

**Terms & Conditions****GEC**

**GEC Digital Europe Limited**, having its registered office at Commercial House, Millbank Business Park, Lucan, Dublin Co, K78 W5X6, Ireland represented by D. Buursma in this capacity as Executive Director,

Hereinafter referred to as "GEC Digital Europe Limited",

GEC Digital Europe Limited is a company with extensive expertise in consulting, auditing, advising and planning in Supply Chain, e-Commerce, Process Automation & Start-up- and Scaling business.

The Client has required the services of GEC Digital Europe Limited and GEC Digital Europe Limited has agreed to perform these services by signing an Agreement which is subject to the Terms & Conditions set out in this document.

**By signing the Agreement, the Parties have agreed as follows:**

1. Services

1.1 GEC DIGITAL EUROPE LIMITED shall render to the Client services mutually agreed upon between the Parties by means of an Agreement.

Additional Agreements may be agreed upon by the Parties during the Agreement by means of additional Addenda. These are collectively designated the "Addenda" or individually an "Addendum". The services agreed upon in the Agreements are hereinafter collectively designated the "Services".

1.2 The Parties agree that the Terms & Conditions shall serve as framework applicable to all Services that may be ordered by the Client to GEC DIGITAL EUROPE LIMITED.

1.3 The Services shall be performed in compliance with the Terms and Conditions as described in this document.

1.4 Each Agreement shall at least specify the scope of the Services, the duration of the Services, the technical specifications, the price and the place of execution. GEC DIGITAL EUROPE LIMITED shall determine the template of each Agreement.

2. Performance of the Services

2.1 GEC DIGITAL EUROPE LIMITED appoints a competence lead as representative for the performance of the Services entrusted to it and is hereinafter designated the "Representative". The Services will be provided and performed exclusively by the Representative. The appointment of the Representative can only be changed with prior written consent of the Client.

2.2 If during the execution of the Services the intervention of subject matter experts (hereinafter collectively designated "Subject Matter Experts" or individually "Subject Matter Expert") is required, GEC DIGITAL EUROPE LIMITED shall inform the client and have the

possibility to present such Subject Matter Experts to the Client.

2.3 The Client can also invite GEC DIGITAL EUROPE LIMITED to present a Subject Matter Expert for additional services which would be ordered by the Client to GEC DIGITAL EUROPE LIMITED.

2.4 If the Client agrees with the intervention of a Subject Matter Expert presented by GEC DIGITAL EUROPE LIMITED, these additional services will be ordered by the Client to GEC DIGITAL EUROPE LIMITED by means of an Agreement and these additional Services will be provided and performed by the designated Subject Matter Expert.

2.5 Any Subject Matter Expert who renders Services to the Client mutually agreed upon between the Parties by means of an Addendum to the Agreement, will operate as a subcontractor of GEC DIGITAL EUROPE LIMITED.

### 3. Compensation

3.1 As a compensation for the performance of the Services, the Client shall pay to GEC DIGITAL EUROPE LIMITED the fees specified in each Agreement (collectively referred to as the "Fees").

3.2 The Fees shall be calculated as provided in the relevant Agreement, based on a flat-rate remuneration, hourly rates, a combination of both or any other way agreed upon by the Parties in the Agreement.

3.3 All taxes, including VAT, relating or applicable to the Services, shall be paid by the Client.

3.4 In addition to the Fees, GEC DIGITAL EUROPE LIMITED shall invoice to the Client all expenses incurred to carry out the Services and authorized by the Client, including but not limited to items such as allowances per kilometre, transportation/travel expenses, purchases of technological applications necessary for the execution of the Services, etc. Reimbursement of these expenses shall be made after receipt by the Client of the invoice therefor, together with receipts or other documenting such expenses that are properly allocable to the rendering of services during the period covered by such invoice.

3.4 GEC DIGITAL EUROPE LIMITED shall issue its invoices in accordance with the time frame and provisions set out in the relevant Agreement.

3.5 GEC DIGITAL EUROPE LIMITED's invoices shall be payable within 15 days of their issuance, by wire transfer to the bank account designated by GEC DIGITAL EUROPE LIMITED on each invoice, unless otherwise agreed as per Agreement.

3.6 The Parties acknowledge and agree that timely payment by the Client of invoices relating to the Services is essential to the continuation of the Agreement. The Client shall automatically be liable for interest to GEC DIGITAL EUROPE LIMITED, without the need for any prior notice, on all late payments as of the due date at 12 % per year calculated based on the actual number of days elapsed and a year of 365 days. In addition, and without prejudice to this, non-payment or late payment by the Client shall constitute a material breach of the Agreement within the meaning of Article 14.2 (i).

