

## WEGROUP GENERAL TERMS AND CONDITIONS (V3.8)

### 1. DEFINITIONS

1.1 In this Agreement, the following words and expressions shall have the following meanings:

**“Additional Services”** means services related to the Cloud Service that may be provided by WeGroup. These services will be described in the Order Document.

**“Administrator”** means the user responsible for the Administrator Account.

**“Administrator Account”** means the Customer’s user account that can only be accessed and used by the Administrator and through which the Administrator (i) can use the Cloud Service (and the underlying Platform) in accordance with the provisions of this Agreement, (ii) can change the configuration settings and (iii) can create additional accounts for the Users.

**“Agreement”** means the underlying document, the Order Document and any Annex(es) that specifically refer to the underlying document and/or the Order Document.

**“Availability”** means the availability of the Cloud Service calculated monthly in accordance with the SLA which can be consulted on the website ([https://files.wegroup.be/legal/sla\\_en.pdf](https://files.wegroup.be/legal/sla_en.pdf)) and which forms an annex to this Agreement.

**“Basic User”** means any user of the Customer other than the Administrator for whom a Basic User Account exists.

**“Basic User Account”** means a user account to which a Basic User has access via his/her personal login to use the Cloud Service and the underlying Platform.

**“Business Days”** means Monday to Friday with the exception of Belgian public holidays.

**“Cloud Service”** means the online access to, availability of and use of the Platform and/or other web services described in this Agreement.

**“Customer”** means the customer as identified in the Order Document

**“Customer Data”** means all content, information and data (including personal data) related to the Customer’s prospects, business partners, clients and/or customers (non-exhaustive list) entered or uploaded into the Platform by the Customer through use of the Cloud Service.

**“Documentation”** means all manuals, instructions, specifications and other documents and materials which WeGroup may make available to the Customer or its users and which may change from time to time regardless of the medium on which they are made available, including a description of the functionality, components, characteristics or requirements of the Cloud Service.

**“Force Majeure Event”** means an event or series of related events beyond the reasonable control of the Party concerned (including Internet, underlying hosting and platform service provider failures or a public

telecommunications network failure, attacks by hackers, denial-of-service attacks, viruses or other attacks from malicious software or infections, power failures, third-party litigation, legislative change, disaster explosions, fires, floods, riots, terrorist attacks and wars).

**“Office Hours”** means from Monday to Friday from 9 a.m. to 12:30 p.m. and from 1:30 p.m. to 5 p.m. except for Belgian public holidays. The stated office hours apply to Central European Time (CET).

**“Order Document”** means the document containing the specific provisions. This Order Document constitutes an integral part of the Agreement.

**“Platform”** means the platform named “Louise”, through which the Customer can improve its internal processes and service to its own customers and potential customers as part of an independent insurance mediation activity.

**“Services”** means the Cloud Services and/or Additional Services.

**“User”** means the Basic User and/or the Administrator.

**“WeGroup”** means WeGroup NV, a company incorporated under the laws of Belgium, having its registered office at Moutstraat 68, 9000 Ghent and registered with the Crossroads Bank for Enterprises under number 0680.957.816. (Ghent Register of Legal Persons (Ghent division)).

### 2. DELIVERY OF THE CLOUD SERVICE

2.1 WeGroup is only bound to execute the Agreement after both Parties have expressly accepted the Order Document in writing. If, at the Customer’s request, WeGroup commences the Services stated in the Order Document before the Agreement is signed, the commencement of the Services shall be deemed to be an acceptance of the provisions contained in this Agreement.

2.2 Provided that the Customer complies with the provisions of this Agreement, WeGroup grants the Customer the right to access and use the Cloud Service and the underlying Platform in accordance with Article 4 (*Access, use and limitations of the Cloud Service*).

2.3 WeGroup shall maintain and support the Cloud Service in accordance with the provisions set out in the SLA which can be consulted on the website ([https://files.wegroup.be/legal/sla\\_en.pdf](https://files.wegroup.be/legal/sla_en.pdf)) and which forms an annex to this Agreement.

2.4 In addition to the Cloud Service, the Parties may also agree that WeGroup will provide Additional Services. These Additional Services are described in the Order Document.

### 3. ADMINISTRATOR ACCOUNT / USER ACCOUNT

3.1 The Customer shall be able to gain access to the Cloud Service (and the underlying Platform) via the Administrator Account and/or the Basic User Account. Each

user shall be responsible for the use and activity of his or her account.

