



GENERAL TERMS AND CONDITIONS OF INVITEDESK

1. Applicability

InviteDesk is a product and a registered trademark of INVITEDESK nv, with its registered office at A. De Brabanterstraat 108, 9470 Denderleeuw, Belgium, VAT number BE0695.634.906 (hereinafter also referred to as: INVITEDESK). These general terms and conditions, unless otherwise agreed upon in writing and expressly, apply to and form an integral part of all offers and quotations from and agreements with INVITEDESK, to the exclusion of any other conflicting and/or supplementary terms and conditions of the contracting party of INVITEDESK (hereinafter also referred to as: the customer).

By signing an offer or quotation, agreement, or any similar document, or by submitting an online quotation request or placing an order, the customer expressly acknowledges having taken note of these general terms and conditions and unconditionally accepts their full applicability.

In the event of discrepancies between the aforementioned documents and/or contractual agreements between INVITEDESK and the customer, the following hierarchy applies:

- (1) the written agreement between INVITEDESK and the customer;
- (2) the written order confirmation issued by INVITEDESK;
- (3) these general terms and conditions;
- (4) Belgian law.

These general terms and conditions are available in Dutch upon simple request and can also be consulted at www.invitedesk.com in English and French. The Dutch version of these general terms and conditions is the only

authentic version. This is an automated translation of the original Dutch version. The Dutch version of these terms and conditions is the only authentic version. In case of any discrepancy or conflict between the translated version and the original Dutch version of these terms and conditions, the Dutch version shall prevail and be considered the authoritative and binding version in any legal proceedings or disputes.

2. Offers and quotations – conclusion of the agreement – prices

All offers and quotations are non-binding and do not bind INVITEDESK. The agreement with the customer is only concluded upon and by written order confirmation from INVITEDESK or upon signing of a specific written agreement between INVITEDESK and the customer. Obvious calculation errors in the specified prices can be corrected by INVITEDESK at any time. A

n offer or quotation from INVITEDESK is not divisible and therefore cannot be split, unless otherwise stated. A composite offer or price quotation does not oblige INVITEDESK to perform part of the assignment for a corresponding part of the quoted price. Prices included in offers or quotations from INVITEDESK or in agreements between INVITEDESK and the customer only apply to that specific offer, quotation, or agreement and do not automatically apply to future assignments, orders, or agreements between the parties.

All prices stated by INVITEDESK, in price quotations, offers, agreements, or any other documents, and on websites, are always exclusive of VAT and other taxes and charges, unless expressly stated otherwise. These prices are adjusted annually to fluctuations in the Belgian consumer price index, with the starting index being the index of the penultimate month before the month of



renewal preceding the indexation, and the new index being the index of the last month before the month of renewal preceding the indexation.

INVITEDESK also reserves the right to change the prices of its products and services at any time in addition to index adjustments. INVITEDESK notifies the adjusted price/prices at least 8 weeks before the new price/prices come into effect. At that time, the customer is entitled to terminate this agreement by means of a registered letter no later than 30 days before the new prices come into effect.

INVITEDESK is permitted to work for other – including competing – customers, both during the duration of the agreement with the customer and after its termination.

3. Delivery

INVITEDESK carries out each agreement in good faith, with the required care and expertise, and to the best of its ability. The commitments made by INVITEDESK can in any case only be considered as obligations of means.

Unless otherwise agreed upon in writing between INVITEDESK and the customer, the moment at which the customer gains access to the website/digital platform shall be considered the time of delivery. The execution or delivery times indicated by INVITEDESK are purely indicative and do not bind INVITEDESK. Exceeding the specified execution or delivery times cannot lead to the cancellation of the order or the termination of the agreement by the customer, nor to the refusal of the ordered goods or services by the customer, and in no case entitles the customer to compensation or to a postponement or refusal of payment.

4. Duration

The duration of the agreement depends on the chosen formula. The agreement comes into effect for each formula and takes full effect from the date of its signature or from the date of delivery, whichever occurs first. The duration is calculated on a day-to-day basis.

