

General Terms & Conditions

(v4_April_2023)

1. Definitions :

- 1.1. **"Chift" or "We":** SRL Chift, whose registered office is located at Rue Beekman 40, 1180 Uccle and registered with the Crossroads Bank for Enterprises under number 0784.930.037.
 - 1.2. **"You" or "the Customer"** means the natural or legal person using the services of Chift.
 - 1.3. We and You are hereinafter referred to individually as a **"Party"** and collectively as the **"Parties"**.
 - 1.4. **"Contract"** means the specific agreement between the Parties, such as an agreement, offer, quotation or purchase order accepted by the Parties.
 - 1.5. **"Integration Platform"** means a unique software integration tool developed by Chift and made available to the Customer on the specific terms and conditions described in the Contract, if any.
2. **Scope:** These terms and conditions define the obligations of each of the Parties and apply to all our contractual relationships, including the use of the Chift Integration Platform. As a Customer, you acknowledge that you have read and accepted these terms and conditions, which shall automatically apply to any offer, quotation, order placed with us, any of our Contracts, whether written or oral, whether principal or accessory, whether for consideration or free of charge, or any subsequent request for service. Any deviation from these terms and conditions requires our written confirmation. These general terms and conditions alone shall apply and shall prevail over any other general and/or special terms and/or conditions of sale or purchase of the Customer, even if they specify otherwise. However, the Terms and Conditions of the Contract shall prevail over these general conditions.
3. **Who are we?** Chift is a software integration company and has designed its own integration platform that brings together software from the same family behind a unified API, following its data model (the "Integration Platform").
4. **Offer - Order:** An order is understood to be any order for Chift's services that appears on Chift's media (order form, offers, quotations, etc.) and is accepted by Chift. As soon as the Client and Chift have agreed on the offer, it is irrevocable. No total or partial cancellation or quantitative or qualitative modification of the order confirmation can be accepted without the express prior agreement of Chift. In the event of acceptance by Chift, they may give rise to new deadlines for execution and/or a change in price. Any offer of service or sale made by us is valid for 1 month from the date of issue. However, we may modify our offer - during its period of validity - as long as it has not been accepted by the Client. All offers strictly include the services mentioned therein. Furthermore, offers are for the performance of the work described therein under normal conditions, excluding services imposed by unforeseen conditions, and according to the information provided by the Client. Any Contract, accepted by both parties, shall be binding on both parties under the conditions described below.
5. **Provision of the Integration Platform:** The right to access and use the Integration Platform is granted for internal (business) use of the Services only. This explicitly excludes the right of the Customer to make the Services available, including by means of further distribution, in any form whatsoever, to any third party. Furthermore, the right to access and use the Integration Platform is strictly limited to the terms and conditions set out in the Agreement (number of active connections, connectors, etc.). The scope of services made available on the Integration Platform may be reviewed at any time by mutual agreement. Chift also provides the Customer with a technical support service for the Integration Platform, as further set out in clause 20 of these terms and conditions, on a subscription or non-fixed fee basis, at the Customer's option and in accordance with the Contract. Chift reserves the right to modify all or part of the Integration Platform, including its hosting, at any time, without compensation and without notice, in order to improve the quality of the services. We may adapt and add to the functionality of the Integration Platform or remove any functionality without any obligation to give prior notice or compensation to the Customer. In this regard, Chift assumes no liability for the unavailability of the Integration Platform as a result of any maintenance, enhancements and fixes to the Integration Platform. Access to the Customer's account is valid until the end of the Contract

for the provision of the Integration Platform. If the contract is not continued, Chift will immediately and permanently delete the Customer's account. The Customer hereby expressly acknowledges that all data edited and integrations set up on the Integration Platform with the Customer's previous account will not be retrievable and must be carried out again in the event of a subsequent commitment to make the Integration Platform available.

