up to fifteen minutes) multiplied by the hourly rate of the Publisher who is fixed on the basis of calculations resulting from schedule costs of the employee involved in the performance of the service. In the event of a subsequent change in the hourly rate in the Publisher's rate, the latter will issue the invoice with the hourly rate applicable on the date of the billing.
15. The invoicing of the work in a "cost-plus agreement" includes : the work of development at the Publisher or in the QUADRATURE Subsidiaries, the hours of travel of the employee from the Editor to the site of the Licensee and the services realized on site at the Licensee.

For the performance of the Contract, the Publisher may use the service of its employees or employees of QUADRATURE Subsidiaries.

#### **Obligations of the Client in relation to cooperation and supply of information**

16. If the execution of the service requires the cooperation of the customer, in particular for the provision of information, the availability of the equipment or the presence of the employees of the customer, the customer agrees to cooperate with QUADRATURE to the extent necessary for the performance of the service and in particular at least 30 (thirty) days before the beginning of the services, the customer will provide essential information, unless due to the nature of the longer term service is necessary. In case of failure to provide the information requested by QUADRATURE at the time of confirmation of the Order or in the event of the lack of cooperation from the customer in any other way, the delay due to such breaches does not constitute the nonfulfillment of the Contract by QUADRATURE and authorizes QUADRATURE to suspend the performance of the Contract in its entirety or in the part for the performance of which the cooperation of the customer is indispensable. During this period, QUADRATURE to complete the Contract will only undertake those actions that are possible based on information received by QUADRATURE.
17. The customer is required to learn about the main functions of the software and supports the risk that it will suit its specific needs.
18. The installation of an operational hardware and software framework with the right functionality, considering the additional burden resulting from the use of the software provided by QUADRATURE is the sole responsibility of the customer.
19. The customer will conscientiously test the software provided by QUADRATURE, in order to detect any defects and test its operability with existing hardware and software, before using it in an operational setting. This paragraph also applies when the software is provided under warranty or with a maintenance contract.
20. The customer must meticulously observe the instructions on the installation and user of the software provided.
21. When QUADRATURE's obligations go beyond simply providing the software to the Customer, the customer must provide the assistance required for these additional services, free of charge, in the form of human resources, workspace, hardware and software, telecommunications data or equipment.
22. The Customer is obliged to provide full access to the software provided by QUADRATURE, either directly or indirectly through data exchanges. QUADRATURE is entitled to verify whether the software provided is used in a manner corresponding to the terms of the contract, through a request for information from the Customer on the duration and extent of the use, as well as access to documentation of the material and software used by the Client. To this end, the Client must allow access to its premises by QUADRATURE staff during regular business hours.
23. The client has a physical obligation to make "back-up" copies of the software's usage data provides at regular intervals, at least once a day, in a machine-readable format to ensure that this usage data can be exploited and reproduced in a reasonable amount of time and at a limited cost.
24. QUADRATURE is entitled to expect from the Customer to have copies ("back-up") of all the data provided in possession of the customer when QUADRATURE contacts him, unless the Customer expressly means it.
25. Any additional losses or costs resulting from non-compliance with the previous paragraphs will be borne by the customer.

#### **QUADRATURE's responsibility**

26. The electrical installations and network cabling necessary for the execution of the software are at the expense of the Licensee.
27. If the Contract does not say otherwise, QUADRATURE's duty of advice is limited to providing customers, upon request, with all the technical specifications of the software put forward or to be implemented by QUADRATURE. QUADRATURE does not assume the responsibility or duty of advice normally held by a network designer or manager, a hardware publisher (hardware) computer. QUADRATURE is solely responsible for the actual loss of the Customer as a result of the non-performance or poor performance of the Contract, in particular for the malfunction of the WinPro Software, i.e., in the case of damage

suffered by the Customer due to the operation of the Software which is incompatible with the design, specifications and documentation attached to the Contract or provided to the Client with the Software. In addition, QUADRATURE is responsible for the damage (in the context of actual loss), only if the damage is caused by gross negligence by QUADRATURE or persons acting on its behalf and on its behalf. QUADRATURE is not liable for damages such as loss of benefits or benefits and other indirect or secondary damage to the Customer, nor for damage resulting from the interruption of the activity, failure or malfunction of the computer or machine. QUADRATURE will not cover any replacement fees for software or services. In addition, QUADRATURE's total liability for customer damages is limited to a maximum amount of 50% of the amount of compensation paid by the Client to QUADRATURE under this Agreement and up to a maximum amount of 150,000.00 euros (One hundred and fifty thousand euros).

