

These terms and conditions shall apply to the provision by DOLLIFEYN,, representing Valueselling, of consultancy services as described in this Quotation, hereinafter called the Services.

## **1. DEFINITIONS**

- 1.1. "Charges" means the charges to be paid by Customer for the Services and which are specified in this Quotation.
- 1.2. "Customer" means the recipient of Services from DOLLIFEYN.
- 1.3. "Order" means an Order for Services placed by Customer subject to these terms and conditions for Services pursuant to this Quotation.
- 1.4. "Quotation" means this quotation for the Services submitted by DOLLIFEYN to Customer.
- 1.5. "Services" means the services to be provided by DOLLIFEYN as specified in this Quotation.
- 1.6. "Timetable" means the timetable within which DOLLIFEYN will perform the Services and which is specified in this Quotation.

## **2. APPLICATION**

- 2.1. These terms and conditions shall constitute the entire understanding between the parties relating to the Services to be provided hereunder, and shall supersede any previous communication, representation or agreements by either party whether oral or written relevant to the Services. Customer's additional or different terms and conditions shall not apply. No change to any of the terms and conditions herein shall be valid unless in writing and signed by an authorized representative of each party.

## **3. OBLIGATIONS OF DOLLIFEYN**

- 3.1. DOLLIFEYN shall use all reasonable efforts to provide the Services in accordance with the Timetable, but shall not be liable for any failure to meet the Timetable.
- 3.2. The Services shall be performed during normal working hours from Monday through Friday, excluding DOLLIFEYN holidays. A working day is, unless specified otherwise, composed of eight (8) hours, to be delivered between 07:30 and 18:30 in agreement between Customer and DOLLIFEYN. DOLLIFEYN may select any suitably qualified person(s) including subcontractors to perform the Services. DOLLIFEYN shall be responsible for the performance of any subcontractors which it appoints.

## **4. OBLIGATIONS OF CUSTOMER**

- 4.1. Customer acknowledges that DOLLIFEYN's ability to perform the Services is dependent upon Customer's full and timely co-operation with DOLLIFEYN as well as the accuracy and completeness of any information and data Customer provides to DOLLIFEYN. Therefore, Customer shall:
  - 4.1.1. provide DOLLIFEYN with access to, and use of, all information, data, documentation, computer time, facilities, working space and office services deemed reasonably necessary by DOLLIFEYN to provide the Services; and

4.1.2. appoint a representative who shall provide professional and prompt liaison with DOLLIFEYN, have the necessary expertise and authority to commit Customer, and be available at all times when the Services are being provided by DOLLIFEYN at Customer's premises.

4.2. Customer shall be responsible for maintaining an external procedure for the reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Customer, and for actually reconstructing any such materials.

## **5. FORCE MAJEURE**

5.1. DOLLIFEYN shall not be liable for delays or failure in performance due to unforeseen circumstances or causes beyond DOLLIFEYN's reasonable control, including but not limited to any industrial dispute. In the event of such non-performance continuing for more than three (3) months, either party may by giving written notice terminate the provision of further Services.

5.2. Should any delay be caused by the default, act or omission of Customer or Customer's servants, agents, employees or subcontractors, then DOLLIFEYN may recover any additional costs, charges or expenses incurred by DOLLIFEYN as a result of such delay.

## **6. CHARGES AND PAYMENT**

6.1. The Charges are as stated in this Quotation and are valid for thirty (30) days from the date of this Quotation. The Charges exclude Value Added Tax, which shall be added to each invoice at the rate applicable at the date of such invoice.

6.2. Customer shall pay all invoices within 30 (thirty) days from the date of invoice unless otherwise specified. Should any sum due to DOLLIFEYN remain unpaid after 10 (ten) days from the date of written notice to the Customer, DOLLIFEYN shall not be obliged to continue performance under this Quotation with Customer. DOLLIFEYN shall be entitled to interest on the amount due at the legal rate calculated from the date due plus to a lump sum indemnity of 10% of the invoice amount, and to recover its expenses including legal fees and costs of collection.