6. **Consultancy and integration projects:** In addition to offering a unique integration platform, Chift also offers consultancy services in its areas of expertise and carries out integration projects according to the needs and expectations of the Customer. These services are normally the subject of a separate Contract governed by these terms and conditions. During the execution of the Chift assignment, the Client is requested to monitor the progress of the services and to report any defects and deviations from the contractual specifications to us. At the end of the assignment, an acknowledgement of receipt of the services may be drawn up. The acknowledgement, which may be digitally signed by the Client, shall be sent to him by e-mail and shall constitute recognition of the conformity of the services rendered. No dispute will be accepted if no reservation is mentioned on it. Consequently, any subsequent intervention by Chift will be chargeable to the Client. In the absence of an acknowledgement of receipt or signature by the Client, the services are presumed to be in conformity unless a reservation is formulated by registered letter within 10 days of the end of the services provided by Chift. In any event, the use of the service and/or the payment of any invoice/notice of due date/invitation to pay shall automatically entail acceptance of the terms and conditions of the Contract. Unless expressly stated in the minutes, the person who signed them shall be irrevocably presumed to have committed the Client's consent. Unless otherwise stipulated in the Contract, consultancy and integration services shall be invoiced at the hourly rate referred to in Article 10, below.
7. **Duration of services:** The duration of the services offered by Chift is set out in the Contract. Unless otherwise provided in the Contract, any fixed term Contract is automatically renewed for the same period if, at the latest 3 months before its expiry, one of the Parties has not sent a registered letter notifying its intention not to renew the Contract. In the absence of a fixed term in the Contract, the Contracts for the provision of the Integration Platform and the subscription, such as the technical support subscription, are concluded for an indefinite period with the possibility of terminating them by giving three months' notice starting on the first day of the month following notification. If the Contract for the provision of the Integration Platform is terminated, the related Subscription Contracts are terminated automatically on the same date, without prejudice to Chift's right to claim compensation for early termination of the Subscription Contracts.
8. **Deadlines and schedules:** The deadlines and schedules that may be mentioned in the Contract are not binding, but are provided for information purposes only. We will do everything possible to respect these deadlines and schedules and Chift undertakes to make its best efforts to inform the Client as soon as possible of any difficulty concerning the execution of a service. In this respect, in the event of the temporary or permanent unavailability of the products ordered or the impossibility of carrying out the services, in particular due to a situation of force majeure, blockage of the means of transport, the failure of a supplier, a subcontractor or any other party, Chift will inform the Customer and will specify the date on which the order will be likely to be honoured, and may also offer the Customer a product of comparable quality, if necessary. The Customer acknowledges that any lead times represent an obligation of means on the part of Chift and not of result. These deadlines only start to run from the day on which the Customer has fulfilled all its contractual obligations, including the payment of the sums due under the Contract and any advance payments, and after Chift has obtained all necessary information from the Customer. The Customer shall not rely on the indicative timescales for performance as a basis for termination of the Contract and Chift shall not incur any liability for failure to meet the timescales or schedules unless gross negligence is shown by the Customer. In the event that the services need to be modified during the course of the performance of the services, the services and deadlines may be suspended during the period of preparation of the new offer, if applicable.
9. **Obligations and responsibilities of the Client:** The Client undertakes to provide all documents required for the performance of the services requested. The Customer shall inform Chift of any technical constraints of which it is aware and which could have an influence on the services ordered. In the event that Chift is unable to obtain in good time - including for reasons of force majeure - the information and interventions required from the Client for the execution of its mission, it will inform the Client in writing. If the situation is not remedied, Chift's obligations will be suspended until a solution is found or the requested information is provided. The same applies if the Customer fails to provide access to software, tools and/or equipment after request by Chift. Chift may also revise its offer, even if it is a fixed price, if the Customer has failed to share certain