Formula for 1 event:

The agreement is valid for the term specified in the quotation and terminates automatically. Extensions are possible upon simple request from the customer.

Formule for 12 months or more:

After the expiration of this duration, the agreement is automatically renewed for the same duration as the initial period, unless it is terminated by one of the parties no later than 3 months before the end of the current duration. Also, at the end of each silently renewed duration, the agreement is subsequently renewed for the same duration as the initial period, unless it is terminated by one of the parties no later than 3 months before the end of the current renewed duration. The termination of the agreement must in all cases, under penalty of nullity, be done by registered letter to the other party. A timely and valid termination shall take effect at the end of the then-current period. A valid but late termination shall only take effect at the end of the next period.

5. Subcontracting

INVITEDESK has the right to subcontract (a part of) the agreed works and/or to rely on partners..

6. Additional works

All deliveries of services and/or products not explicitly provided for in the accepted and



confirmed offer or quotation from INVITEDESK or in the written agreement between INVITEDESK and the customer shall be deemed additional orders at the request of the customer (hereinafter also referred to as: additional works), and they shall be invoiced to the customer based on post-calculation at the usual rates.

Without limiting the generality of the foregoing, the following circumstances, for example, may give rise to additional works:

- Expansion or modification of analysis, requirements and wishes or design, after approval by the customer;
- Requirements, wishes, conditions or expectations of the customer which were not, or not fully, or insufficiently communicated to INVITEDESK at the time of entering into the agreement;
- Defects and/or deficiencies in products or services of third parties, subcontractors and/or partners which INVITEDESK could not reasonably foresee or over which INVITEDESK has little or no control;
- Inadequate cooperation from the customer in the execution of the agreement.

Supplementary and/or changes requested during the course of a project may result in an extension of the delivery and execution period.

7. Intellectual Property Rights

All copyrights and all other intellectual property rights or other rights to or concerning the products and services provided by INVITEDESK, as well as the designs, software, documentation, and all other elements developed and/or used in preparation or execution of the agreement between INVITEDESK and the customer, or arising therefrom, shall remain exclusively

vested in INVITEDESK and/or its suppliers and licensors, and the delivery of products and/or services to the customer shall thus not result in any transfer of copyrights or other intellectual property rights.

The customer shall only obtain a non-exclusive, personal, and non-transferable right to use the products and results of the services provided by INVITEDESK, for the agreed purposes and in accordance with the provisions of the accepted and confirmed quotation from INVITEDESK and/or the agreement concluded between the customer and INVITEDESK, and only for the duration of the agreement. The customer is not entitled to disclose, copy, reproduce, emulate, publish, duplicate, or make available to a third party, in whole or in part, the products and results of the services in any way. In the event of termination of the agreement between INVITEDESK and the customer, the customer is no longer entitled to use the products provided or delivered by INVITEDESK, and any license granted by INVITEDESK to the customer shall immediately cease.

If INVITEDESK determines that a competitor of hers is directly or indirectly either a shareholder of the customer or holds a directorship of the customer, or is otherwise closely involved in the operation of the customer, or if it appears that such a situation has occurred during the term of the agreement, INVITEDESK is entitled to terminate the agreement with the customer with immediate effect by registered letter, without INVITEDESK being obliged to pay any compensation. Consequently, any usage rights granted to the customer in accordance with the previous paragraph shall also immediately expire.

8. Unauthorized Use

The customer may not engage in unauthorized use of the delivered goods,



services, or provided facilities, including the offered storage space. Unauthorized use includes: the direct or indirect use or allowing the use of the delivered goods, services, or provided facilities, including the offered storage space, for the commission of any breach of any agreement or any legal provision, whether criminal or not, in the broadest sense of the word, causing damage or inconvenience to INVITEDESK or third parties. The customer shall indemnify INVITEDESK in full for any claims by third parties brought against INVITEDESK related to the unauthorized use by the customer of the delivered goods, services, or provided facilities.