3.2 The number of Administrator Accounts and/or Basic User Accounts are set out in the Order Document. Any additional users can always be requested under the terms and conditions agreed between the Parties at that time.

3.3 Each User Account (including the Administrator Account) belongs to one person only and may therefore not be shared with other persons.

3.4 The Customer shall be solely responsible for the protection and security of the Administrator Account and the Basic User Accounts. In this context, it is prohibited to: (i) request other users to provide their login details, (ii) log in to another person's account, (iii) pretend to be someone else (natural or legal person) when using the Cloud Service (including the underlying Platform) without having obtained the necessary permission.

3.5 If the Customer becomes aware of a breach of this Article 3 (*Administrator Account / User Account*), it shall notify WeGroup in writing without delay.

#### 4. ACCESS, USE AND LIMITATIONS OF THE CLOUD SERVICE

4.1 Provided that the Customer and its users comply with the provisions of this Agreement, the Customer has the right:

(a) to access the Cloud Service, including the underlying Platform (to the extent that this is technically possible) and the Documentation;

(b) to generate, print, copy, upload, download, store or otherwise process all content and (digital) input that may result from access to or use of the Cloud Service;

(c) to use the Cloud Service, to the extent that it has been made available, in a non-production environment insofar as this is useful or necessary to be able to use the Cloud Service. Such use may include, but is not limited to: use for analysis, integration, configuration, testing and training purposes.

4.2 The Customer is responsible for the compliance of its users with the terms and conditions of this Agreement.

4.3 The Customer acknowledges and accepts that no software will be made available to it. The Customer is granted the right to access the WeGroup Platform remotely via the Cloud Service. The Customer may only use this Cloud Service to improve its internal processes and services to its customers and potential customers within the framework of an independent insurance activity.

4.4 The Customer undertakes, unless otherwise agreed between the Parties:

(a) and to the extent permitted by applicable law, to not in any way (attempt) to copy, modify, duplicate, frame, mirror, download, send or distribute the Cloud Service and/or Documentation, or any part thereof;

(b) not to make derivative works of the Cloud Service and/or Documentation;

(c) and, unless such limitation is prohibited by applicable law, not to (attempt to) decompile, disassemble, reverse engineer or otherwise reduce in any way the Cloud Service (in whole or in part) (including the underlying Platform) to a form that can be perceived by humans;

(d) not to sell, rent, lease, assign, distribute, display, disclose or in any way commercially operate the Cloud Service or use it in any manner that is not permitted under this Agreement.

4.5 In addition to the above, the Customer shall not, directly or indirectly:

(a) circumvent and/or breach any security used for or contained in the Cloud Service;

(b) participate in any activity that disrupts or interferes with the Cloud Service (including its performance) and/or the data of third parties contained therein;

(c) use the Cloud Service to store or transmit codes, files, scripts, tools or programmes intended to cause damage (including the use of any form of malware such as, but not limited to, viruses, worms, time bombs and Trojans);

(d) use the Cloud Service to store or transmit material that is defamatory, constitutes a violation of the intellectual property rights of others, has been acquired unlawfully and/or illegally or violates the privacy rights of third parties;

(e) attempt to gain unauthorised access to the Cloud Service, the related systems and/or (electronic communication) networks;

(f) gain access to and/or use the Cloud Service in a manner that circumvents the contractual limit for use;

(g) not copy the Cloud Service (including the underlying Platform) or any part, feature, function thereof or the user interface and/or gain access to the Cloud Service (including the underlying Platform) to build a competing product and/or service;

(h) combine or integrate the Cloud Service with software, technology, services or materials not authorised by WeGroup.

(i) develop or design software applications or applications to disable, ignore or otherwise hinder any communication, security or user settings implemented by WeGroup.

4.6 the Customer shall be responsible for the users of the Cloud Service.

4.7 If the Customer is aware of a breach of this Article 4 (*Access, use and limitations of the Cloud Service*), it must inform WeGroup in writing without delay.

#### 5. FEES

5.1 Unless otherwise agreed upon between the Parties, the fees for the Services are set out in the Order Document. WeGroup shall be entitled to invoice such fees prior to commencement of the Services. All amounts stated in the Order Document are exclusive of VAT.