technical information that could not be taken into account by Chift when submitting the quotation. Any services that are not carried out due to the Customer's lack of co-operation or any fault on the part of the Customer, including failure to adhere to any agreed schedules, may be invoiced to the Customer in accordance with the contractual hourly rate and on a *pro-rata basis* for the time spent by Chift with the Customer. The Customer remains solely responsible for the proper functioning of its internet services and bandwidth. The Customer hereby acknowledges that fluctuations in bandwidth and the vagaries of the access provider may result in discontinuity in the services offered by Chift and in particular the Integration Platform. In such cases, the Customer expressly acknowledges that the Integration Platform may be disrupted and interrupted and shall not hold Chift liable in any way. The Customer shall appoint a manager, project manager, or contact person to respond to Chift's queries and to facilitate Chift's understanding of the Customer's structure and the various persons and functions. This manager or project leader is expressly authorised by the Client to make decisions on its behalf. Any changes or new decisions made in contradiction to his instructions will be considered as additional services and will be charged in accordance with the Contract and these general conditions. The project manager or project leader is responsible for the internal approval of Chift's services as well as for the follow-up within the client's bodies. The customer is responsible for the data and information he provides to us for the licensing of the Integration Platform and the services ordered, guarantees its accuracy and undertakes to inform us of any changes. We shall not be liable for any defects, faults or errors, whether intentional or unintentional, in the information provided by the Customer on the Integration Platform. The Customer is fully and exclusively responsible, without any recourse against Us, for the use of the Integration Platform by him or by third parties to whom he has voluntarily or involuntarily given access to his data, as well as for the consequences thereof. In particular, the Customer is solely responsible for the confidentiality of any codes and passwords enabling the use of the Integration Platform and access to its data, as well as for such use and access by one or more third parties, whether or not authorised by the Customer. The Customer also undertakes not to make the Integration Platform available to third parties through unauthorised distribution channels. The customer retains the copyright to all information and content (photos, texts, etc.) that it publishes on the Integration Platform. The Customer shall be solely responsible for the information and content that it publishes on the Integration Platform, which We do not control. In this respect, the Customer undertakes not to use the Integration Platform to share obscene content, or to incite sectarianism or religious, racial or ethical hatred. The Customer further agrees not to violate the law in any way, including by storing, publishing, or sharing content that is fraudulent, defamatory, misleading, or infringes the privacy or rights of others. The Customer shall indemnify us against all costs, compensation, damages, actions, expenses and proceedings arising from actions brought by third parties in respect of the Customer's acts, faults or negligence. The Customer is solely responsible for any direct or indirect, material or immaterial damage caused to Chift or third parties by the Customer or any third party using the services subscribed to by the Customer, including the Integration Platform. The Customer agrees to indemnify Chift for any loss resulting in particular from any action, claim or award of damages against Chift arising from the conduct of the Customer or any third party using the Integration Platform subscribed to by the Customer or from any infringement of the intellectual property rights of third parties by the Customer or any third party using the services subscribed to by the Customer.

10. **Prices - Invoicing - Surcharges:** The price of the services is as stated in the contract. As a rule, lump-sum services are invoiced in full in advance and services provided on a Time & material basis are invoiced monthly. We reserve the right to invoice the services as they are performed or delivered, even if they are partial. The prices stated in the Contracts and General Terms and Conditions are always stated in EUR and all taxes, duties and fees, including VAT, are to be paid by the Customer. Any increase in VAT or any new tax imposed between the time of the order and the time of delivery will be charged to the Customer. Our prices are only for the services and equipment described in the order form accepted by the Customer and do not include any other services and goods. Chift reserves the right to charge for any travel required for additional services. In general, in the absence of a new offer agreed between the Parties, any additional services requested by the Customer not referred to in the order form will be invoiced at the hourly rate of €106.25 excluding VAT per man, per quarter of an hour started, in addition to the cost of deliverables, if applicable. The Client expressly acknowledges that it has carefully read the scope and coverage of the Contract, and of the elements included or not included in the provision of the Integration Platform (number of connectors in particular), and agrees that any service not included therein, but performed by us, shall be considered as an additional service, billable at the above-mentioned rate. The Customer may at any time request Chift to add services, subject to the express agreement of Chift.
11. **Terms of payment:** The price is payable in cash or in accordance with the specific terms set out in the Contract, without prejudice to Chift's right to request advance payments. The monthly instalments relating to subscriptions become due on the date agreed in the Contract, or failing that from the day after the

