

QBD Group General Terms and Conditions

Version June 2025

Article 1. Definitions

Within the framework of these General Terms and Conditions the words written with a capital letter have the following meaning:

Affiliate: any company which, directly or indirectly, controls or is controlled by or is under common control with a Party hereto by means of ownership of more than fifty (50) percent of the voting stock or similar interest in said company.

Agreement: the arrangements between QBD and Client, concerning the provision of certain Services, entered into by the authorised persons of QBD and the Client.

Client: QBD's contracting counterparty.

Confidential Information: means any non-public information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), including but not limited to any information which is either marked as confidential or is identified as such at the time of disclosure, any information which by its nature is clearly confidential (including but not limited to any trade secrets, business ideas, specific work processes, financial information, or customer list), and any information regarding the Services, acquired by one Party from the other Party, its clients or developed by QBD under this Agreement. Confidential Information shall not include information, which is or becomes publicly available, unless as a result of breach of this Agreement.

Parties: QBD and Client jointly.

QBD: the legal entity, as indicated in the quotation, that will provide the Services as described in the Quotation, for a fee, and according to the following terms and conditions at the request of the Client.

Quotation: QBD's written offer to provide Services at a specified price.

Services: the performance of work by QBD for Client.

Terms and Conditions: these "QBD General Terms and Conditions version June 2026" that form the entire Agreement between QBD and Client relating to the Services to be provided by QBD to Client.

Third Party: a third person or company not directly involved in this Agreement than the main Parties that are involved but is affected by the content of this Agreement.

Article 2. Scope

2.1. Upon signing the Quotation these Terms and Conditions will apply. The Parties agree on the Services, as described in the Quotation, to be performed by QBD and the associated fees and costs.

2.2. These Terms and Conditions shall not apply to any other Services, to be performed by QBD for the benefit of the Client, if a Master Services Agreement is already in force between the Parties for that purpose.

2.3. Any deviations from the Terms and Conditions must be agreed upon in writing between the Parties.

2.4. QBD reserves the right to unilaterally amend these Terms and Conditions. QBD will offer such amended Terms and Conditions to Client for acceptance. Client will be deemed to have accepted the amended Terms and Conditions unless it raises an objection in writing within 30 days of notification. In case of objection, the client shall have the right to terminate the contract with immediate effect, without incurring any additional costs.

Article 3. Rights and obligations

3.1. QBD will have no obligation to perform Services that are not expressly identified in the Quotation.

3.2. Unless otherwise specified in the Quotation, the Parties expressly agree that the Services performed by QBD are an obligation of means and not an obligation of result. The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client.

3.3. QBD will perform the Services with all possible independence and autonomy and it will perform its professional activities the way it considers appropriate.

3.4. QBD shall provide its Services on a time and expense basis, unless otherwise defined in the Quotation, to the best of its ability and shall take account of the instructions and guidelines it receives from the Client provided these relate to this Quotation. Because QBD is only providing supporting services under this Agreement, final responsibility for the project or study lies entirely with the Client.

Article 4. Duration and termination

4.1. These Terms and Conditions shall enter into force upon the date of the last signature of Client on the Quotation and shall remain in force until the relevant Services have been performed.

4.2. Either Party can terminate this Agreement upon either Party's failure to cure any breach of any material provision of this Agreement within thirty (30) calendar days after the breaching Party receives notice of such breach, if such breach is capable of remedy.

Article 5. Invoicing and payment

5.1. Unless otherwise specified in the Quotation, actual hours spent to provide the Services will be monthly invoiced at the applicable hourly rate by QBD to the Client.

5.2. All payments due to QBD under this Agreement shall be made in full, without any set-off, counterclaim, deduction, or withholding, except as required by applicable law. If any deduction or withholding is required by law, the amount payable to QBD shall be grossed up to cover such withholding tax and Client shall pay the amounts due to QBD net of such withholding taxes. Each Party shall be responsible for its own tax obligations under applicable laws, including but not limited to VAT registration, payment of VAT, corporate taxes,

and social security contributions arising from or related to this Agreement.