5.2 WeGroup shall be entitled to index the Services annually in January based on the following formula:

$$P1 = P0 (0.2 + 0.8S1/S0)$$

Where:

P1 = the adjusted price;  
P0 = the price in year n-1;  
S1 = the Agoria index "national average reference wage cost" of the month of October of the previous year n;  
S0 = the Agoria index "national average reference wage cost" of the previous year n-1;  
Year n = the contractual year for which the price adjustment applies;  
Year n-1 = the contract year preceding year n.

5.3 All fees are payable within fifteen (15) days following the invoice date. Invoices can only be validly disputed via email ([invoice@wegroup.be](mailto:invoice@wegroup.be)) within seven calendar days following the invoice date, stating the invoice date, the invoice number and the detailed reason.

5.4 For invoices that have not been paid in full or in part by the due date, we will send a reminder. If you still have not paid 21 calendar days after this reminder, we charge a fixed compensation of 10% of the outstanding invoice amounts with a minimum of EUR 20.00 per invoice. In contracts with consumers, this compensation is limited to the maximums of art. XIX.4 of the Code of Economic Law, which at the time of the current version of these conditions are determined as follows: EUR 20.00 (for invoice amounts ≤ EUR 150.00) or EUR 30.00 + 10% of the invoice amount between EUR 150.00 and EUR 500.00 (for invoices > EUR 150.00 but ≤ EUR 500.00) or EUR 65.00 + 5% of the invoice amount above EUR 500.00 with a maximum of EUR 2,000.00 ( for invoices > EUR 500.00). For professional customers, failure to pay one invoice on the due date automatically makes all outstanding invoices due and payable, regardless of their due date. This compensation and default interest apply reciprocally if we do not meet our payment obligations. Disputes and disputes regarding this invoice or our services must be brought before the Justice of the Peace in Ghent or the Court of First Instance of Ghent or the Business Court of Ghent. Only Belgian law applies.

## 6. WEGROUP'S OBLIGATIONS

(a) WeGroup undertakes to perform the Services in a professional manner with the professionalism and care that can be expected from a diligent professional. In this respect, WeGroup shall ensure that the Cloud Service will operate materially in accordance with the Documentation.

(b) However, given the current state of the art, WeGroup does not guarantee that the use of the Cloud Service by the Customer will be uninterrupted or error-free, nor that the Cloud Service and Documentation will meet the Customer's requirements, or that the Cloud Service will be compatible with or work with any other products, services or technologies not expressly included in the Documentation. WeGroup does not guarantee that the Services are free of harmful code and/or errors.

(c) WeGroup is not responsible for the (direct or indirect) consequences of decisions taken based on the Services.

6.2 Except for any transmission through the use of the Cloud Service by the Customer of requested or generated (i) requests for payment, (ii) insurance contracts, (iii) proposals for insurance contracts, (iv) possible contract modifications, (v) information on contract upgrades, (vi) claim reports and (vi) requested information on the status of contracts or claims, WeGroup has no direct contact with the Customer's (potential) policyholder, except at the express request of the Customer.

6.3 The Customer remains the owner of its customer portfolio, clientele and resulting commissions at all times.

## 7. CAPACITY AND OBLIGATIONS OF THE CUSTOMER

7.1 The Customer expressly declares that it shall comply with all applicable laws and regulations, including but not limited to (i) the provisions of Part 6 of the Law of 14 April 2014 on insurance, (ii) the MiFID legislation and guidelines, including the relevant circulars of the FSMA and codes of conduct, (iii) Directive (EU) 2016/97 on insurance distribution (IDD) as transposed by the Belgian legislator. The Customer shall notify WeGroup without delay of any sanction that would be communicated by the FSMA and as a result of which the Customer's licence would be suspended, limited or revoked.

7.2 The Customer shall provide WeGroup with all necessary information, data and cooperation as is reasonably necessary and/or useful to enable WeGroup to fulfil its obligations under this Agreement.

7.3 In addition to the other obligations set out in this Agreement, the Customer shall:

(a) use the Cloud Services only in accordance with the terms of this Agreement;

(b) use the Cloud Services only in accordance with applicable laws and regulations. In this respect, the Customer acknowledges that WeGroup shall not be responsible for the content of the Customer Data stored, sent or received by the Customer in connection with the Customer's use of the Cloud Service;

(c) ensure that the hardware, software, network connectivity and systems comply with the relevant specifications set out in the Documentation;

(d) be responsible for obtaining and maintaining its network and telecommunication connections from its systems to the Cloud Service;

(e) take the necessary precautions to prevent the introduction and spread of viruses in the back end and/or the algorithm through the use of the Cloud Service.