If INVITEDESK detects unauthorized use, it is entitled to take all necessary or deemed useful measures to cease this use without prior notice and may terminate the agreement with the customer with immediate effect to the detriment of the customer, or suspend the performance of the agreement until the unauthorized use has ceased, with the right to claim damages from the customer, all without INVITEDESK being obliged to pay any damages to the customer.

9. Protests

All protests regarding the products and services delivered by INVITEDESK must, under penalty of inadmissibility, be made within 5 calendar days after the delivery of the respective products or the provision of the respective services, except in cases where the protest concerns a hidden defect, in which case the protest must be made within 5 calendar days after the customer becomes aware of it or should have become aware of it. All protests regarding the invoicing itself must, under penalty of inadmissibility, be made within 5 calendar days after receipt of the respective invoice.

All protests, of any kind whatsoever, must be made by motivated registered mail under penalty of inadmissibility.

The fact that INVITEDESK negotiates with the customer following a complaint or damage does not imply any acknowledgment by INVITEDESK regarding its liability or the admissibility or validity of the complaint.

Any claims for compensation and/or complaints from the customer regarding defects, deficiencies, and/or invoicing, as well as any delays in the performance of the agreement, shall not entitle the customer to suspend payment obligations, unless otherwise provided in these general terms and conditions or the agreement, as the case may be, and to the extent thereof.

10. Liability

In the event of errors and/or defects attributable to INVITEDESK regarding the products and/or services provided by INVITEDESK, INVITEDESK may choose to repair or re-perform the services or repair or re-deliver the goods, at its sole discretion. Unless otherwise agreed upon in writing, the customer shall not have the right to engage third parties to repair any damage to goods and/or services provided by INVITEDESK to the customer, and INVITEDESK accepts no responsibility or liability in this regard.

INVITEDESK shall in no event be liable for damage caused by the customer, its appointees, end users, subcontractors, partners, and/or third parties, nor for any indirect or consequential damage, such as – without limitation – commercial or financial losses, loss of data, reputational damage, loss of profit or revenue, loss of time, loss of customers, and losses resulting from third-party legal actions taken against the customer.

The total liability of INVITEDESK for any damage resulting from defects or deficiencies in the goods and/or services provided by INVITEDESK shall at all times be limited to the amount invoiced and paid by the customer annually for the use of the relevant goods or services to which the damage relates, not exceeding €10,000 per damage event.



Furthermore, INVITEDESK can only incur liability provided that the defects and/or deficiencies in the goods and/or services provided by INVITEDESK are reported to INVITEDESK in a timely manner and in the correct form, in accordance with these general terms and conditions.

11. Payments

. All payments must be made in euros. Any costs associated with payments shall be borne by the customer.

Unless expressly and in writing otherwise agreed between INVITEDESK and the customer, all invoices from INVITEDESK are payable within 30 calendar days from the date of the invoice. On the due date of the invoices sent, INVITEDESK's account must be credited.

Each payment made by the customer shall first be applied to interest, then to collection costs and damages, and then to the principal sum. Moreover, payments shall always be first allocated to the oldest outstanding invoice, even if the customer specifies that the payment relates to a later invoice.

The customer shall not be entitled to apply any deduction by way of setoff, counterclaim, or otherwise, unless the customer has a valid and enforceable court order pursuant to which INVITEDESK must pay an amount equal to such deduction.

A customer placing an order with a request to invoice third parties remains personally and jointly responsible for the full payment thereof at all times, even if INVITEDESK has agreed to this method of invoicing. Any amount owed by the customer to INVITEDESK that is not paid or not paid on time on the due date shall automatically and without prior notice be increased by default interest of 12% per year, as well as a fixed and unchangeable compensation equal to 12% of the amounts unpaid on the due date, with a minimum of 150 EUR, but without prejudice to

INVITEDESK's right to prove higher actual damages, in which case the higher amount shall be due.