Contract is signed. In the event of non-payment of an invoice 15 days after its due date, the Customer shall owe Us, by operation of law and without prior notice, a penalty clause equal to 10 % of the amount outstanding (with a minimum of €125.00 exclusive of VAT per invoice) and conventional interest on arrears of 12% per annum until full payment. The Client shall send his complaints about our services or about an invoice by registered mail or by e-mail with acknowledgement of receipt, specifying the reason for the problem in detail, within 15 calendar days of its occurrence, under penalty of foreclosure. After this period, the invoice will be presumed to have been accepted in all its parts by the Client. The same shall apply once the invoice has been paid, even before the aforementioned deadline. The possible granting of payment facilities does not imply a waiver of the payment of interest on arrears and of the penalty clause. Chift expressly reserves the right to set off the Customer's payments against any debt the Customer may have towards Chift. Failure to pay a single invoice when due, or failure to comply with any obligation under the Contract and these terms and conditions, shall automatically, by operation of law and without prior notice, entitle Chift to suspend the performance of its services, including limiting access to the Integration Platform in whole or in part, without being liable to pay any compensation and without prejudice to the right to proceed to enforcement of sums due and agreed penalties. In the event of suspension of Chift's services, Chift will inform the Client who will be able to use the services again after full payment of the sums due and/or full compliance with its obligations. Suspension of Chift's services in accordance with does not relieve the Client of the obligation to pay the monthly instalments for the months during which the services, including the Integration Platform, were suspended.

12. **Price revision:** Chift reserves the right to revise the offer/subscription price at the time of each invoice. If, after Chift's offer or after the Contract has been entered into, the cost to Chift of providing the Services, including honouring subscriptions, increases as a result of increases in wages, social security charges, labour costs, raw material prices, transport costs, telecoms services prices of suppliers (beyond Our control) or changes in legislation (including taxes), Chift has the right to increase the agreed price in proportion to the increase in the cost price in order to maintain its profit margin, provided that the Customer is notified in advance, and that the increase is reflected in the next invoice or due date.
13. **Chift's liability:** All our obligations are obligations of means. We shall therefore not be liable if, despite our efforts, the result expected by the Customer is not achieved. We shall only be liable in the event of fraud or gross negligence on our part or in the event of violation of a mandatory law. In the latter case, our liability shall be limited to the compensation of foreseeable, direct, personal and certain damages suffered by the Customer, to the exclusion of compensation for any indirect or immaterial damages, such as additional expenses, loss of profit, loss of earnings, loss of opportunity, loss of customers and/or orders, loss or deterioration of data, loss of contracts and damages caused to third parties, reduction of business prospects, increase in expenses or insufficient reduction in projected savings. In any event, our liability shall be limited to the amount of the sums paid by the Client to Chift during the last 12 months of the contractual relationship between the parties. We cannot be held responsible for the total or partial non-performance of our obligations if this non-performance is due to an act of God, to the occurrence of an element constituting force majeure or to any other event attributable to the Client or to a third party. Subject to any guarantee of availability agreed in the Contract, We do not give any guarantee in respect of the Integration Platform or our integration and consultancy services. We do not guarantee that the Integration Platform will be free of programming or other errors, that it will meet all the expectations of every user, that it will not malfunction, that there will be no interruption in its use or inability to use it, that it can be used in any location, that there will be no loss of content or other data, that it is suitable for a particular purpose, that there will never be any transmission or storage problems, etc. On the date of the agreement between the parties, the Integration Platform is not affected by any viruses. We will ensure that the Integration Platform and the elements that can be downloaded from it are as free as possible from bugs, viruses, Trojan horses and unauthorised spyware. However, it cannot be ruled out that these may be present at a later date. We cannot be held responsible for any damage and/or loss that may result for the Customer. In this respect, we strongly advise you to install firewalls, antivirus software and other necessary protection software. We cannot be held responsible for any damage resulting from modifications made to the Integration Platform by unauthorised persons, such as a hacker or a person who has stolen a Customer's login and password. We shall not be liable for any loss resulting from the transmission of viruses, spyware, malware or other software to the Customer via the servers that provide access to the Integration Platform. Chift shall not be liable, except in the case of fraud or gross negligence, for the unavailability/malfunctioning of the Integration Platform in the event of force majeure, third party causes, Customer causes (including coding errors, manipulation, misinterpretation of the documentation provided, etc.), events beyond our control such as server crashes/malfunctions or in the event of a temporary suspension, whether announced or not, including any maintenance,