## 8. FEEDBACK

8.1 Based on the Customer's experience with the Cloud Service, WeGroup may request it to provide input regarding the Services provided by WeGroup, such as, but not limited to, comments or suggestions regarding the usability and user-friendliness, possible development, modification, correction, improvement or expansion of the Services, (collectively "Feedback").

8.2 To the extent that the Feedback does not contain the Customer's Confidential Information, the Customer grants WeGroup a worldwide, non-exclusive, perpetual, irrevocable, royalty-free right to use, copy or modify the Feedback and create derivative works thereof (with the sole purpose of improving or changing the Services or the underlying Platform). WeGroup shall be entitled to grant these rights under sub-licence on the understanding that WeGroup may never disclose the origin of the Feedback to a third party and no reference shall be made to the Customer for the Feedback provided.

8.3 At the request of WeGroup, the Parties may meet at least one (1) time per year to discuss the performance of the Services.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 All intellectual property rights and other property rights relating to the Cloud Service (including the underlying Platform and any algorithms and Documentation, as well as any adjustments and/or extensions) are held by WeGroup, third-party licensors or is open-source software. Unless otherwise provided, this Agreement does not provide for a transfer of any intellectual property right.

9.2 To the extent that WeGroup would use third-party software or open-source software, the Customer agrees that such third-party software or open-source software shall be subject to the terms and conditions of such third parties and/or open-source terms and conditions (hereinafter collectively "Third-Party Terms and Conditions"). These Third-Party Terms and Conditions shall form an integral part of this Agreement. With respect to this third-party software and/or open-source software, the Customer cannot obtain more rights than those contained in the Third-Party Terms and Conditions. These Third-Party Terms and Conditions supersede the provisions of this Agreement. If and to the extent that the Third-Party Terms and Conditions are not applicable for any reason whatsoever or in the event that these Third-Party Terms and Conditions are declared inapplicable, the provisions of this Agreement shall be fully applicable.

9.3 Any intellectual property rights belonging to the Customer (including Customer Data), as well as any adjustments and/or extensions, shall remain vested in the Customer.

## 10. REGULATORY REQUIREMENTS

10.1 WeGroup recognises that the Customer's activities may be subject to the regulations of regulatory bodies. In such a case, the Customer must be able to meet the requirements of these regulators and all legal requirements in the countries in which it operates. Within this framework, WeGroup shall provide the Customer with all assistance reasonably necessary to meet these requirements. WeGroup is entitled to invoice this reasonable assistance at its applicable hourly rates at that time.

10.2 In addition to the paragraph above, WeGroup acknowledges that the above-mentioned regulatory authorities may carry out an audit of the Customer and its suppliers (including WeGroup) from time to time. WeGroup shall provide all necessary access to these regulatory authorities and in such case shall cooperate at the request of the Customer. The Customer shall, to the extent possible,

notify WeGroup in advance of a potential audit and shall use all reasonable efforts to ensure that the audit (i) takes place during office hours and (ii) does not interfere with WeGroup's activities. If the Customer requests reasonable assistance with an audit from WeGroup, WeGroup shall be entitled to invoice the Customer for such assistance at its applicable hourly rates at that time.

## 11. CUSTOMER DATA

11.1 The Customer retains exclusive ownership of all Customer Data. With respect to these Customer Data, the Customer grants WeGroup and, where relevant, its subcontractors, all rights and authorisations necessary or useful for WeGroup to perform its obligations under this Agreement.

11.2 The Customer is responsible for the accuracy, quality, integrity, legality, reliability and suitability of the Customer Data. The Customer guarantees that WeGroup is entitled to use these Customer Data for the purposes set out in this Agreement.

11.3 WeGroup shall treat Customer Data as Confidential Information in accordance with the provisions of this Agreement.

## 12. CONFIDENTIALITY

12.1 For the duration of the Agreement, WeGroup or the Customer (the "Disclosing Party") may make confidential information available to the other party (the "Receiving Party") regarding the activities of the Disclosing Party (hereinafter referred to as "Confidential Information"). Such information includes, without being exhaustive, information that consists of or relates to the Disclosing Party's technology, trade secrets, know-how, business activities, plans, strategies, prospects, customers and prices, and information that is subject to contractual or other confidentiality obligations with third parties and/or which the Receiving Party knows or should reasonably know is considered confidential by the Disclosing Party.