### 4. Obligations of the Client

4.1 The Client shall bear the responsibility of collecting and providing GEC DIGITAL EUROPE

LIMITED with all information, data, documents and items necessary for the proper performance the Services, including but not limited to all legal information concerning existing contracts with third parties related to the scope of the Services. To this end, the client shall make available all necessary resources within the company and make sure the persons involved in this process have the necessary knowledge to interact with GEC DIGITAL EUROPE LIMITED.

4.2 The Client shall provide upon first request any additional information which GEC DIGITAL EUROPE LIMITED deems necessary for the performance of the Services.

4.3 The Client shall immediately notify GEC DIGITAL EUROPE LIMITED of any information that may influence in any way the performance of the Services.

4.4 The Client shall inform GEC DIGITAL EUROPE LIMITED about all relevant rules and regulations applicable on the place of execution of the Services and within the area which is concerned by the Services.

## 5. Obligations of GEC DIGITAL EUROPE LIMITED

5.1 GEC DIGITAL EUROPE LIMITED shall deliver its best effort to perform the Services in accordance with business standards.

5.2 GEC DIGITAL EUROPE LIMITED shall solely determine the means necessary to perform the Services.

5.3 The Client may from time to time, subject to the approval of GEC DIGITAL EUROPE LIMITED, modify its instructions and ask to amend an Agreement accordingly. The Client acknowledges that such changes may result (i) in additional delays and, consequently, (ii) in changes to fees, costs or timetables. To the extent that any proposed addition or change to the Services would cause a material increase or decrease in the fees and services to be rendered by GEC DIGITAL EUROPE LIMITED, the Parties shall negotiate in good faith an appropriate amendment to the relevant Agreement.

5.4 In the event the Client should request services which are not included in any Agreement to the present Agreement and seems unaware of it, GEC DIGITAL EUROPE LIMITED shall inform the Client immediately and invite him to agree upon an additional Agreement or Addendum.

5.5 GEC DIGITAL EUROPE LIMITED shall inform the Client of any difficulty or setback encountered during the performance of the Services.

## 6. Independent Contractor

6.1 The Parties acknowledge and confirm that GEC DIGITAL EUROPE LIMITED shall be performing the Services as an independent contractor and that no relationship of employer and employee shall exist between the Client and GEC DIGITAL EUROPE LIMITED.

6.2 The Parties acknowledge that the Client is not GEC DIGITAL EUROPE LIMITED's only client.

## 7. Intellectual Property rights

7.1 It is expressly agreed by the Parties that all the documents given to GEC DIGITAL

EUROPE LIMITED by the Client to perform properly the Services hereunder (such as, without limitation, all information, material, data, product, and documents referred to under Articles 1 and 4.1), as well as any results and data arising from the implementation of the Services, hereinafter together referred to as the "Results", shall be or remain the exclusive property of the Client who shall be free to use and utilize them by any means. To this end, GEC DIGITAL EUROPE LIMITED assigns and transfers exclusively to the Client, according to the terms defined hereinafter and in consideration of Fees, all property rights relating to future use and representation related to the Results, as well as copyrights related to the latter (with no prejudice to the moral rights belonging to their authors).

7.2 GEC DIGITAL EUROPE LIMITED may use proprietary tools, computer programs, algorithms, databases, processes and other materials and intellectual property developed by it to perform the Services for the Client (the "GEC DIGITAL EUROPE LIMITED Tools"). The Client acknowledges and agrees that the GEC DIGITAL EUROPE LIMITED Tools shall not be deemed a deliverable under the Agreement and the Addenda and shall remain the property of GEC DIGITAL EUROPE LIMITED. The Client acknowledges that performance of the Services under the Agreement and the Addenda may result in the development by GEC DIGITAL EUROPE LIMITED of new proprietary tools or concepts, methods, techniques, processes, adaptations and ideas related to the aforesaid GEC DIGITAL EUROPE LIMITED Tools or enhancements thereof, and that such new or enhanced GEC DIGITAL EUROPE LIMITED Tools shall be the sole property of GEC DIGITAL EUROPE LIMITED.

