

GENERAL CONDITIONS

These general conditions and special conditions, if any linked thereto (hereinafter collectively also referred to as the 'Agreement'), shall apply to all relations between Partena Business Solutions with unique enterprise number 0479.282.740 (hereinafter referred to as 'Partena') and the Customer. These conditions shall take precedence over all other general conditions, and in particular, the general conditions of the Customer, and shall supersede all previous agreements between Partena and the Customer concerning the same object. The customer confirms having read and approved them.

1. SUBJECT/ASSIGNMENT

1.1. The subject matter of the Agreement concerns the organisation and provision of training by Partena to the Customer on social legislation, payroll processing, tax and social regulations and practical implementation in an HR policy, etc., (hereinafter collectively referred to as 'Training')

1.2. Definitions:

Online training live or on demand. Online training in the form of e-learnings and short info capsules. Classroom training on the customer's premises, or in Partena's offices, or in other locations, but always tailored to the customer, or general training customers may pursue.

Training subscription: attending training spread over several days (remote or on-site or hybrid) and delivered live and/or on demand

2. OBLIGATIONS OF PARTENA

2.1. Partena shall ensure that the Assignment is carried out in conformity with Belgian laws and with the care, expertise and know-how that characterise professionals in the field of social legislation in the broad sense, and with the loyalty required for the execution of the Assignment. However, since the subject matter of the Assignment falls under the particularly complex domain of social law in general, which is susceptible to different interpretations and permanent adjustments due to the constant developments of social legislation in the broad sense, sometimes with retroactive effect, the Customer acknowledges that Partena does not undertake an obligation to produce results but a best efforts

obligation when providing its services.

2.2. Having regard to the provisions described in Clause 2.1, Partena shall ensure that the Consultant(s) assigned to the Assignment possess the required professional competences and qualifications, taking into account the Customer's expectations, the availability of the Consultant(s), and the Customer's budget.

2.3. The services forming part of the Assignment shall be provided under Partena's direction and supervision by its own personnel, or by personnel authorised to act under Partena's responsibility. Partena and its Consultants shall provide their services totally independently of the Customer. In this context, Partena undertakes to comply with the obligations under social and fiscal legislation and social law, which apply to its employees and staff authorised to act under its responsibility.

The Parties confirm that the freedom and independence available to them in the performance of the assignment is an essential element.

3. REGISTRATIONS AND INVOICING OF SERVICES

3.1. Registrations shall be made in writing and electronically, and shall only be final after written confirmation by Partena. Cancellation is not possible. (except for private individuals in connection with the legislation on distance contracts; in such cases, cancellation is possible within 14 calendar days without specifying reasons).

Partena reserves the right to cancel the Training in case of insufficient registrations; in such case, the registration fee already paid shall be refunded.

3.2. The Training services provided by Partena shall always be invoiced prior to the performance, unless stated otherwise, in accordance with the rates stated on the website; the Customer shall pay for the same in cash, failing which Partena shall have the right to suspend or cancel participation in the Training.

3.3. All rates quoted are exclusive of VAT and other taxes if any.

3.4. Subject to valid contestation of the invoice according to the modalities described in the next clause, in case of non-payment of

the amounts payable by the Customer on the due date of the invoice, Partena may, without prior reminder, apply a 10% surcharge on the remaining amount, without prejudice to recovery costs.

3.5. In the absence of a reasoned written contestation of an invoice within eight (8) calendar days from the date of dispatch, it shall be deemed to have been accepted. In case of a dispute between the Parties, regardless of its origin, the invoices that are not contested at the time of the dispute must be paid. There can be no set-off between any compensation claimed by the Customer and the uncontested invoices issued by Partena.

3.6. Partena reserves the right to suspend or terminate the execution of the Assignment, without prior notice or compensation, in case of persistent non-payment by the Customer of an undisputed invoice despite a written reminder after the due date of the relevant invoice.

3.7. Registrations cannot be cancelled, and shall always be on a personal basis unless otherwise stated. The participant may not be replaced by another person except with the express prior agreement of Partena.

4. LIABILITY

4.1. The Parties expressly limit Partena's obligations to deploying the resources and efforts necessary to provide the agreed services. Partena strives to provide up-to-date information, which shall be compiled with the utmost care.

Nevertheless, Partena cannot accept any liability regarding the accuracy or completeness of the information exchanged through its training. The information offered on its training covers complex matters. Therefore, some specific cases may not be covered.

The customer shall be fully responsible for the choice and applicability of the legal information to their specific situation or case. The information provided during the training is not a substitute for legal advice or professional assistance. In case of doubt or for additional information, please contact the legal department of Partena Professional. Wherever appropriate, this department may proceed to raise an invoice for providing additional information.

4.2. In addition, Partena shall in no case be liable for any special,

indirect or consequential damages, or any damages resulting from prevention of use, force majeure, loss of data or loss of profits, whether contractual, negligent or otherwise unlawful, arising out of or in connection with the use of the information, documents, models, etc. provided during the training.

5. CONFIDENTIALITY - COPYRIGHT

5.1. Both Parties agree to treat the information or material communicated as confidential and shall therefore not copy, adapt, modify or distribute the same to any third party. The aforementioned duty of confidentiality concerning the information relating to the other Party, its business, organisation, working methods, know-how, customers, staff, programmes, products and any relationship with third companies shall continue to exist just as long as the information in question retains its confidential nature, i.e. even after the end of this assignment.

Each Party shall immediately notify the other Party of the possession, use, knowledge or attempt to gain access to confidential information, by any person not authorised to use or have knowledge of it.

5.2. All text documents, models, logos, photos and products of Partena are protected by copyright. They are the sole property of Partena Professional. Partena retains all intellectual property rights to the information and models made available. The customer shall have the right to print out the consulted information and to use it for personal management, to the exclusion of any further distribution, commercialisation and exploitation among third parties, unless prior express written authorisation has been obtained from Partena.

6. PRIVACY

Contact details provided by the Customer shall only be processed by Partena in accordance with the provisions of the GDPR; the European Regulation 2016/679 of 27 April, and Partena's privacy policy. During certain training, it is possible that photos may be taken or recordings made. If a Customer or individual participant does not wish to be included in the list of participants or to appear on recordings or footage, they should

mention this at the time of registration.

7. INTEGRALITY

These conditions express the entirety of the obligations of the Parties. It therefore cancels and supersedes any agreement, communication, offer or mail, oral or written, exchanged or concluded between the Parties. It shall prevail over all other provisions, including the Customer's general provisions. Any amendment to the present document shall be the subject of a written annex signed by both Parties, which shall necessarily form part of this present document. In such case, it shall take precedence over the present general conditions.

8. RECONCILIATION

For all cases not provided for in this Annex or for all difficulties in its application or interpretation, the Parties agree to consult with each other to find the best solution in the best mutual understanding before the dispute is brought before the competent courts.

9. INVALIDITY

Provisions that would violate any public or mandatory statutory or regulatory provision shall be held to be unwritten, without such invalidity affecting the validity of the remaining provisions of this document. In case any provision is declared void, illegal or inapplicable by a court decision or governmental authority, the Parties shall endeavour to negotiate immediately and in good faith concerning a valid provision with an equivalent economic effect, or an effect that approximates as closely as possible to that of the annulled provision.

10. APPLICABLE LAW AND COMPETENT COURTS

The present document is subject to Belgian law and, in case the Parties are unable to reach an amicable settlement to resolve the dispute, the courts and tribunals of the judicial district of Brussels shall have exclusive jurisdiction.