12.2 However, what is not considered as Confidential Information is information that: (i) was already in the possession of the Receiving Party without any limitations on use or disclosure, (ii) was developed independently or was developed without the use of or access to any Confidential Information, (iii) has become part of the public domain without any action or negligence on the part of the Receiving Party, (iv) was lawfully received by the Receiving Party from a third party without any limitations on use or disclosure.

12.3 Each Party hereby undertakes:

(a) to keep the Confidential Information confidential and not to disclose it, in whole or in part, to any person other than (i) with the prior written consent of the Disclosing Party or (ii) its employees, directors, subcontractors and consultants who have a direct need to know such Confidential Information for the sole purpose of complying with their obligations under this Agreement. The Receiving Party shall ensure that such persons are bound by confidentiality obligations no less stringent than those set forth in this Agreement;

(b) to use the Confidential Information exclusively for the purpose of complying with its obligations under the

Service Agreement and not to use such Confidential Information in a manner that could harm the Disclosing Party;

(c) to use the same degree of care and use resources that it uses to protect its own information of a similar nature, but in any event not less than reasonable care and resources, to guarantee the confidentiality of such Confidential Information and to prevent a third party from using or having access to the Confidential Information.

12.4 If the Receiving Party is required to disclose Confidential Information by law or by a competent court, the Receiving Party shall, to the extent permitted, give prior notice to the Disclosing Party of such disclosure. In such a case, the Receiving Party shall provide all reasonable assistance to prevent and/or restrict such disclosure and/or use of such Confidential Information.

12.5 Notwithstanding anything to the contrary, WeGroup has the right to collect and analyse data and other information relating to the use and execution of various aspects of the Services and/or related systems and technologies (such as, but not limited to, data that WeGroup receives from the Customer). WeGroup shall be free to: (i) use such data and information (both during the Agreement and thereafter) to improve the Services as well as for other development, diagnostic and correction purposes related to the Services and (ii) to disclose such data and information in aggregate form provided that such disclosure does not result in the release of the Customer's Confidential Information.

12.6 Unless otherwise agreed, this confidentiality obligation shall remain in force for two (2) years after the termination of this Agreement.

### 13. PROCESSING OF PERSONAL DATA

13.1 Each Party shall at all times comply with its respective obligations under the applicable legislation on the processing of personal data in relation to any personal data that might be processed under this Agreement.

13.2 The Customer undertakes to grant access only to the personal data that are necessary for the execution of the Agreement. The Customer remains solely responsible for determining the purpose of the processing of personal data under this Agreement. The Customer declares that it has obtained all necessary approvals for the use and processing of the personal data transferred to WeGroup within the scope of the Agreement. The Customer also guarantees that the content, use and/or processing of the personal data is not unlawful and does not violate any third-party rights.

13.3 The Parties' rights and obligations in relation to the processing of personal data are set out in the Data Processing Agreement which can be consulted on the website ([https://files.wegroup.be/legal/dpa\\_en.pdf](https://files.wegroup.be/legal/dpa_en.pdf)) and which forms an annex to this Agreement.

13.4 WeGroup uses [Logrocket](#) to detect problems that the Customer might encounter faster and efficiently and to solve them in no time. This tool allows WeGroup to record and replay any interaction made with the WeGroup application like a video. You have the right to prohibit WeGroup from doing so.

### 14. SECURITY AND CONTINUITY

14.1 WeGroup will take security measures in accordance with the applicable industry standard. WeGroup will use commercially reasonable efforts to put in place adequate technical and physical security measures that: (i) ensure the security and confidentiality of the data provided by the Customer, (ii) protect the data provided by the Customer against expected threats or risks that may affect the integrity of data, (iii) protect the data provided by the Customer from their unauthorised access or use.

14.2 WeGroup undertakes to have the necessary business continuity and disaster recovery procedures in place that limit the risk of interruption of the continuity of the Cloud Service to an acceptable level.