improvement, correction, modification or updating of the Integration Platform.

14. **Intellectual property rights:** The documents which are the subject of an offer or a quotation are strictly confidential; they may not be reproduced or communicated and no use may be made of them to the detriment of Chift, which remains the owner. All studies, plans, catalogues, brochures, price lists, technical documentation, drawings and information drawn up or supplied by Chift remain its intellectual and industrial property. These documents must be returned to Chift on request, in good condition and free of charge, and may not be communicated by the Customer to third parties without the prior written agreement of Chift. Any information contained in the sales documents, including that relating to the Customer's particular circumstances, is provided for information purposes only and shall not form the basis of any claim or legal action by the Customer against Chift. All Intellectual Property Rights and other proprietary rights in or relating to the services provided and the Integration Platform are and shall remain the exclusive property of Chift. The Customer will not take any action that would jeopardise Chift's proprietary rights or acquire any rights in the Services, the Integration Platform, the Intellectual Property Rights owned by Chift, or Chift's confidential information. Chift will own all rights in any copy, translation, modification, adaptation or derivation of the Integration Platform, including any enhancement or development thereof, even if proposed by the Customer. Accordingly, as part of the provision by Chift of the Integration Platform to the Customer, Chift grants only to the Customer who has fulfilled all of its obligations to Chift a personal, non-exclusive and non-transferable licence to use the Integration Platform for the duration of the Agreement. This licence authorises the Customer to make personal use of the Integration Platform for its own benefit only and does not give the Customer any other rights whatsoever. The Customer may not make the Integration Platform available, sublicense, reproduce or disclose it in any way, either commercially or free of charge. The Customer acknowledges and agrees that the Agreement does not in any way imply a sale of the Integration Platform. Customer shall not decompile, disassemble, reverse engineer or attempt to reconstruct, reproduce, identify or discover the source code, underlying ideas, underlying user interface techniques or algorithms of the software by any means, except as expressly authorized in writing by Chift. The Customer agrees to notify Chift promptly if and when the Customer becomes aware of any infringement or violation by a third party of Chift's rights of any kind in the Integration Platform.
15. **Protection of personal data:** In the context of the services offered by Chift, the Customer is informed that Chift may collect personal data concerning him/her, which are subject to automated processing under the conditions provided for by law and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 ("GDPR"), for the purposes of managing the Customer relationship and complying with legal and regulatory obligations. The Customer's personal data will not be transmitted to third parties under any circumstances, with the exception of services for which the communication of data is necessary for the proper performance of the Service. Chift may also transmit the Customer's personal information at the request of judicial and/or administrative authorities in the context of a judicial requisition issued by a competent authority. The Customer has the right to access and rectify information concerning him. He can exercise this right and obtain communication of the information concerning him by e-mail to the following address: info@Chift.eu or by post to the following address: Rue Beeckman 40, 1180 Uccle. A more complete Privacy Policy is available at chift.eu. Chift uses the Fullstory program, an analytical service of the Platform. Fullstory helps us analyze how our clients use the Platform. The information provided via Fullstory (and its Cookies) about the use of the Platform will be transmitted to and stored on servers. Chift will use this information to evaluate your usage of the Platform, compile reports on the activity of the Platform, improve your experience and our services, including correcting possible malfunctions and bugs, as well as evaluating your interest in the Platform. No data directly encoded by the Customer is made visible or stored by the Fullstory tool. You may prevent CHIFT from collecting and processing this information (including your IP address) at any time by contacting us at the above address or by requesting more information about the tracking system.
16. **Anti-Bashing:** The Parties shall mutually refrain from any communication and/or publication, whether verbal or written, aimed at and/or relating to their collaboration, which would have the purpose or effect of criticising and/or harming the interests of the other Party, and/or its work and/or achievements, and/or its bodies and/or its employees, as from the signing of the Contract until 18 months after its expiry, for whatever reason. This prohibition shall apply in particular to social networks of any kind. Any violation of this clause shall result in the author being liable to pay a lump sum of 5,000.00 €, without prejudice to the victim's right to claim a higher amount, based on the damage actually suffered.