5.3. Unless otherwise specified in the Quotation, Invoices must be paid within 30 days of the invoice date.

5.4. Operational fees are exclusive of pass-through costs such as travel, mileage, hotel accommodation, business meals, courier and photocopies or any costs reasonable incurred by QBD to provide the Services. All pass-through costs will be itemized on the invoice(s).

5.5. All agreed fees in the Quotation are subject to an annual price revision, in January of each calendar year, and will be communicated to the Client by QBD. These fees are multifactorial determined, e.g. by the seniority and the salary of the QBD's employee and can therefore increase proportionally.

5.6. If payment is not made on the last day of the payment period, then on the following day, QBD will have the right by law and without notice to charge interest, a liquidated damages of 40 euros, as well as an indemnification from the Client for all costs that arise from the delay of payment, including but not limited to collection costs and reasonable attorney fees. The interest rate shall correspond to the interest rate under directive 2011/7/EU of the European parliament and of the council of 16 February 2011 on combating late payment in commercial transactions.

5.7. To be valid, objections to an invoice should be made by e-mail to the accountancy e-mail address as mentioned on the invoice, or by registered letter, within 14 days of the invoice date. Absence of objections within this period is considered unreserved acceptance of the conformity of the Services and thus rendering them payable by the Client. Objections received after this period of 14 days will not be accepted.

5.8. If any portion of an invoice is disputed, then the client shall pay the undisputed amounts as set forth above and the parties shall exert good faith efforts to mutually agree on the disputed amount as soon as possible.

5.9. In case outstanding invoices are not paid, QBD will have the right, without limiting its rights or redress, to suspend the Services until all invoices are paid in full.

5.10. The Client shall bear all transfer bank fees incurred when paying QBD's invoices from a country outside QBD's country of residence.

Article 6. Force Majeure

Neither Party shall be held liable or responsible to the other Party nor be deemed to be in breach of this Agreement for delay or omission in the performance of any obligation hereunder to the extent, and for so long as, such omission or delay is caused by or results from an extraordinary circumstance beyond the control of the affected Party including but not limited to strike, war, lock-out, insurrection, pandemic, epidemic, sickness, quarantine measures, fire, import and export bans, national or international transport bans, government measures, storms, explosions, natural disasters, earthquakes and lack of materials.

Article 7. Warranties

7.1. The Client warrants that the Services delivered by QBD shall only be used for lawful purposes and practices and indemnifies QBD for all consequences resulting from an action or claim directed by any Third Party against QBD in the event of a shortcoming in this regard on the part of the Client.

7.2. QBD represents and warrants that the Services will be performed in accordance with and conform to these Terms and Conditions, the Quotation and any applicable industry standards and practices, laws, statutes, ordinances and regulations, including anti-bribery and anti-corruption laws or regulations; provided by qualified personnel, suitably skilled and trained in the performance of the Services and performed in a diligent and professional manner.

Article 8. Indemnification

8.1. The Client shall indemnify, defend, and hold harmless QBD and its affiliates, directors, officers, employees, and agents (including successors and assigns) from and against any and all claims, suits, proceedings, investigations, damages, liabilities, costs, fees, charges, fines, penalties, and any other expenses whatsoever (including but not limited to reasonable attorney's fees and costs), arising out of or relating to (i) any Third Party claim in connection with this Agreement, (ii) Client's breach of any representation, warranty, or obligation under this Agreement, (iii) Client's violation of any applicable law or regulation, or (iv) any negligence, fraud, willful misconduct, or misrepresentation by Client or its employees, agents, or subcontractors.

8.2. QBD shall promptly notify the Client of such Third Party claim. The Client shall have the right to defend against, settle or compromise such Claim, and QBD shall, at the Client's costs and expenses, cooperate fully with the Client in any such defense, settlement or compromise. QBD shall not enter into any settlement agreement or other voluntary resolution of any such claim without first obtaining the written consent of the Client. The Client shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of QBD, without the prior express written consent of QBD.