28. The Customer cannot validly issue a claim based on a delivery or performance failure when the resulting value reduction is negligible.
29. QUADRATURE is in no case liable for any damage related to a loss of profit or any other indirect damage by the Customer. To the extent that QUADRATURE's contractual liability is extended or limited, such an amendment also applies to the personal liability of QUADRATURE employees, representatives and employees.
30. QUADRATURE reserves the right to claim concurrent negligence.

#### **Transportation and Travel**

31. All QUADRATURE services will be performed at QUADRATURE's headquarters unless there are express stipulations to the contrary in the Contract or on the Order Voucher. All transport or shipment of goods on the basis of the CONTRACT from the headquarters of QUADRATURE to the Customer's headquarters is done at their own risk, even if it has been agreed "free of charge shipments". In the absence of an express stipulation on the purchase order, the costs of transport, shipping and travel on site are the responsibility of the Customer, even if it is QUADRATURE who organizes them. The transportation, shipping and travel costs of QUADRATURE employees and all other ancillary costs related to transportation, shipping and travel will be added to the bill for services or a separate invoice will be issued.
32. When goods or software leave QUADRATURE's facilities, their risk is transferred to the Customer. The transport of goods, even when carried out by the care of QUADRATURE, takes place in principle only on behalf of the Client and at the client's expense. Even where the carrier requires that the clause under which all transportation damages be borne and at the shipper's risk appear on the letters of transport, transportation addresses and other documents, it is the responsibility of the Customers to insure the goods and software purchased at their own expense. When it is agreed that QUADRATURE will proceed with the installation on the Customer's premises, the actual transmission of the product happens to be the time when the installation is complete, the relevant documentation made available online, and notified to the Customer.
33. Any delivery date mentioned by an employee, representative or attendant must be considered approximate except where it is expressly agreed otherwise in writing.
34. The beginning of the delivery period mentioned is subject to clarification in relation to the technical specificities and the performance by the Customer of its own obligations.

#### **Delayed delivery**

35. Delays in delivery or execution in cases of force majeure will not result in the termination of the Contract until a three-month period beginning on the date of the Contract. Customers will have to suffer from delays. The delivery period is suspended during the company's annual leave periods, when QUADRATURE is awaiting information or cooperation from the customer, or when delivery is prevented in case of force majeure.

36. The delivery or completion of the Contract begins the day after the Customer makes the entire down payment, set out in the Contract, available to QUADRATURE. If, according to the Contract, the Customer must pay the full amount set, the delivery or implementation period of the Contract begins the day after the final collection of the full payment by QUADRATURE.

#### **Force majeure and fortuitous cases**

37. The force majeure and "le fait du prince" give us the right to terminate or suspend the Contract completely or partially. QUADRATURE cannot be held responsible for the non-fulfilment and suspension of the Contract due to force majeure. By the events of force majeure, one understands external events of an extraordinary nature that cannot be avoided, even while maintaining the highest degree of care, in particular war, mobilization, total or partial strikes of more than 24 hours, lockouts, riots, machine failures, fires, explosions or forces of nature and any causes constituting for QUADRATURE or its suppliers a major obstacle to normal production or regular delivery of finished products, raw materials, fuels or supplies. QUADRATURE is required to inform the Client of the existence of force majeure immediately after learning of it, and if due to force majeure, this would not be possible, immediately after the cessation of the circumstances of force majeure and to take the necessary measures to eliminate the effects of the actions of force majeure for the implementation of the Contract.

In the event of a delay in delivery or execution of the Contract attributable to QUADRATURE, QUADRATURE agrees to pay the Customer a monthly sum equal to one per cent of the remaining services to be performed as a lump sum and irreducible repair. The delay of a supplier of QUADRATURE, duly proven, does not fall into the responsibility of QUADRATURE for delay of execution. If the delay in delivery or execution of the contract attributable to QUADRATURE continues for more than six months, the Customer will be entitled to a price reduction of fifteen percent of the amount, tax-free on the part of the order not executed, as a lump sum and irreducible compensation for the damage suffered as a result of the delay. Above the amount of the lump sum indicated in this paragraph, QUADRATURE cannot be held liable for damages suffered by the Customer as a result of the no or poor execution of the Contract.