17. **Non-solicitation of personnel:** For the entire duration of the agreed services and for a period of 2 (two) years following the end of the Contract, the Client shall refrain from any attempt to directly or indirectly, actively or passively, recruit/hire any of our subcontractors or employees, in particular personnel who are in direct contact with the Client within the framework of the provision of services, on pain of paying us irreducible compensation equal to one year's remuneration/wages of the person concerned, without prejudice to our right to claim compensation for greater damage, where applicable.
18. **Execution of the work:** As a general rule, Chift will carry out all the services internally by its own staff. However, the Client expressly agrees that we may subcontract all or part of the performance of the service.
19. **Assignment - Guarantee:** Chift is authorised to assign or guarantee, in whole or in part, the obligations arising from this Agreement, it being understood that such assignment or guarantee does not alter the form and conditions of the Agreement. The Customer shall be informed of such assignment or pledging by means of a letter sent to the Customer fifteen days before the effective date of assignment. The Customer may only assign the Contract with Chift with our written consent and our silence shall be deemed to constitute refusal.
20. **Technical support and corrections to the Integration Platform:** In the event of a technical problem affecting the Integration Platform, Chift undertakes to take all necessary steps to find a satisfactory solution for all Parties in accordance with the procedure described below. In the event of a malfunction, it is the responsibility of the Client to send a detailed description of the problem encountered via the email address support@Chift.eu (or any other address communicated by Chift) and to carry out the technical tests proposed by Chift. If the problem is not resolved, the Customer must report the incident to Chift's support services via the above address. Chift will carry out a diagnosis in order to find the origin and cause of the malfunction encountered in order to resolve it. In this respect, Chift reminds you that it is only subject to an obligation of means. If, in the course of its investigations, Chift determines that the malfunction is an incident, i.e. that it is due to a fault on the part of Chift, the cost of carrying out the diagnosis and resolving the problem will be borne entirely by Chift. If, on the other hand, the diagnosis shows that the incident encountered by the Client is not the responsibility of Chift (including the adaptation of connectors to take account of changes in APIs and the correction of programming errors in the platform by the Client), the time spent by Chift in carrying out the diagnosis and resolution of the problem will be invoiced to the Customer on a flat rate basis at the hourly rate of 106.25 euros (excl. VAT) per man, per quarter hour started, unless otherwise agreed (in particular the Technical Support Subscription Agreement). The Customer undertakes not to make improper use of technical support. Chift reserves the right to refuse to accept a request from the Customer if the Customer's behaviour or frequency of requests is such as to disrupt the normal operation of the technical support service or if the request does not relate to a corrective measure but rather to a billable development and/or integration/synchronisation service. The Customer is also aware that Chift will be able to access the Customer's equipment remotely for the purpose of remote troubleshooting. Chift provides technical service in English and French only. The Customer is aware of this and undertakes to provide a person who is fluent in these languages in the event of contact with Chift's support service. Chift will not be obliged to respond to a request for support in any other language. If necessary, Chift reserves the right to interrupt the services of the Integration Platform, without compensation, in order to carry out a technical intervention, to improve its functioning or for any maintenance or correction operation.
21. **Force majeure:** In the event of force majeure (unforeseeable and insurmountable circumstances) which reasonably and irrevocably make it impossible to continue the contractual collaboration, either Party may terminate the Contract, without judicial intervention and without compensation, but by paying the price of the services already rendered or by returning the portion of the price not covered by a service.
22. **Withdrawal for technical reasons:** Chift has the right to withdraw from the Contract without prior judicial review and at no cost if, after a thorough technical analysis, Chift finally considers the performance of its services in accordance with the Contract to be reasonably impossible for technical reasons. In such a case, Chift undertakes to refund all sums received from the Client, including the deposit, in connection with the performance of the Contract.
23. **Termination by the Client - Forfeiture Clause:** Except in cases of force majeure and the cases referred to in the previous article, neither party may terminate the Fixed Term Contract by its own free will. If the Client nevertheless

