

Sales Terms & Conditions

AGREEMENT TO CONDITIONS

These Sales Terms and Conditions constitute a legally binding agreement made between the Client and MTi².

The Client agrees that by signing the Service Agreement, the Client has read, understood, and agrees to be bound by all of these sales conditions.

The general terms and conditions of the Client are not applicable and are therefore expressly excluded, even if such general terms and conditions would contain a similar clause.

DEFINITIONS

In these Sales Terms and Conditions, the following definitions are applicable:

"Service Agreement" – The Service Agreement including each Statement of Work;

"Intellectual Property Rights" - All patents, rights to inventions, utility models, copyright and related rights, trademarks, trade, business and domain names, rights in goodwill and to sue for passing off, rights in design, rights in computer software, database right, moral rights and other intellectual property rights, in each case whether registered or unregistered and including all applications for and all renewals or extensions of such rights and all similar equivalent rights or forms of protection in any part of the world;

"Services" – The services MTi² will provide as specified in the Service Agreement and the Statement of Work;

"Statement of Work" – The Statement that captures and defines work to be carried out and deliverables to be provided by MTi².

1. PERFORMANCE OF THE SERVICES

- 1.1. MTi² shall carry out the Services at all times:
 - 1.1.1. with reasonable care, skill and diligence;
 - 1.1.2. in accordance with this Agreement;
 - 1.1.3. in accordance with good professional practice applicable in the industry;
 - 1.1.4. in accordance with all applicable laws, licenses and by-laws;

It is expressly agreed that all obligations with regard to the provision of the Services are considered to be best efforts obligations ("*middelenverbintenis*" / "*obligations de moyen*").
- 1.2. MTi² shall be excused for failure to carry out the Services to the extent that such failure is directly or indirectly caused by an occurrence constituting *force majeure*.

Force Majeure means without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; riots; power failures; computer failure, any event or circumstance related to the COVID-19 (Coronavirus Disease 2019) outbreak, anywhere in the world, beyond the reasonable control of the Party affected that prevents or delays the performance by that Party of any of the obligations under this contract.

Performance by MTi² hereunder shall be excused if and for so long as breach of such performance is or shall be caused by Force Majeure and following prompt notice thereof to the other Party.

2. PERSONNEL

- 2.1 MTi² has the right to reasonably reassign evenly qualified personnel without restrictions.

3. CLIENT'S OBLIGATION

- 3.1 The Client shall duly make available all information MTi² or the Client itself reasonably deems necessary in order to provide the Services.
- 3.2 The Client shall inform MTi² of any facts, circumstances or situations that may be relevant with regards to the execution of the Service Agreement.
- 3.3 This information shall be correct, complete and reliable at all times.
- 3.4 The Client acknowledges that the performance of the Services by MTi² and meeting agreed deadlines depends on the Client giving access to the information required by MTi².

4. INTELLECTUAL PROPERTY

- 4.1. MTI² retains all rights and interests in any intellectual property which it held prior to the commencement of the Service Agreement, including the teaching materials and process used in the course of the performance of the Services.

5. CONFIDENTIALITY

- 5.1. The parties may, during the Service Agreement and in connection with the Services, obtain information relating to the other party which is not made available generally by that other party. The receiving party shall
- 5.1.1. not disclose any confidential information to any person, except as permitted by clause 5.2.;
 - 5.1.2. use the confidential information only for the purpose for which it was provided and for no other purpose.
- 5.2. The provisions of clause 5.1 shall not prohibit disclosure or use of information received or obtained in connection with the Service Agreement if and to the extent:
- 5.2.1. such disclosure or use is required by law;
 - 5.2.2. the information becomes publicly available other than as a result of a breach of an obligation of confidentiality; or
 - 5.2.3. the other party has given express prior written approval to the disclosure.

6. DATA PROTECTION

- 6.1. To the extent that a party shares any personal data with the other party under or in connection with the Service Agreement, each of the parties shall act as data controller in relation to the processing of such shared personal data, and each party agrees to comply with all applicable data protection laws in respect thereof.