6.3. DOLLIFEYN shall have the right to change payment terms specified herein at any time, if Customer's financial condition or previous payment record so warrants.

## **7. CHANGES IN OBLIGATIONS**

7.1. Either party may request variations to any part of the Order and the obligations contained herein. All such requests must be made in writing.

7.2. DOLLIFEYN shall notify Customer in writing as soon as is reasonably possible following receipt of a written change request from Customer or the making of a written change recommendation from DOLLIFEYN, with an estimate of the costs involved and the time required to investigate the proposed change. If Customer instructs DOLLIFEYN to proceed with such investigation, DOLLIFEYN may charge the costs incurred in such investigation, whether or not such change is implemented.

- 7.3. DOLLIFEYN shall advise Customer in writing of the results of its investigation, giving the effects upon the Charges, the Timetable, the payment terms, and other contract matters, including any required change to the obligations of Customer, should the variation be implemented.
- 7.4. If Customer wishes to proceed with the variation, Customer shall instruct DOLLIFEYN in writing to that effect within 15 (fifteen) working days of receipt of such advice, and the Order shall then be deemed modified accordingly.
- 7.5. Until such time as any variation is formally agreed in writing and signed by an authorized representative of each party, DOLLIFEYN shall continue to perform and to be paid as if such variation had not been requested or recommended.
- 7.6. If DOLLIFEYN makes a recommendation, which Customer at its discretion does not wish to adopt, then Customer's refusal to implement the change shall not excuse DOLLIFEYN from performance of its obligations under these terms and conditions, except where to continue such performance would contravene any law(s) or regulation(s).

## **8. CONFIDENTIAL INFORMATION**

- 8.1. Each party shall protect against any unauthorised disclosure of the information of the other party which is clearly designated in writing as being confidential (hereinafter referred to as "Confidential Information") by using the same degree of care as it takes to preserve and protect its own confidential information of a similar nature, but in no event shall this be less than a reasonable degree of care. Such obligation shall continue for the duration of the Order and for two (2) years thereafter.
- 8.2. In the event of oral disclosure of Confidential Information, such information shall be treated in accordance with the provisions of this Clause from the time of disclosure, and the information disclosed shall be summarised in writing, marked as being Confidential Information and sent to the other party within ten (10) working days of the initial oral disclosure.
- 8.3. A receiving party shall not be required to treat as confidential any information which is already in its possession, or becomes publicly available, is independently developed by it, or is lawfully obtained from third parties without any restriction on disclosure.
- 8.4. DOLLIFEYN may pass Confidential Information to its subsidiaries in which event:
- 8.4.1. these companies may only use the Confidential Information for the purposes of this Clause; and
  2. DOLLIFEYN hereby warrants that these companies will abide by the terms of this Clause.
- 8.5 The disclosing party warrants that it has the right to disclose any Confidential Information provided to the other pursuant to the provision of the Services.
- 8.6 In the event of termination of any Order the receiving party shall destroy or return to the disclosing party all Confidential Information received pursuant to the provision of the Services together with all partial or complete copies thereof.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. All copyright and other intellectual property rights existing prior to the date of the Order shall vest in their originator absolutely.
- 9.2. Customer hereby grants DOLLIFEYN a non-exclusive, world-wide, royalty-free licence to Customer's pre-existing copyright and other intellectual property rights to the extent necessary for DOLLIFEYN to perform its obligations under the Order and will indemnify DOLLIFEYN fully against any breach of this Clause.
- 9.3. Customer warrants that it is able to grant DOLLIFEYN all necessary rights and licences in respect of any third party intellectual property rights licensed to Customer to the extent necessary for DOLLIFEYN to perform its obligations under the Order and will indemnify DOLLIFEYN fully against any breach of this Clause.
- 9.4. DOLLIFEYN shall own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques developed hereunder. DOLLIFEYN hereby undertakes to grant Customer upon request on such terms as may be agreed such licence(s) as are necessary to enable Customer to make use of the same solely for Customer's own internal purposes.
- 9.5. All documentation, educational material and all other written information in any form, including electronic, made available by DOLLIFEYN prior to or during the provision of the Services are protected by DOLLIFEYN copyright. All such materials are provided for the sole use of Customer and may not be copied or reproduced in any form without the prior written consent of DOLLIFEYN. All authorised copies shall carry DOLLIFEYN's approved copyright notice.