#### **Receipt of goods - Guarantee**

38. The approval of QUADRATURE's products or services can be done by signing a slip or receipt minutes by the Customer. The slip or receipt minutes may be signed by the contact person, authorized by the Client for the realization of the Contract, unless the parties agree otherwise. The slip or receipt minutes can be signed by the Customer electronically, with confirmation of compliance with the delivery of the products or the completion of the services by QUADRATURE. In the absence of the signing of a slip or receipt minutes by the Customer in a manner described above, the supplies, works and services of QUADRATURE are definitively approved in a tacit manner if there has been no objection, protest or criticism of the Customer formulated within a fortnight of delivery, the end of services or works, or reception when this reception is provided for by the Contract.
39. When QUADRATURE is to perform services on or around other work or services not performed by it or by the QUADRATURE subsidiaries, QUADRATURE assumes no responsibility for any damage caused by itself or its attendants, unless gross or dol or unless any special agreement is made with the Customer.
40. No compensation may be claimed by the Client for damages caused to the person or property of our Clients, by the fact of the hidden defect, unless it is established that QUADRATURE or the QUADRATURE Subsidiaries were aware of it at the time of signing the Contract.
41. If QUADRATURE provides a guarantee for the provision of services, software or products in the Contract, QUADRATURE's liability for the guarantees provided by QUADRATURE for hidden defects expires if the Customer's claim is not reported to QUADRATURE no later than two (2) weeks after the customer discovers the defect and no later than three (3) months from the date of delivery to the Customer of the software, services, or products. For the rest, the resolution of bugs, anomalies or errors is done in accordance with the maintenance contract.

42. QUADRATURE assures the Customer that WinPro software complies with its online technical documentation published on QUADRATURE's FTP (below: "WinPro Technical Documentation").

The Customer is responsible for his choice of WinPro Software according to his needs and takes the risk related to its operation and results achieved by him as well as the adequacy of the WinPro Software to his needs, even if QUADRATURE was aware of these needs.

43. QUADRATURE, QUADRATURE subsidiaries and their suppliers do not give any guarantees, express or tacit, including regarding the non-violation of third-party rights, the market quality, or the suitability of the software to the specific needs or use of the Customer. In no case, QUADRATURE, QUADRATURE Subsidiaries, or their suppliers will be liable to the Customer for any direct or indirect damages, including any losses or losses, damages resulting from the shutdown of the activity, failure, malfunction of the computer or machine, any replacement costs of the software or service, and this even if QUADRATURE or one of its agents or representatives were informed of the possibility of any replacement of the software or service. Under no circumstances will QUADRATURE, QUADRATURE Subsidiaries or their suppliers be liable to the Customer for any claims from third parties. The application of these does not deprive the Client of his rights relating to the legal guarantee, to the extent that it would be applicable.

In the broadest possible sense under the law, QUADRATURE excludes the Client's rights arising from the laws concerning the defects of the object of sale. In the context of the defects of the purpose of the Contract, in particular products, service and software, the rights and obligations arise solely from the content of the Contract excluding all agreements, declarations, correspondence, insurance, and information related to the purpose of the Contract.

44. Any interventions under guarantee if granted are only carried out after obtaining from the Customer the full payment of the invoices established by QUADRATURE and any fees charged by QUADRATURE to the Customer. The guarantee contract, possibly to be concluded between the Client and QUADRATURE, takes up the contractual basis for the interventions in guarantee of QUADRATURE. Regarding QUADRATURE's supply, QUADRATURE's guarantee for hidden defects is limited in any case to that which it can obtain from its suppliers. On the other hand, six months after the signing of the Contract, the guarantee never includes the labour in benefit or the travel costs, except express exemption.

#### **Property, user rights and licensing agreement**

45. QUADRATURE retains the exclusive intellectual property of all software, materials or documentation provided, unless explicitly agreed to the contrary.

#### **Resolution**

46. independently of any other rights under the law or by the Contract, in the event of non-payment of all amounts due to QUADRATURE within 30 (thirty) calendar days from the due date, QUADRATURE may, without setting an additional time for payment, terminate the Contract and demand as lump sum and irreducible damages covering QUADRATURE's expenses and its shortfall a penalty equal to 30% (thirty per cent) of the remuneration indicated in the Contract or the remuneration corresponding to the value of the work not performed in the event of termination of the Contract in part.
47. In the event of a partial or complete resolution of the contract by QUADRATURE to the Client's wrongs, either by application of Article 1184 of the Civil Code, or by the effect of the express resolution clause used by the Client or by QUADRATURE to the Client's wrongs or if the Client has charged a third of the performance of all or part of the planned work, an amount equal to 30% (thirty percent) of the contract amount or the cost of work not carried out in the case of partial resolution of the Contract, will be due to QUADRATURE as lump sum and irreducible damages covering THE expenses of QUADRATURE and its shortfall.
48. In the event of termination or expiry of this Agreement, all WinPro licenses for WinPro Software and Driver Licenses will be terminated on the basis of this Agreement. When the WinPro License is terminated in part or in its entirety, the Customer must immediately stop using WinPro Software and



permanently delete (uninstall) all copies of WinPro Software from the computer memory or data storage media available to the Customer.