14.3 If WeGroup were to become aware of a data breach (regardless of whether or not its nature relates to Personal Data) or of a (potential) event that threatens the integrity of the data, WeGroup shall inform the Customer as soon as reasonably possible and in any event no later than two (2) Business Days after WeGroup becomes aware of such a data breach or threat to data integrity.

### 15. INDEMNIFICATION

15.1 Obligation. Provided that the Customer complies with the payment obligations under this Agreement, WeGroup shall defend the Customer at its own expense against any claims brought by third parties based on the allegation that the Cloud Service developed by WeGroup violates a Belgian intellectual property right. WeGroup shall indemnify or compensate the Customer for damages awarded *res judicata* by a court to such third party for infringement of these intellectual property rights.

15.2 Conditions. With respect to the obligations set out in Article 15.1 (*Indemnification*), the following applies:

(a) the Customer must notify WeGroup immediately and in writing of the existence and content of the claim. Notwithstanding the foregoing, WeGroup shall only be released from its indemnification obligation if such failure to notify by the Customer has a negative impact on the conduct of proceedings and/or any settlement;

(b) the Customer shall provide WeGroup with all necessary powers of attorney, assistance and information for (i) the defence (if necessary on behalf of the Customer) against all legal claims or (ii) the negotiation of a possible settlement; and

(c) the Customer grants to WeGroup exclusive control over the amicable settlement and/or procedure, albeit that WeGroup will not reach a settlement without the consent of the Customer unless such settlement unconditionally exempts the Customer from all liabilities and obligations.

The Customer has the right, through its legal counsel, to participate in the defence of the claim at its own expense. The Customer shall not make any declarations or concessions regarding the claims or consent to any settlement without the prior written consent of WeGroup.

15.3 Exclusions. WeGroup shall have no indemnification obligation if the claim: (i) arises from any unauthorised use, reproduction or distribution of the

Services, (ii) arises from the modification or alteration of the Cloud Service by anyone other than WeGroup or a third party approved by WeGroup, (iii) arises from the use of the Cloud Service in combination with any other software or equipment not approved by WeGroup in writing and for which the Cloud Service would not itself infringe, (iv) is based on information, designs, specifications, instructions, software, concerns, data, hardware or materials not developed by WeGroup (including any open source components).

15.4 Certain remedies. If it is established by a final decision that the Cloud Service in itself constitutes a violation of an intellectual property right belonging to a third party or if, in the opinion of WeGroup, there is a reasonable chance that the Cloud Service will be the subject of such a claim, the Customer grants WeGroup the right, at its own choice and at its own expense: (i) to procure the right for the Customer to continue using the Cloud Service in accordance with this Agreement, (ii) to replace the part of the Cloud Service that constitutes a breach with a similar service that does not constitute a breach, (iii) to adapt the Cloud Service in such a way that it no longer constitutes a breach but is nevertheless equivalent. If none of (i), (ii) or (iii) can be achieved with commercially reasonable efforts, WeGroup shall terminate the Cloud Service (or the relevant part) and reimburse the Customer for any unused prepaid fees.

15.5 This Article 15 (*Indemnification*) is the sole remedy and includes any liability that WeGroup may incur in connection with the violation of third-party intellectual property rights relating to the Cloud Service.

15.6 The Customer shall defend and indemnify WeGroup for claims, damages, expenses and costs arising out of or in connection with the use of the Cloud Service by the Customer (or its users), provided that: (i) the Customer is promptly notified of such claim, (ii) WeGroup provides reasonable assistance to the Customer in defending and settling such claim at the Customer's expense; and (iii) the Customer has the exclusive authority to defend or settle such claim although WeGroup will not reach a settlement without the Customer's consent unless such settlement unconditionally releases the Customer from all liabilities and obligations.

## 16. LIABILITY

16.1 Unless expressly agreed otherwise or unless the nature of the obligation reasonably implies an obligation to achieve a result, all of WeGroup's obligations under this Agreement are deemed to be obligations to use best endeavours.

16.2 WeGroup is only liable for direct damage. The liability that WeGroup may incur under this Agreement per contract year is limited to one hundred percent (100%) of the total fees (excluding VAT) paid by the Customer and payable under this Agreement for the proper performance of the Services during the contract year in which the event gives rise to the liability occurred.

16.3 Neither of the Parties shall be liable for indirect and/or consequential damage, such as, but not limited to, loss of profits, losses resulting from decisions based on the advice generated by the Cloud Service, loss of goodwill, loss of income, loss of expected savings, loss of or damage to data, loss of opportunities, activities or contracts.