Non-payment, late payment, or incomplete payment of one or more invoices may, at the discretion of INVITEDESK, give rise to suspension or termination of the agreement, if applicable with the right to compensation in accordance with the other provisions of these general terms and conditions, the agreement between the parties, and/or common law, without INVITEDESK's decision to suspend or terminate due to non-payment, late payment, or incomplete payment by the customer being considered as abuse of rights or giving rise to liability and/or payment of damages by INVITEDESK in any way.

By not, not timely, or incompletely paying a single invoice, for whatever reason, the outstanding balance of all other, even non-due, invoices shall also become immediately due and payable, and furthermore, all benefits of payment deferment and/or discounts already acquired or promised to the customer shall lapse.

12. Netting

In accordance with the Financial Collateral Act of December 15, 2004, INVITEDESK and the customer automatically and by operation of law offset and net all currently existing and future receivables against each other. This means that in the ongoing relationship between INVITEDESK and the customer, only the largest receivable remains after the aforementioned automatic offsetting.

This set-off shall in any case be opposable to the curator and the other concurrent creditors, who therefore cannot object to the set-off made by INVITEDESK and the customer.

13. Suspension and Termination of the Agreement

In the event of the customer's non-compliance with one or more of its contractual obligations, including non-payment or late payment of amounts due to INVITEDESK, INVITEDESK is entitled to suspend further performance of the existing agreements with the customer or to consider these agreements automatically terminated without any judicial intervention to the detriment of the customer. However, termination will only occur if the customer has not remedied its contractual breach(es) within a period of 7 calendar days after INVITEDESK has notified the customer of its failure to comply with its contractual obligations.

Upon receipt of unfavorable solvency or commercial information concerning the customer, indicating, among other things, protested bills of exchange, summons for unpaid invoices or social security contributions, tax debts, mentions in seizure reports, etc., INVITEDESK is entitled to suspend all further performances until adequate guarantees are provided by the customer within the timeframe specified by INVITEDESK. If the customer fails to provide the requested guarantees within this period, INVITEDESK is entitled to terminate the agreement with the customer with immediate effect by registered letter, without being liable for any damages.

In the event of any change in the customer's situation, such as death, conversion, merger, acquisition, transfer, or if the customer is declared bankrupt, requests a moratorium on payments, goes into liquidation or dissolution, or if a provisional administrator, sequester, debt mediator, or similar person is appointed over the customer, INVITEDESK also has the right to consider the agreement automatically terminated to the detriment of the customer with immediate effect, of which it shall notify

the customer by registered letter, also without INVITEDESK being liable for any damages.

If the agreement with the customer is terminated or terminated to the detriment of the customer under any of the provisions of these general terms and conditions, INVITEDESK is entitled to payment from the customer for all goods and/or services already delivered as of the date of termination or dissolution, as well as additional damages for loss of profit, which shall be fixed at a flat rate of 50% of the amounts that would have been due if the agreement or order had been fully executed, without prejudice to its right to prove higher damages, in which case the higher amount is due.

14. Force Majeure

In the event of force majeure, INVITEDESK has the right, without being liable for any damages, to either definitively not execute or partially execute the agreement with the customer, or suspend its performance until the force majeure situation ceases. Force majeure includes (but is not limited to): strikes, lockouts, wars, epidemics, pandemics, fires, machinery breakdowns, illness or accidents of persons responsible for execution, failure by INVITEDESK's suppliers or partners and/or subcontractors it relies on to fulfill their obligations, power outages, and all circumstances that significantly change the economic situation.

If any circumstance would particularly or unreasonably burden the performance of the agreement by INVITEDESK, INVITEDESK is also entitled, at its discretion, to either definitively not execute or partially execute the agreement without being liable for damages, suspend the performance of the agreement until the circumstance ceases, or invite the customer to renegotiate the agreement.

If the aforementioned circumstances or force majeure situations in relation to INVITEDESK



persist for a continuous period of more than two months, both the customer and INVITEDESK are entitled to terminate the agreement without any additional notice period or liability for damages, by registered letter.

