

## GENERAL CONDITIONS

**1. General:** The contractual relationships between the client and DOUBLE DIGIT GROWTH BVBA (DDG) are exclusively governed by the present general conditions, excluding the application of the general conditions of the client, and apply to all services provided by DDG. By requesting the assignment, the client declares to understand and to agree to the present general conditions. Deviations from the present general conditions are not allowed, except if they are agreed upon in writing by the parties. The present general conditions complement the specific contractual provisions between DDG and the client, and form an integral part thereof.

**2. The assignment:** To be valid, each assignment has to be accepted by DDG. Save for prior written deviation, an order is only considered final after acceptance by DDG and the effective payment of an advance payment of 50% for website development projects and 30% for other projects of the total price of the assignment. DDG may however execute the assignment without having received the advance payment, without prejudice to the validity of the assignment. DDG will use its best efforts to execute the assignment. This is an obligation of means, except if explicitly stipulated otherwise. DDG is only committed to what is explicitly foreseen in the assignment. Any modifications by the client to the accepted assignment will be at the sole and full expense of the client. Each modification has to be explicitly accepted by DDG in writing. The client commits to provide all useful and required data for the assignment to DDG, and to fully enable the execution of the assignment, even in case of altered conditions. The client is solely responsible for the accuracy of the data provided to DDG. If the client fails to provide the said data, DDG is entitled to suspend the execution of the assignment and to terminate the agreement if the failure is not cured in due time. If the client renounces to the assignment, he will be fully liable for all costs of DDG caused by and deployed for the execution and the preparation of the assignment and the renunciation thereof. In case of failure to provide the necessary data or in case of renunciation, the client will pay a lump sum compensation of 20% of the price of the assignment. In addition, DDG has the right to claim its actual damage, including but not limited to the revenue loss caused by the renouncing of the

assignment, and the revenue loss caused by other assignments that had to be refused, suspended or stopped.

**3. The execution term of the assignment:** DDG will use its best efforts to execute the assignment in a reasonable term, or, if applicable, the term that is agreed upon. If the client impedes or slows the execution of the assignment, the term will automatically be extended. If the client makes the execution of the assignment impossible or more difficult than foreseen, DDG is entitled to terminate the agreement immediately, without prior letter of default and without respecting a notice period or paying an indemnity. In that case, the client will bear the costs caused by the assignment and the termination thereof. If the execution term is exceeded, DDG will not be liable for any damages of the client or a third person caused by the exceeding of the execution term. Exceeding the term will not give the client the right to terminate the agreement with DDG, nor to claim any compensation. The assignment shall be delivered within 12 months after accepting the quotation.

**4. Price and payment:** The price of the assignment is described in the agreement between the parties (accepted quote, proposal, contract, specific conditions,...), and will be invoiced by DDG. In absence of an agreed price, DDG will invoice its performances transparently and in a reasonable way, in correspondence with its usual rates. The mentioned price only applies to the assignment as accepted by DDG and does not cover any additional work. The client will bear the full costs of a modification of the assignment. Save if agreed otherwise, the client will make an advance payment of 30% of the total price of the assignment before the start thereof. DDG will invoice the delivered services during or at the end of the assignment, at its discretion, unless if otherwise provided. All prices are excluding VAT, save if explicitly stipulated differently. DDG's fees exclude all expenses (e.g. travel, transport, meals, per diem, materials...), which will be added separately on the invoices. When DDG has to book locations, catering, hotels, and/or flights, a 15% booking fee will be added. DDG's invoices are to be paid within the payment term of 14 days after the day of issuing. If an invoice is not paid within this term, automatically and without any notice, a lump sum compensation of 10%

of the invoice amount will be due by the client. Each dispute relating to the execution of the assignment or the invoices has to be sent at the official address of DDG by registered mail within 15 days after the sending of the invoice or after the facts that form the base of the dispute, on penalty of forfeiture of any further claim in this regard. In any event, the client is no longer entitled to claim any compensation one year after the termination of the assignment. The following cancellation scheme applies for workshops, trainings and coaching and consultancy sessions that are booked (in addition to compensation for the services and expenses already delivered and what is stated in clause 2 about renunciation):

- Cancelled up to 6 weeks in advance: 0% to be paid by client
- Cancelled up to 3 weeks in advance: 30% to be paid by client
- Cancelled up to 1 week in advance: 60% to be paid by client
- Cancelled less than 1 week in advance: 100% to be paid by client

**5. Liability for the execution of the assignment:**

DDG provides advisory services and can never be held accountable for the implementation of this advice. The execution of the assignment is a best effort obligation. The aggregated liability of DDG shall not exceed 10% of the annual contract spend by the client, and will not cover the client's actual loss. The liability of DDG is limited to cases of faulty behavior by or gross negligence of DDG. In any case, the client cannot claim compensation for damages other than immediate and direct consequences or losses.

**6. Confidentiality:** Parties shall keep all information of any nature whatsoever coming into their possession in the framework of the assignment or the pre- or post-contractual phase and regarding the other party, strictly confidential and will ensure that their respective employees, agents and sub-contractors also maintain such confidentiality. Taking into account the client's interests, DDG is entitled to use the works created or performed in the framework of the assignment for promotion and publication.

**7. Termination of the agreement:** Parties can terminate the agreement at all time by means of registered letter. If the agreement is terminated by the client, compensation will be due as foreseen in clause 2 (20% lump sum and in addition, the real actual damage). Moreover, the client will have to pay for the

services already delivered by DDG at the time of termination. DDG will send an invoice for these services. Any goods or documents belonging to DDG that were put at the disposal of the client during the assignment have to be returned to DDG upon first request and at the latest within 14 days after the termination of the agreement.

**8. Non-hiring:** Neither Party (including all subsidiary, affiliates and joint ventures) shall, during the term of the agreement and for a period of eighteen (18) months thereafter, directly solicit any of the other Party's representatives who have been involved in the signature or performance of the Agreement without the other Party's prior written consent. If however, a mutual agreement is reached about such hiring, the hiring Party will subsequently pay the other Party a single fee calculated at twelve (12) months of the annual gross salary of that employee.

**9. Final provisions:** The nullity or invalidity of a provision will not engender the cancellation or invalidity of the whole agreement, nor of any other provision thereof. The contractual relation between the client and DDG is governed by Belgian law. Any dispute arising from the contractual relation between the Parties will be exclusively submitted to the jurisdiction of the Tribunals and Courts of Antwerp (Belgium).