## 8. Confidentiality

8.1 The following expressions shall have the following meanings:

8.1.1 "Confidential Information" shall mean this Agreement (its existence and content) and (1) all information, exchanged directly or indirectly, related to anything concerning the operations, financial position, organization, strategy, prospects, business plans, management, earnings, assets, liabilities, contracts, processes, products, customers, suppliers, shareholders, and financial and other participations of a Party (the "Disclosing Party"), and more generally, without limitation to the above, whatever information pertains to the concept and business methods specific to the Disclosing Party, that is obtained in whatever format (including orally in the context of the discussions, management presentations, and negotiations) from said Disclosing Party or its Related Persons or its shareholders or any of their advisers, even when it is not labelled as confidential, to the other Party (the "Recipient") or its Related Persons, (2) all information and documents referring to, or containing in whole or in part, information referred to in (1) above, and generated by the Recipient (internal analysis, summaries, notes, compilations, studies, interpretations or other documents that are made as a part of the Recipient's evaluation of the Confidential Information).

8.1.2 "Related Persons" means, in respect of any Party, that company's advisers, agents or consultants or parent/affiliated company, who in each case are required in the course of their duties to receive and consider the Confidential Information.

8.1.3 "Permitted Recipients" means, within the organization of the Recipient or of the

Recipient's Related Persons, the individuals which are or who will be involved in the performance of the Agreement.

8.2. In consideration of the disclosure of Confidential Information by the Disclosing Party (or its Related Persons) to the Recipient, the Recipient agrees that it shall, and that its Related Persons shall, from and after the date hereof through the end of a 3 year-period from the termination of the Agreement:

8.2.1 keep the Confidential Information strictly confidential subject to the terms and conditions of this Agreement;

8.2.2 only use the Confidential Information or any part thereof for the purpose of the Agreement;

8.2.3 protect the confidentiality of the Confidential Information received at least in the same manner as it protects the confidentiality of its own confidential information; the Recipient agrees to advise the Disclosing Party forthwith in writing of any misappropriation or misuse by any person of such Confidential Information of which it may become aware;

8.2.4 not at any time without the prior written consent of the Disclosing Party:

i. disclose or reveal the Confidential Information to any other person whatsoever, other than to Permitted Recipients;

ii. discuss, correspond or have any other contact in respect of the Confidential Information or the Agreement with any person who is not a Permitted Recipient.

8.2.5 see to it that all its Related Persons, prior to any disclosure, are bound to confidentiality obligations in the same terms as those provided herein against the Recipient itself (which confidentiality obligations may however also be in the form of already existing confidentiality Agreements or as provided by applicable law), and advise any of such Related Persons of the obligations of the Recipient under this Terms and Conditions, the Agreement and the restrictions on the use of the Confidential Information contained in this Terms & Conditions;

8.2.6 if the Disclosing Party so requests in writing, procure that each of its Related Persons shall forthwith either return to the Disclosing Party all documents, papers and computer tapes and disks provided to the Recipient or its Related Persons by or on behalf of the Disclosing Party, together with any copies thereof or, in case and to the extent the above is not reasonably possible, and/or if requested in writing by the Disclosing Party to do so, destroy documents, papers and computer tapes and disks instead of returning them to the Disclosing Party, that destruction of the Confidential Information having to be certified by an unqualified letter to the Disclosing Party (provided that the Recipient and its Related Persons shall be entitled to retain - but not to access or use - copies of any computer records and files containing any Confidential Information which have been created pursuant to its automatic electronic archiving and back-up procedures). Without prejudice to the obligation of confidentiality in accordance with these Terms & Conditions and the Agreement, this provision shall not apply to any documents that the Recipient and/or its Related Persons are required to retain for (and for as long as may be required by) legal or regulatory reasons (a list of which shall, upon request, be given to the Disclosing Party); and

8.2.7 destroy all analyses, compilations and other documents prepared by the Recipient or its Related Persons based on the Confidential Information; such destruction shall also be confirmed as provided in Article 2.6.

8.3 Notwithstanding any of the other provisions hereof, the Recipient shall not be liable for release or disclosure of any Confidential Information that:

8.3.1 is or becomes part of the public domain through no fault of the Recipient or its Related Persons;

8.3.2 is demonstrated by the Recipient to be or to have been known by the Recipient prior to the disclosure by the Disclosing Party;

8.3.3 is approved in writing for public release by the Disclosing Party; and

8.3.4 must be disclosed as required by applicable law, or regulation, or order of a court of competent jurisdiction, or recognised stock exchange, or government department, or any other operation of law, or is necessary to seek to establish a defence in any legal or regulatory proceeding or investigation, provided that, if practicable, prior to such disclosure the Recipient notifies the Disclosing Party as to the proposed content, nature and purpose of the required disclosure.