8.3. If within ninety (90) days after the Client's receipt of notice of any such claim, the Client fails to take action to defend or settle such claim, QBD may at the Client's expense undertake the defence, compromise or settlement of the claim as it sees fit.

Article 9. Liability

9.1. In no event will QBD, nor its Subcontractors, or any of their Staff members or representatives, be liable to the Client, except in case of any malicious intent, intentional misconduct, gross negligence, or in case of a material breach of the obligations under this Agreement.

9.2. The total aggregate liability of QBD, including that of its affiliates, agents and subcontractors, whether in contract, tort (including gross negligence or breach of statutory duty), or otherwise under or in connection with this Agreement shall not exceed the sum of the total invoiced amount of the related Quotation. Such liability shall not include any

incidental, consequential, special, exemplary, or punitive damages or lost profits.

9.3. Nothing in these Terms and Conditions shall exclude or limit any liability that cannot be limited or excluded by law.

Article 10. Confidentiality

10.1. The Receiving Party shall:

- a) keep Confidential Information strictly confidential for period of three (3) years;
- b) use it solely for the purpose of this Agreement;
- c) disclose it only to employees, Affiliates or representatives on a need-to-know basis under similar confidentiality obligations.

10.2. Confidentiality does not apply to information that:

- a) was publicly available at disclosure;
- b) was lawfully obtained from a Third Party;
- c) was independently developed without reference to the disclosed information;
- d) is required to be disclosed by law.

10.2. Parties shall ensure that all of their employees and Affiliates (if any) are bound by the same obligations as are incumbent on them under this Agreement.

Article 11. Ownership

11.1. Upon full payment of the applicable fees by the Client, all results, materials, works, analyses, reports, inventions, improvements, data, and other outputs (collectively, the "Deliverables") developed, created, or delivered by QBD in connection with the performance of this Agreement shall become the exclusive property of the Client. This includes all proprietary rights, such as copyrights, economic rights, and rights to authorize derivative works, in all fields of exploitation known at the time of delivery, without territorial or time limitations.

11.2. QBD hereby assigns and transfers to the Client all rights, title, and interest in and to any intellectual property rights in the Deliverables, including without limitation the right to use, reproduce, record, modify, translate, adapt, distribute, publish, publicly perform, display, broadcast, make available online, sublicense, and otherwise exploit the Deliverables in all fields of use known at the time of transfer, by any means or technology, whether existing or future.

11.3. The agreed remuneration includes full compensation for the assignment of all such intellectual property rights. No further compensation shall be due for the use or exploitation of the Deliverables by the Client.

11.4. The Client may, at its discretion, indicate or omit the name of the author in connection with the Deliverables. QBD waives any right to object to modifications of the Deliverables

or their manner of use by the Client, to the extent permitted by applicable law.

11.5. QBD shall not assert or register any intellectual property rights over the Deliverables. Upon the Client's request and at its expense, QBD shall sign any documents reasonably required to confirm or perfect the assignment of rights.

11.6 Notwithstanding the foregoing, QBD and its affiliates own all right, title, and interest in and to the data, data models, databases, inventions, processes, know-how, copyrights, trade secrets, analytical methods, procedures and techniques, manuals, personnel data, pricing, financial information, technical expertise, software, and other intellectual property rights that (a) exist and are owned by QBD, and/or its affiliates prior to the Effective Date or (b) are independently developed by or for QBD and its affiliates and any improvements, modifications and enhancements made to the foregoing during the term of this Agreement, without using confidential and/or proprietary information from the Client.