If INVITEDESK has partially fulfilled its obligations or can only partially fulfill its obligations when the aforementioned circumstances or force majeure situations occur, it is entitled to separately invoice the already delivered or deliverable part, and the customer is obliged to pay this invoice as if it were a separate contract.

15. Validity of Individual Provisions

The invalidity or ineffectiveness of one or more provisions of these general terms and conditions or of one or more provisions of the agreement between INVITEDESK and the customer shall not affect the validity of the other provisions of these general terms and conditions or of the entire agreement between INVITEDESK and the customer. From the moment that one of the provisions of these general terms and conditions or of the agreement between INVITEDESK and the customer is found to be invalid or ineffective, INVITEDESK and the customer will negotiate in good faith to replace this invalid or ineffective provision with a completely valid and enforceable provision that reflects the original intention of the parties as closely as possible.

16. Prohibition of Poaching

The customer undertakes neither directly nor indirectly (e.g., through an affiliated or in any way connected legal entity) to employ INVITEDESK's employees or agents, have them perform services, approach them to join their employment, or in any way induce them to terminate their agreement with INVITEDESK

with the aim of joining the customer or a third party, even if the customer is approached by INVITEDESK's employee or agent. This provision applies throughout the duration of the agreement between the parties, as well as 12 months after its termination.

A breach by the customer of the above prohibition provisions results in the customer owing INVITEDESK a fixed and unchangeable compensation equal to the amount of the last gross annual salary including fringe benefits of the respective employee or agent. Furthermore, INVITEDESK has the right to take all necessary measures to put an end to the breach of the prohibition.

17. Confidentiality

Parties will consider the offers and quotations from INVITEDESK, the agreement between INVITEDESK and the customer, and all information acquired regarding the other party, its business operations, methods, and services during the conclusion and execution of the agreement, as confidential information.

Parties will only use this confidential information for the execution of the agreement. This confidential information will not be disclosed or made available to third parties by the employees of the receiving party without the prior written consent of the other party. The receiving party will also take all necessary measures to prevent the dissemination of this confidential information.

This confidentiality obligation does not apply to information that:

- is publicly known and belongs to the public domain;
- was lawfully obtained from third parties;
- was independently developed by a party.

Both during the term of the agreement and after its termination, regardless of the reason for termination, INVITEDESK undertakes not



to disclose any personal or confidential information concerning the customer, the company, the working methods, customers, or suppliers, whether it concerns the interest of this information or the circumstances, even indirectly, in which INVITEDESK received the information.

This obligation of confidentiality continues to exist for 3 years after the termination of the agreement.

18. Miscellaneous Provisions

No transfer, in any way, in whole or in part, of the rights and/or obligations arising from these general terms and conditions or from the agreement between INVITEDESK and the customer by one of the parties can be validly made if the other party has not previously and in writing agreed to this transfer.

The titles and headings included in these general terms and conditions are included solely for ease of reference and readability, but do not in any way reflect the intentions of the parties nor are they considered in the interpretation of the provisions of these general terms and conditions.

INVITEDESK is not deemed to have waived any right or claim from these general terms and conditions or the agreement with the customer or regarding a breach by the customer unless this waiver is communicated in writing and expressly by INVITEDESK to the customer.

If, in the application of the previous paragraph, INVITEDESK nevertheless expressly and in writing waives rights or claims arising from a default or other breach by the customer, this waiver can never be interpreted as a waiver of any other right under these general terms and conditions or under the agreement with the customer or regarding any other default or other breach

by the customer, even if both cases show great similarity.

19. Applicable Law and Jurisdiction

All offers and agreements of and/or with INVITEDESK are exclusively governed by Belgian law. All disputes between INVITEDESK and the customer will, in the absence of an amicable settlement, be settled exclusively by the courts of the judicial district or arrondissement of Antwerp, division of Antwerp.