## 9. Non-solicitation

9.1 The Client undertakes that it shall not hire, solicit or contact with a view to hiring, directly or indirectly, any person employed as a staff by, or used as a consultant devoting the majority of its professional activity to, or used as a Subject Matter Expert by, GEC DIGITAL EUROPE LIMITED for a 1 year-period after the end of the employment or contractual relationship between this person and GEC DIGITAL EUROPE LIMITED.

9.2 This prohibition includes indirect means such as but not limited to (i) offering consulting contracts to persons employed as full time or part time staff or as consultants or Subject Matter Expert by GEC DIGITAL EUROPE LIMITED, (ii) without limitation, contracting with an entity that itself has hired a former employee, manager, consultant or Subject Matter Expert of GEC DIGITAL EUROPE LIMITED and in which such employee, manager, consultant or Subject Matter expert or any of its parents and allies holds a majority participation or of which such employee, consultant or Subject Matter Expert (or any of its parents and allies) is directly or indirectly the principal beneficial owner, or (iii) contracting with an entity that itself has hired a former employee, manager, consultant or Subject Matter Expert of GEC DIGITAL EUROPE LIMITED other than an entity targeted under (ii), and requiring that the services be provided specifically by the GEC DIGITAL EUROPE LIMITED's former employee, manager, consultant or Subject Matter Expert.

## 10. Standstill

Each Party undertakes that it shall not sell, acquire, offer to acquire, or agree to acquire, directly or indirectly, alone or in concert with others in any manner, any voting shares, other equity securities, warrants or options entitling to acquire, or convertible into, any shares or securities of the other Party, or solicit, make or in any way participate in, directly or

indirectly, alone or in concert with others, any solicitation of shareholders of the other Party to vote in a particular manner or grant proxies for use at any meeting of such shareholders, or requisition or seek to requisition any meeting of the shareholders of the other Party or otherwise seek to advise or influence in any manner whatsoever any person with respect to the other Party.

## 11. Non-competition

11.1 The following expressions shall have the following meanings:

11.1.1 the "Restricted Area" is the European Union and any country in which the Company has conducted business during the period of one year prior to the termination of the Agreement;

11.1.2 a "Competing Firm" is any corporation, firm, partnership, proprietorship or other entity which engages in any of the Company Business in the Restricted Area, including as it may be expanded and developed after the date hereof; and

11.1.3 the "Company Business" is any activity in relation to advising on e-commerce solutions and digital interactions solutions.

11.2 The Client undertakes that from and after the date hereof through the end of a 1 year-period from the termination of the Agreement, it shall not directly or indirectly, alone or as an associate, partner, shareholder, consultant, or otherwise, engage in the Restricted Area in any aspect of the Company Business, including as it may be expanded and developed after the date hereof.

11.3 The Client shall be deemed to be engaging in the Company Business if it:

11.3.1 directly or indirectly, whether or not for compensation, participates in the ownership, management, operation or control of any Competing Firm, or as an investor contributes to the capital of any Competing Firm through loans, purchases of stock or otherwise in amounts constituting more than 1% of the capital of such firm, or is employed by or performs consulting services for any Competing Firm;

11.3.2 directly or indirectly solicits any customer of GEC DIGITAL EUROPE LIMITED or any person who was a prospective customer of GEC DIGITAL EUROPE LIMITED, with a view to inducing such customer or prospective customer to enter into an Agreement or otherwise do business with any Competing Firm with respect to the Company Business;

11.3.3 directly or indirectly solicits any supplier of GEC DIGITAL EUROPE LIMITED, with a view to inducing such supplier to enter into an Agreement or otherwise do business with any Competing Firm;

11.3.4 directly or indirectly solicits any customer (whether or not such customer is, or was, a customer of the Company) which is located within the Restricted Area (defined below) with a view to inducing such customer to enter into an Agreement or otherwise do business with a Competing Firm with respect to the Company Business; or

11.3.5 offers employment to any employee of GEC DIGITAL EUROPE LIMITED or its affiliates or branches or attempts to induce any such employee to leave the employ of GEC DIGITAL EUROPE LIMITED or its affiliates or branches.

## 12. Liability and Insurance

12.1 The Parties acknowledge and agree that the obligations undertaken by the GEC DIGITAL EUROPE LIMITED under this Agreement are best-effort obligations (obligations of means or "middelenverbintenis" in Dutch), with no guarantee as to the result.