16.4 Neither party may limit its liability (i) for gross negligence, (ii) for intent or fraud, (iii) for death or personal injury resulting from negligence, (iv) for damage resulting from failure to comply with Article 4 (*Access, use and limitations of the Cloud Service*) or (v) for damage which cannot be excluded or limited under applicable law.

16.5 WeGroup cannot be held liable if a (potential) policyholder is rejected by a third party (including the insurer) and/or the payment of a particular claim is refused by this third party. The Customer shall indemnify WeGroup against any claims brought by a (potential) policyholder or other third parties against WeGroup for this reason.

16.6 Nothing in this Agreement shall be construed as limiting or excluding a general duty of either Party to mitigate any damage suffered by itself or the other Party.

## 17. DURATION AND TERMINATION

17.1 Unless otherwise provided in the Order Document, this Agreement is deemed to have been entered into for a period of one (1) year ("First Term").

17.2 Unless otherwise agreed in the Order Document, the term of this Agreement shall be automatically extended for a period of twelve (12) months ("Extended Term") at the end of the First Term and at the end of each Extended Term unless one of the Parties notifies the other Party in writing of the termination of this Agreement no later than three (3) months before the end of the First Term or the relevant Extended Term.

17.3 Each Party is entitled to terminate the Agreement automatically and without prior intervention by the court if the other Party commits a material breach of the Agreement which has not been remedied within thirty (30) days after a notice of default has been served.

17.4 Either Party may terminate the Agreement immediately and automatically without any legal liability whatsoever and without prior intervention by the court if the other Party: (a) files for bankruptcy or any other insolvency proceedings, (b) receives a bankruptcy claim or any other insolvency proceedings that are not contested within twenty (20) days, (c) becomes insolvent, (d) enters into a general settlement with its creditors, (e) confirms in writing its inability to pay its due debts, (f) is assigned an administrator over its assets; or (g) is faced with a seizure of a substantial part of its assets.

17.5 WeGroup is also entitled to terminate the Agreement immediately and without any liability and without prior intervention by the court if: (i) the Customer's registration in the FSMA register is suspended, limited or revoked, (ii) the Customer is the subject of criminal proceedings or (iii) the Customer cooperates with an unregistered intermediary.

## 18. CONSEQUENCES OF TERMINATION

18.1 The expiry or termination of this Agreement (for any reason whatsoever) shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at the time of termination.

18.2 Upon expiry or termination of the Agreement, for whatever reason, and unless otherwise agreed between the Parties: (i) the Customer shall no longer be entitled to use

the Cloud Service and (ii) the Customer shall pay all sums and costs owed until termination or expiry.

18.3 Insofar as strictly necessary to remove the Customer data from the Platform, the Customer is, by way of derogation from 18.2, entitled to use the Cloud Service for a period of up to thirty (30) days after termination or expiry of the Agreement. After this period, WeGroup will no longer be obliged to retain or provide Customer Data and will thereafter, unless prohibited by law, delete all Customer Data provided. However, WeGroup is not obliged to remove copies of Customer Data from its backup media and servers until such time as the backup copies will be deleted. Alternatively, WeGroup may, at the request of the Customer, make the Customer Data available to the Customer in the format agreed between the Parties. WeGroup is entitled to invoice the time it spends at its applicable standard rates at that time.

## 19. SUSPENSION

19.1 WeGroup is entitled to suspend the Cloud Services if: (i) the fees to which WeGroup is entitled under this Agreement were not paid within a period of one (1) month after they became due and payable, (ii) WeGroup may reasonably assume that the Customer's use of the Cloud Service constitutes a breach of applicable law, (iii) the Customer uses the Cloud Services in contravention of the provisions of this Agreement and/or such use disrupts the normal operation of the Cloud Service, (iv) the security of the Cloud Service (or the underlying Platform) is affected or (v) WeGroup has the option of terminating this Agreement.

19.2 In the event of suspension, as set out above, WeGroup will make reasonable efforts to inform the Customer of this twenty-four (24) hours in advance. Notwithstanding the above, WeGroup may provide for a shorter notification period or even refrain from such notification if this would be necessary to protect the interests of WeGroup, the Customer or another third party.