7. FEES

- 7.1. The Client shall pay MTI² the amount set out in the Statement of Work (the "Fees").
- 7.2. The Fees shall be exclusive of VAT.
- 7.3. MTI² is entitled to periodic adjustments to rates, in response to, for example, but not limited to, inflation, increased costs or the career progress of employees.
- 7.4. MTI² shall invoice the Client in respect of the Services in accordance with the provisions in Statement of Work.
- 7.5. The Client shall pay all valid and properly submitted invoices within 30 days after date of receipt.
- 7.6. In the event any sums due remain unpaid on the due date, the following shall apply automatically and without any formal notice being required:
- 7.6.1. all amounts not paid when due shall bear a late payment interest (at the legal rate applicable for late payment in commercial transactions), increased with a fixed compensation of 10% of the outstanding amounts;
 - 7.6.2. MTI² is entitled to suspend the performance of the Services until payment including any interest is received.

8. CANCELLATION

- 8.1. If the Client cancels scheduled services later than or equal to 30 days prior to the scheduled service delivery day, the Client is held to a termination fee, equal to 100% of the fees for all services that were scheduled between the day on which the client canceled the said services and the scheduled delivery date, with an absolute maximum of 30 days. If the Client cancels scheduled services earlier than 30 days prior to the scheduled service delivery date, the Client is held to a termination fee, equal to 50% of the fees for all services that were scheduled between the day on which the client canceled the said services and the scheduled delivery date, with an absolute maximum of 90 days. In case of cancellation of scheduled services, all work that has already been performed by MTI² to deliver the scheduled services until the moment the cancellation is received by MTI² will be billed at 100% of the respective fees involved.
- 8.2. Either party may terminate the Service Agreement with immediate effect if the other party is in material breach of any of the terms of the Service Agreement and, where the breach is capable of being remedied, fails to remedy the breach within 20 Business Days of service of notice specifying the breach and requiring it to be remedied.

9. CHANGES

- 9.1. The Client may request changes to the timeschedule on which scheduled services were agreed to take place, MTi² will accommodate these requested changes under the following conditions:
 - 9.1.1. The new dates do not conflict with scheduled services to other clients
 - 9.1.2. MTi² will charge a 10% surplus on the foreseen fees for the services that are rescheduled, to compensate MTi² for the costs it incurs to re-organize itself in terms of capacity planning. MTi² may waive this right if the impact of the rescheduling on its business operations is minimal.

10. LIABILITY AND REMEDIES

- 10.1. If a party does not comply with one or more obligations in the Service Agreement, the other party can (without prejudice to any other right or remedy) exercise any one or more of the following rights or remedies:
 - 10.1.1. Require the party to comply with the Service Agreement; and
 - 10.1.2. Claim compensation for such damages as have been sustained in connection with the breach (or breaches) of the Service Agreement.
- 10.2. MTi² shall not be liable for any act or omission in the course of, or connected to, providing the Services, except to the extent that such liability directly arises out of negligence or willful misconduct of MTi² or failure to comply with its standard of care herein. MTi² will not be responsible for any damage the Client may incur in following or declining to follow any advice or recommendation of MTi². The parties recognize and agree that the effectiveness of the Services and the success of any action undertaken by the Client in response thereto are not guaranteed or warranted by MTi² in any respect.
- 10.3. The maximum aggregate liability of MTi² to the client under or in connection with the Service Agreement shall not exceed 50% of the total contracted sum per year of the engagement.

11. LAW AND JURISDICTION

- 11.1. The Service Agreement will be governed by and construed in accordance with Belgian law and is subject to the exclusive jurisdiction of the Courts of the registered seat of MTi².

12. GENERAL

- 12.1. The Client acknowledges to have received MTi²'s Code of Conduct for Business Partners.
- 12.2. The parties acknowledge that they are independent contractors. Nothing in the Service Agreement is intended to, or will operate to create a partnership between the parties or to authorize either party to act as agent for the other and neither party will have authority to act in the name of or on behalf of or otherwise to bind the other party in any way.
- 12.3. Notices relating to the Service Agreement must be in writing and delivered by hand or sent by pre- paid first class post to the address of the recipient as set out in the Service Agreement. Notices will be deemed to have been received if delivered by hand, on the day of delivery and, if sent by post, on the third usual working day after posting.
- 12.4. A failure or delay in enforcing or partially enforcing any provision of the Service Agreement will not be construed as a waiver of any right under the Service Agreement. Any waiver by either party of any breach of, or any default under, any provision of the Service Agreement by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Service Agreement.
- 12.5. If any provision of the Service Agreement is determined by a court or competent authority to be illegal, invalid or unenforceable, it will be deleted, and the remainder of the Service Agreement will remain in full force and effect.