12.2 GEC DIGITAL EUROPE LIMITED declares that should a professional insurance be required for the performance of some Services, this obligation shall be specified in the relevant Agreement as Addendum.

12.3 It is irrevocably agreed between the Parties that to the full extent permitted by law, GEC DIGITAL EUROPE LIMITED shall only be liable to the Client (i) for damages directly resulting from GEC DIGITAL EUROPE LIMITED's fraud or gross negligence (and excluding damages such as, without limitation, loss of profits or revenues, consequential damages or damages suffered by third parties) and (ii) in a maximum amount not exceeding the amount of the coverage under such professional insurance policy.

12.4 GEC DIGITAL EUROPE LIMITED shall not be liable for any delay in the performance of the Services unless specifically provided in the relevant Addendum. This notwithstanding, GEC DIGITAL EUROPE LIMITED shall bear no liability whatsoever towards the Client for the delay in performance of all or part of the Services if (i) the delay has been remedied within 15 days following a formal notification by the Client (ii) the Client is in default of any of its obligations under the Agreement or the Addenda or (iii) the delay has been, in full or in part, caused by reasons:

- qualifying as "force majeure" or acts of god; or
- considered as imputable to the Client such as (but not limited to) the communication of inexact information or the modification of its instructions; or more generally
- considered as falling beyond the reasonable control of GEC DIGITAL EUROPE LIMITED.

12.5 Subject to Article 6, each violation by the Client of any of its obligations under the Agreement or the Addenda shall entitle GEC DIGITAL EUROPE LIMITED to claim damages from the Client for the direct and indirect loss suffered, including loss of profit or revenues.

12.6 By derogation from the above, each violation by the Client of any of its obligations under Article 8, Article 9, Article 10 or Article 11 of the Agreement, shall entitle GEC DIGITAL EUROPE LIMITED to claim from the Client the payment of lump sum damages in the amount of 10.000 EUR, without prejudice to GEC DIGITAL EUROPE LIMITED's right to claim additional damages, upon proof of the existence and the amount of such additional damages.

## 13. Duration of the Agreement

13.1 The Agreement shall commence on the date of its signature by the Parties and shall, subject to the provisions of Article 14, continue in effect for the period as described in the Agreement.

13.2 Unless terminated by either Party by registered mail to the other Party no later than 1 month prior to expiry of the initial period or current term, this Agreement shall be



automatically renewed for successive fixed periods of 12 months.

13.3 If this Agreement has expired in accordance with article 13.2 but the duration of any Addendum or Addenda exceeds the duration of the Agreement, the provisions of this Addendum or Addenda shall survive and continue in full force and effect in accordance with their terms and the following provisions of this Agreement shall survive and continue in full force and effect in accordance with their terms, notwithstanding the expiration of this Agreement: Article 1, Article 2, Article 3, Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 15, Article 16, Article 17, Article 18, Article 19, Article 20.

#### 14. Termination

14.1 GEC DIGITAL EUROPE LIMITED shall have the right to terminate the Agreement at any time and without compensation or justification by giving the Client a written notice of the termination, by registered mail, at least 3 months before such termination is to become effective.

14.2 Each Party shall have, without prejudice to any other right, the right to terminate the Agreement forthwith by sending a written notice of termination, by registered mail, to the other Party specifying the reasons for the termination, if any of the following events occur: (i) the other Party materially breaches any of its obligations under the Agreement or the Addenda and fails to remedy such breach within 15 days following a formal notification; (ii) an event of force majeure prevails for a period in excess of 6 months and the Parties have been unable to find an equitable solution; (iii) the other Party becomes insolvent or enters liquidation, a petition in bankruptcy is filed for it or a receiver is appointed in respect of said other Party ; or (iv) the Representative dies or becomes permanently disabled.

14.3 The termination of the Agreement pursuant to this Article 14 shall cause the immediate termination of any Addenda. However, termination of any Addendum in accordance with the provisions thereof (as the case may be) shall not cause the termination of the Agreement.

14.4 Upon the termination of this Agreement pursuant to this Article 14, any amounts due to GEC DIGITAL EUROPE LIMITED under the Agreement and the Addenda shall be invoiced (if they have not been invoiced already) and paid forthwith by the Client to GEC DIGITAL EUROPE LIMITED. On no account shall such amounts be withheld by the Client due to any dispute arising out of or in relation to this Agreement or to set-off any claim for damages made by the Client.

14.5 The provisions of Article 8, Article 9, Article 10 and Article 11 shall survive and continue in full force and effect in accordance with their terms notwithstanding the expiration or termination of this Agreement.