## 20. FORCE MAJEURE

20.1 Neither Party shall be liable for any failure or delay in performing its obligations (other than any obligation to pay) under this Agreement as a result of a Force Majeure Event.

20.2 In the event of a Force Majeure Event, the non-executing Party shall be exempted from further performance or from complying with the obligations affected for as long as such circumstances persist and such Party shall continue to make all reasonable efforts to resume performance or compliance without delay.

20.3 Any Party whose performance is thus delayed shall immediately notify the Party to whom the performance is due by telephone and describe in reasonable detail the circumstances causing such delay.

## 21. GENERAL

21.1 Full agreement and amendment. This Agreement (including its annexes, whether or not via a hyperlink, and the Order Document) contains the full rendition of the rights and obligations of the Parties and supersedes all prior agreements and proposals, both verbal and in writing, including any terms and conditions of the Service Provider. Except as otherwise provided in this Agreement,

derogations from and additions to this Agreement shall only be valid if agreed in writing between the Parties.

21.2 Transfer. Neither Party may transfer the Agreement in whole or in part without the prior written consent of the other Party. However, such consent is not required if a Party wishes to transfer the entire Agreement to (i) an affiliated company capable of meeting the obligations under this Agreement or (ii) a legal successor in the context of a merger, acquisition or sale of all or nearly all of the assets of the transferring Party.

21.3 Notices. All notices, requests and other communications under this Agreement (excluding daily operational communications) shall be made in writing and shall be deemed to be regulatory when sent by registered letter (with return request) or through a recognised delivery service guaranteeing traceability. This notice may be sent to the address specified in the Order Document. A Party may change its address by giving prior written notice to the other Party of the new address stating the date on which such change shall take effect.

21.4 Relationship between the Parties. WeGroup is completely free and independent in performing the Services. There is no hierarchical relationship between WeGroup (or employees, agents or subcontractors on which WeGroup relies for the performance of the Services under this Agreement) and the Customer. Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency or otherwise between the Parties. Unless otherwise agreed, neither Party shall be entitled to enter into an agreement on behalf of the other Party.

21.5 Divisibility. Any nullity of one of the provisions of this Agreement (or a part thereof) shall in no way influence the validity of the other provisions, despite the nullity of the disputed provision. The Parties shall do their utmost to replace by mutual agreement the null and void clause (or the part that is null and void) with a valid clause having the same or substantially the same economic impact as the null and void clause.

21.6 Hierarchy. In the event of a conflict between the provisions of the underlying document, its annexes and the Order Document, the following hierarchy shall apply: (i) the Order Document, (ii) the annexes and (iii) the underlying document. For the avoidance of any doubt, the Parties expressly acknowledge that additional terms and conditions such as purchase or invoice conditions do not apply, even if these conditions are different.

21.7 Subcontracting. WeGroup has the right to use subcontractors to perform its obligations under this Agreement, although such subcontracting shall not reduce WeGroup's liability under this Agreement.

21.8 Non-Recruitment. For the duration of the Agreement and for a period of one year after the termination, neither Party shall (directly or indirectly) recruit or (attempt to) employ any employee of the other Party as an employee and/or freelance consultant (other than through general advertisements not specifically aimed at a person or persons).

21.9 Public disclosures. WeGroup may include the Customer in its customer list, publish a brief description of the contract and use the Customer's name and brand for publicity purposes and PR activities.

21.10 Waivers. No Party to this Agreement shall be deemed to have waived any right or claim under the Agreement or concerning any breach of contract by the other Party unless such waiver has been expressly notified in writing. If, in application of this provision, a Party waives any rights or claims under the Agreement arising from a default or other breach of contract by the other Party, such waiver can never be interpreted as a waiver of any other right under the Agreement or relating to a default or other breach of contract, even if both cases show significant similarities.

21.11 Survival. All provisions of the Agreement that are expressly designated as surviving the termination or expiry of the Agreement, as well as all provisions that provide for its implementation or compliance after the termination or

expiry of the Agreement, shall survive the termination or expiry and remain in full force and effect.

## 22. APPLICABLE LAW/COMPETENT COURT

This Agreement and any disputes or claims arising out of or relating to this Agreement or its subject matter shall be governed by and construed in accordance with Belgian law, to the exclusion of any choice of law rules of private international law.

22.1 All disputes that may arise from or relate to this Agreement shall be exclusively and definitively settled by the competent courts of Ghent.