49. QUADRATURE reserves the right to require the Customer to present sufficient proof of the removal or uninstall of WinPro software, stopping or destroying all media, manuals, technical descriptions, and other materials related to WinPro Software.

#### **Bills, Invoices and Delay in Payments**

50. Any invoice that has remained unpaid, in whole or in part, 15 (fifteen) calendar days after its maturity, will be increased lump sum and irreducibly, without prior notice, for administrative, management, litigation and accounting costs, amounting to 15% (fifteen percent) of unpaid sums with a minimum of 100 euros (one hundred euros). In addition, any amount owed will be productive, as soon as the due date and without the need for a notice, of moratorium interest at the rate of 1% (one percent) per month. Any month started is considered to be completed.
51. Any contract not paid at maturity allows QUADRATURE to consider any contract after the unpaid order as resolved, as resolved, as rightfully and without the need for a formal notice. In this case, an amount equal to 30% (thirty percent) of the resolved market will be due by QUADRATURE without the need for a formal notice and as a lump sum and irreducible remedy for the damage and loss suffered by QUADRATURE as a result of the resolution. QUADRATURE will also have the right to suspend any new delivery or service until the total payment of the sums due. In addition, QUADRATURE reserves the right, in the event of non-payment of an invoice or a deposit, to consider the Contract as suspended or resolved as a matter of right at the expiry of a period of 8 (eight) days from a letter of formal notice that has not been granted. Any money previously paid by the Client is in this case definitively acquired; it will cover first the penalties mentioned above and then all interest, royalties and remuneration due to QUADRATURE on the basis of the Contract, according to the order of the due dates starting with the oldest. If the sums withheld are insufficient to pay the cost of the work or benefits performed or the items delivered and the severance pay, QUADRATURE reserves the right to sue for the surplus.
52. When the Customer's credit deteriorates, QUADRATURE reserves the right, even after a partial execution of a contract, to require the Customer guarantees that are likely to ensure the proper execution of the commitments made. The refusal to comply gives QUADRATURE the right to suspend the service and to consider all or part of the contract as resolved to the wrongs and grievances of the Client at the end of an eight-day period from an unsuccessful letter of formal notice.
53. Depending on the status of the work and benefits, QUADRATURE reserves the right to demand payment of instalments commensurated to this status and the value of the materials and benefits acquired or implemented, whether or not these payments were provided for by the specific conditions. The down payment statements must be paid no later than 8 (eight) days of their handover to the Customer.
54. QUADRATURE's suspension of work or services provided in the Contract due to non-payment by the Customer within the above specified time limit does not give the Customer the right to resolve the CONTRACT at the wrongs of QUADRATURE or to claim any damages from QUADRATURE because of the delay in the implementation of the Contract by QUADRATURE.
55. Customers are prohibited from issuing a corrective document without a formal agreement from QUADRATURE.

#### **Property reserve**

56. The goods and orders of QUADRATURE, as well as the result of its work and services, are payable, unless written derogation, pay it for outright, at the head office of the company deviating from the querability of the debts. The creation of a settlement, the indication of a bank account number or the fact of a commercial bills of exchange and does not detail any deviation from this rule. However, ownership of the goods supplied will only be acquired, by derogation from Article 1583 of the Belgian Civil Code, after full payment of the price and possible accessories of that price. Goods, services and supplies of any kind therefore remain inalienable and exclusively owned by QUADRATURE until the time of the settlement of all debts, with the right now contractually recognized to the company to take them back wherever they

might be. Any total or partial disposal of goods, supplies, services or software by the Client, in violation of QUADRATURE's property rights, will constitute an abuse of trust and a complaint will be filed under Article 491 of the Belgian Penal Code.

57. Our attendants are qualified to make collections.

#### **Liability**

58. The Customer is required to cooperate with QUADRATURE to the extent necessary to protect the copyright of WinPro Software. The Customer will do his best to prevent unauthorized use, reproduction, sale, transfer or distribution of WinPro Software or unauthorized access.