#### 15. Force majeure

If an event of force majeure occurs, performance of the Parties' obligations under this contract shall be suspended for the duration of the delay caused by the event of force majeure and the period of performance shall be automatically extended, without any penalty, for an equal period. If the period of the suspension would exceed 6 months, the

Parties shall be able to terminate the contract as provided in Article 14.2 (ii). Force majeure shall mean any unforeseen event which is beyond the reasonable control of the Parties or any foreseeable occurrence the consequences of which may not reasonably be avoided that arises after the date of signature of this contract and which prevents performance thereof, in whole or in part, by either Party.

#### 16. Tax and social security

Each Party is fully and solely responsible for its compliance with all tax and social security obligations arising out the execution and the performance of the Agreement.

#### 17. Entire Terms & Agreement

17.1 The Terms & Conditions, the Agreement, including the Addenda, contain the entire understanding between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral communications, negotiations, understandings or agreements of any kind with respect to the subject at hand.

17.2 No waiver, amendment or modification of this Agreement and the Addenda shall be effective unless made or agreed to in a written agreement signed by authorized representatives of both Parties.

17.3 In case of discrepancy between the Agreement and an Addendum, the provisions of the Addendum shall prevail.

#### 18. Assignment

Neither Party shall assign, subcontract or transfer any of its rights or obligations under the Terms & Conditions, the Agreement and Addenda, either in whole or in part, to any third party without the prior written consent of the other Party. Any such assignment or transfer without the prior written consent of the other Party shall be deemed null and void. However, GEC DIGITAL EUROPE LIMITED shall be entitled to assign or transfer the T&C, the Agreement and the Addenda, in whole or in part, to any other company of the group of companies to which it belongs or in connection with the sale, transfer, merger, consolidation, or any other disposition of all or substantially all of its assets or business upon giving formal written notice thereof to the Client.

#### 19. Waiver

19.1 Any failure or delay by a Party in exercising any right under the T&C, the Agreement the Addenda, the exercise or partial exercise of any right under the T&C, the Agreement and the Addenda, or any reaction or absence of reaction by a Party in the event of breach by the other Party of one or more provisions of the Terms & Conditions, the Agreement and the Addenda shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under the Terms & Conditions, the Agreement and the Addenda or under said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

19.2 If there has been an express written waiver by one Party following a specific failure by

the other Party, this waiver cannot be invoked by the other Party in favour of either a new failure, similar to the prior one, or a failure of another nature.

## 20. Severability

Whenever possible, the provisions of the Terms & Conditions, the Agreement and the Addenda shall be interpreted so as to be valid and enforceable under applicable law. However, if one or more provisions of the Terms & Conditions, the Agreement and the Addenda is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of the Terms & Conditions, the Agreement and the Addenda shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the economic, business or other purpose of the invalid, illegal or unenforceable provision(s).

## 21. Notices

21.1 All notices and other forms of communication required under the Terms & Conditions, the Agreement and the Addenda shall be in writing and must be delivered or sent to the recipient preferably by email with acknowledgment of receipt, except in the cases in which the notice must be done by registered mail under the Terms & Conditions, the Agreement and the Addenda. All notices and other forms of communication can also be done (i) in person through a reputable courier service, or (ii) by registered mail, in which cases a copy will also be sent by email.

The address indicated hereunder must be used next to the company addresses:

To GEC DIGITAL EUROPE LIMITED: email: [info@gec.digital](mailto:info@gec.digital)

21.2 Any notice shall be deemed to have been delivered to the recipient's address on the date of delivery if delivered in person and 2 working days following the mailing date if sent by registered mail, and the next working day if sent by email.

Any Party may change the address to which notices are to be delivered or transmitted by giving the other Party written notice in the manner set forth herein.

## 22. Costs

Each Party shall bear its own costs (including lawyers' fees and other expenses) incurred in the preparation and negotiation of the Terms & Conditions, the Agreement and the Addenda.

## 23. Counterparts

The Terms & Conditions, the Agreement and the Addenda may be executed in separate copies, each of which is deemed an original and all of which taken together constitute one and the same agreement. Translations into any language other than English may be made but are for convenience purposes only, even when executed by one Party or both Parties

## 24. Applicable Law and Jurisdiction

24.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with the laws of Belgium.

24.2 Any dispute concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be submitted to the exclusive jurisdiction of the courts of Brussels (with proceedings taking place in Dutch).