## **10. WARRANTIES**

- 10.1. DOLLIFEYN shall perform the Services in a professional manner in accordance with generally recognised commercial practices and standards.
2. Due to the consultative nature of the Services, DOLLIFEYN makes no warranties of any kind for the Services performed with the exception of that contained in Clause 10.1. DOLLIFEYN specifically disclaims all warranties implied by law concerning merchantability or fitness for purpose. DOLLIFEYN shall not be responsible for any business decisions made, or actions taken by Customer based on any part of the Services.

## **11. REMEDIES AND LIABILITIES**

- 11.1. The remedies in this Agreement are Customer's sole and exclusive remedies.
- 11.2. To the extent DOLLIFEYN is held legally liable to Customer, DOLLIFEYN's liability is limited to:
  - payments described in Section 13.2 below.
  - damages for bodily injury.
  - direct damages to tangible property up to a limit of €10.000,00.
- 11.3. Notwithstanding Section 11.2 above, in no event will DOLLIFEYN or its affiliates, subcontractors and suppliers be liable for any of the following:
  - damages for bodily injury.

actual loss or direct damage that is not listed in Section 11.2 above.

damages for loss of data, or Software restoration.

damages relating to Customer's procurement of substitute products or services (i.e., "cost of cover").

indirect or consequential damages, including downtime costs or lost profits but excluding damages for bodily injury and payments described in Section 11.2 above.

- 11.4. The Deliverables are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer shall be solely liable if any Deliverables purchased or licensed by Customer are used for these applications. Customer shall indemnify and hold DOLLIFEYN harmless from all loss, damage, expense or liability in connection with such use.

## **12. NON-SOLICITATION**

- 12.1. Neither party shall directly or indirectly solicit or offer employment to any of the other party's personnel associated with the Services performed hereunder while such Services are being performed and up to six (6) months after completion of the Services or termination of the Order whichever is later.

- 12.2. In the event of any breach of this Clause the party in breach shall pay compensation to the other party equivalent to six (6) months of the new employee's gross salary.

## **13. DURATION AND TERMINATION**

- 13.1. Either party may terminate the Order, by notice in writing, in the event of:

13.1.1. breach by the other of any material obligation hereunder and failure to remedy such breach within 30 (thirty) days of receipt of written notice to do so; or

13.1.2. any proceedings in bankruptcy, insolvency or winding up by or against the other party or the appointment of an assignee for the benefit of creditors or of a receiver or of any similar situation arising.

- 13.2. Should the customer decide to cancel the program as developed with the approval of the customer, cancellation fines will apply.

When the cancellation is communicated to Dollifeyn not earlier than 14 days before the delivery of the program, the full amount for the entire program as it was developed will be charged to the customer.. Pre-payments will not be reimbursed in case late cancellation. When the communication of cancellation is done one month prior to delivery, 50 % of the total fee for the entire program shall apply.

## **14. MISCELLANEOUS**

- 14.1. DOLLIFEYN may provide the same or similar services to other customers.

- 14.2. Neither party may assign any rights or obligations hereunder without the prior written consent of the other party. DOLLIFEYN may, however, assign

any rights and obligations hereunder to another DOLLIFEYN entity at any time subject to written notice.

- 14.3. Any required notices shall be given in writing at the registered address of each party or such other address as either party may substitute by written notice to the other.
- 14.4. DOLLIFEYN's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.
- 14.5. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision of these terms and conditions which shall continue in full force and effect except for any such invalid or unenforceable provision.
- 14.6. These terms and conditions and the Order shall in all respects be governed by and construed in accordance with the laws of Belgium. The courts of Brussels shall have exclusive jurisdiction in all matters pertaining to or arising there from.