59. Any unauthorized installation or use of WinPro Software provided to the Customer on the basis of this Agreement that exceeds the scope of the WinPro License granted to the Customer (including the number of User Licenses) or that does not comply with the provisions of this Agreement, results in a violation of QUADRATURE's intellectual property rights and a violation of this Agreement.

60. If there is a reasonable doubt as to whether the use of WinPro Software is in compliance with the Contract, QUADRATURE may verify the Customer's use of WinPro Software. The check must be carried out on the working day, after consultation with the Customer, during working hours and without disrupting its normal activity, no later than 7 days after the date of the request of QUADRATURE.

61. In the case of a serious violation of this Contract by the Customer, and in particular in the event of modification, adaptation, implementation of reverse engineering prohibited by law or other activities, indicated in the Contract, in case of transfer or provision under any basis or distribution of the WinPro Software to third parties, QUADRATURE may ask the Customer to terminate the infringement and withdraw its consequences in a period shorter than 1 (one) month. Once the deadline has been unsuccessful, QUADRATURE has the right to unilaterally terminate the Contract with immediate effect. The termination of the Contract must be communicated by letter recommended with the acknowledgement.

#### **Confidentiality agreement**

62. Each Party must keep strictly confidential all information that constitutes the secret of the company or the professional secrecy of the Party that transmits information, information whose disclosure would be contrary to the interests of the Party transmitting it and could cause harm to that Party, always if it were transmitted in any form of the framework of execution of the Contract and collaboration in its execution.

63. Each Party also undertakes to keep strictly confidential, not to disclose, not to make available to third parties information communicated by the other Party in the framework of the execution of the Contract (including technical, technological, commercial, financial, organizational information, Production methods, etc.).

64. The information in paragraph 1 and 2 above is referred to as "Confidential Information."

65. The duty of confidentiality does not apply to following information that:

- a. When disclosure, were publicly known without any fault of the Party that received them.
- b. Were already known to the Party before they were received.
- c. Were developed independently by the recipient Party without the use of the confidential information of the Party that transmits.
- d. Were legally obtained by the recipient Party via a tiers that is not bound by the duty of confidentiality.
- e. Require disclosure under applicable law or under a court order or a final decision of a public body.

66. The confidentiality obligations of the information set out in this Article apply for the duration of this Agreement as well as after its expiry or termination, with no time limit.



67. In the event of termination or expiry of the Contract, the Client will return to QUADRATURE all projects, plans, technical documents, notes received or carried out as part of the execution of the Contract and which relate to the WinPro Software, in written or electronic form. The referral must be made within 7 (seven) days after the termination or expiry of the Contract.
68. The Client undertakes during the duration of the Contract and after its expiry or termination not to disclose or transmit any opinion, facts or information concerning QUADRATURE, its partners, its members of the Board of Directors, its employees, its customers who may put these people in a bad light or expose about the harm.
69. The Client undertakes during the duration of the Contract and after its expiry or termination not to employ employees of QUADRATURE (in the context of labour relations or on another legal basis) to provide him with services other than under the good performance of the Contract. This paragraph applies if there is a working relationship between the employee and QUADRATURE.
70. The parties comply with existing data protection legislation, particularly when they have access to the other party's hardware or software facilities. The parties ensure that their employees or employees comply with the above obligation.

### **Disputes**

71. The Parties agree to make reasonable efforts to settle any dispute arising from the Agreement out of court. Any dispute arising from the Agreement that cannot be resolved by mutual agreement within 14 (fourteen) days from the date of the dispute (i.e., the date of notification to the other Party of the opportunity to refer the matter to a court) must be resolved by a court specific to QUADRATURE.
72. Any challenge between the Parties will, without exception, according to the rules of jurisdiction, be brought before the Justice of Peace of Charleroi 3rd Canton of Gosselies, the Court of First Instance of Charleroi or the Commercial Court of Charleroi. The same territorial jurisdiction of the Charleroi Courts applies in the case of international markets and only Belgian law is applicable in all cases.
73. This Agreement is not governed by the United Nations Convention on International Goods Contracts, the Uniform Law on the composition of International Goods Contracts, the Uniform Law on the International Sale of Goods, nor by any law, regulation or regulation of any rights based on that aforesaid Convention and such aforesaid Uniform Laws., and the application of the said Convention and these said Uniform Laws is expressly excluded.
74. If any of the provisions of this Contract or these GSCs are found to be null and void, this will not affect the validity of its other provisions, which will remain applicable and enforceable. The Parties undertake to make efforts and take all necessary measures to reach an agreement and to establish new rules in place of provisions deemed null and void.