Article 12. Non-solicitation

Client shall not, as from its signature of these Terms and Conditions and until 12 months after the relevant Services have been performed, approach staff members or independent contractors of QBD or Affiliates in order to (offer to) employ them, contract with them or to have them employed or contracted by Third Parties through its mediation. In case of any breach thereof, the Client shall, on demand, pay to QBD a sum equal to one (1) year basic salary that was payable by QBD to that employee or a sum equal to one (1) year remuneration, in relation to the Services, payable by QBD to that independent contractor.

Article 13. Subcontracting

QBD may subcontract any Services under the Agreement to any other party working with QBD (collectively "Subcontractors"). Client's relationship is solely with QBD as the entity to provide the Services.

Article 14. Data Protection

14.1. In the event, Personal Data would be Processed in the context of the performance of this Agreement, the Parties understand and agree that the Processing will be done in accordance with applicable laws and regulations (including the GDPR). In particular, if one Party transfers Personal Data to another Party, it represents and warrants that 1) it has a lawful basis to do so, 2) it has adequately informed the respective data subjects of such transfer, 3) the transfer of such Personal Data does not constitute a breach of applicable data protection laws or regulations. All personal data handled as a part of the Service to the Client is subject to our Privacy Policy, which can be consulted via the link: <https://qbdgroup.com/en/privacy-policy/>

14.2. Each Party understands and agrees to be responsible for their own Processing of Personal Data as a Controller in the sense of the GDPR. The transferring Party is and remains liable for the Processing of the Personal Data in compliance with GDPR and any other legislation, until the moment of and

including the transfer of the data, notwithstanding any other further Processing that transferring Party would perform under its responsibility. The receiving Party will become liable for the (further) Processing of the transferred Personal Data in compliance with GDPR and any other legislation, as from the moment it receives the data following the transfer (for example when the data enters into its IT systems).

Article 15. Severance

In the event that any provision or part of any provision of these Terms and Conditions would be found invalid, illegal or unenforceable, in whole or in part, this shall not affect the remaining parts of provisions of these Terms and Conditions which shall continue in full force and effect, as if the invalid, illegal or unenforceable provision had never been contained herein. In such event, Parties will undertake to agree a new or amended provision that embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

Article 16. Use of name and logo

16.1. The Client hereby grants QBD the non-exclusive, worldwide, royalty-free right and license to use the Client's name and logo (collectively referred to as "Company Details") solely for the purpose of creating and using promotional sales presentations for potential clients and related to the products or services provided by QBD to the Client.

16.2. QBD acknowledges the ownership of the Company Details by Client and agrees that it will do nothing inconsistent with such ownership. It is agreed that Client retains all intellectual property rights in the Company Details.

16.3. This right and license shall remain in effect for the duration of the Agreement between the Parties, unless terminated earlier by either Party in writing. Upon termination, QBD shall cease all use of the Company Details in promotional sales presentations within a reasonable period as specified by the Client.

Article 17. Non-exclusive

The Agreement shall not preclude or limit in any way: (i) the right of QBD and its personnel, representatives and subcontractors, to provide consulting or other services of any kind or nature whatsoever to any individual or entity as QBD in its sole discretion deems appropriate, or; (ii) to develop for itself or for others, materials that are similar to those produced as a result of the Services provided hereunder.

Article 18. Dispute Resolution

The Parties shall use their best efforts to resolve amicably, within thirty (30) calendar days from the date of formal notification, any controversy, claim, or dispute arising out of or in connection with these Terms and Conditions.

If no amicable resolution is reached within this period, the dispute shall be subject to the exclusive jurisdiction of the competent courts of Antwerp, Belgium. These Terms and Conditions shall be governed by and construed in accordance with the substantive laws of Belgium, excluding its conflict of law rules.

However, if the QBD entity that is party to this Agreement is incorporated in a jurisdiction other than Belgium, this Agreement shall instead be governed by the laws of the country in which that QBD entity is incorporated. In such case, any dispute shall fall under the exclusive jurisdiction of the competent courts of that country.

Any deviation from the foregoing shall only be valid if expressly agreed upon in writing by both Parties.