terminates in advance all or part of the Fixed Term Contract concluded between it and Chift, it must in this case pay to Chift, in addition to the price of the services already performed, goods already delivered and monthly instalments due, a fixed and irreducible compensation for cancellation equal to 65 % of the balance of the services still to be invoiced and of the monthly instalments still due up to the end of the contract initially agreed between the parties. The aforementioned compensation covers, without this list being exhaustive, the loss of profit, the analysis and drawing up of the estimate, a share of the marketing costs, the administrative and accounting management costs, the cost of the hardware and software necessary for the services provided by Chift. This compensation shall be payable on the date of termination of the said Contract.

24. **Express termination clause:** Chift shall be entitled to terminate the Contract, ipso jure and without judicial intervention, by notice sent to the Customer by registered letter, in the event of non-performance by the Customer of any of its contractual obligations, in particular (i) if it is in arrears with the payment of an invoice for more than thirty calendar days, (ii) if it appears that it will not perform or is in serious danger of not performing any of its obligations for 1 month, (iii) if the Customer shows clear signs of insolvency, (iv) in the event of infringement of Chift's intellectual property, (v) in the event of denigration of Chift or (vi) if the other Party is the subject of a judgment having the force of res judicata or of a notice from a public institution for fraud, corruption, participation in a criminal organisation or on account of any other offence likely to damage the reputation of its contracting parties. In such cases, the Client must pay Chift, in addition to the price of the services already provided, goods already delivered and monthly instalments due, a fixed and irreducible compensation for cancellation equal to 65% of the balance of the services still to be invoiced and the monthly instalments still due until the end of the contract initially agreed between the parties, covering in particular the loss of profit, the price of the goods advanced, a share of the marketing costs, the administrative and accounting management costs, the cost of the hardware and software necessary for the services provided by Chift. This indemnity will be payable on the date of the termination of the said Contract.

25. **Applicable law - jurisdiction:** Any dispute relating to the validity, interpretation or execution of the Service Contract or these general conditions of our intervention and/or services shall be submitted to the courts of the judicial district of Brussels (French-speaking). The contractual relations between the parties are governed by Belgian law.

26. **Miscellaneous:** The failure of a party to avail itself of its rights under these general terms and conditions for a certain period of time shall never entail a waiver of the rights in question. The possible nullity of one of the clauses of the present general conditions does not entail the nullity of the whole of them. Insofar as possible, the parties shall replace the invalid clause with a valid clause having an equivalent economic effect.

27. **Notice between Parties:** Any notice, claim, invoice dispute, request for contractual amendment, termination or other communication required or permitted under the terms of the Contract shall be in writing and shall be valid only if sent by registered letter with acknowledgement of receipt, to the address of Chift as specified below:

Chift srl
Henry Hertoghe
Rue Beeckman 40/5
1180 Uccle, Belgique

28. **Changes to Terms and Conditions:** We reserve the right to make changes to our terms and conditions, including these terms and conditions, at any time. The Customer will be informed of any changes to the terms and conditions and may be asked to expressly accept them, if applicable. In any event, if the Customer does not object to the changes to the general terms and conditions within 10 calendar days, they shall be deemed to have been irrevocably accepted by the Customer.
