

# **GENERAL TERMS OF BUSINESS**

## **1. ENFORCEABILITY AND SCOPE OF THE GENERAL TERMS OF BUSINESS**

### Enforceability

These general terms of business shall prevail over any other general terms of business governing assignments accepted by vzw SECUREX BUSINESS COUNTER - GO START (hereinafter referred to as "SECUREX BUSINESS COUNTER"), unless special conditions expressly approved by SECUREX BUSINESS COUNTER stipulate otherwise. Any other, more extensive or contradictory, general terms of business communicated to SECUREX BUSINESS COUNTER shall be deemed not to have been accepted, unless specific provisions in the SECUREX BUSINESS COUNTER offers or contracts stipulate otherwise. Unless expressly provided otherwise, the special conditions of the SECUREX BUSINESS COUNTER offers or contracts shall - as regards the subject matter only - prevail over the SECUREX BUSINESS COUNTER general terms of business. The client confirms to have taken cognizance of those conditions and to accept them in their entirety.

Save as otherwise provided, the present general terms of business are legally binding on the parties and shall govern any future appendices and/or agreements concluded between SECUREX BUSINESS COUNTER and the client.

### Scope

SECUREX BUSINESS COUNTER is a vzw (non-profit association), accredited as a Business Counter, to, on behalf of its clients, fulfil any formalities with the Crossroads Bank for Enterprises. It also offers consultancy services in areas such as administrative and legal support, training, marketing and financial coaching.

### Qualification

The present agreement shall be construed as a service contract.

The parties hereby exclude any relationship of subordination. SECUREX BUSINESS COUNTER acts completely autonomously and without exclusivity.

## **2. OBLIGATIONS INCUMBENT ON THE PARTIES**

### Obligations incumbent on SECUREX BUSINESS COUNTER:

SECUREX BUSINESS COUNTER hereby undertakes to do everything in its power to perform the assignment described in the agreement, with due regard for the client's specifications and instructions. SECUREX BUSINESS COUNTER undertakes to regularly update the client on how its assignment is progressing.

The undertakings by SECUREX BUSINESS COUNTER shall be construed as a best endeavours obligation only.

### Invoicing and payments

SECUREX BUSINESS COUNTER shall invoice its services in line with the rates laid down in the agreement and on the basis of the actual costs it incurred as corroborated by supporting documents. The SECUREX BUSINESS COUNTER prices are exclusive of VAT.

### Reviews

SECUREX BUSINESS COUNTER shall unilaterally increase its rates in the event of an increase in its direct or indirect labour costs or in any other factor influencing its actual labour costs; SECUREX BUSINESS COUNTER shall also unilaterally increase its rate in the event of an increase in the consultant's basic salary as a result of indexation.

### Payment terms

The SECUREX BUSINESS COUNTER invoices are payable net, without discount, on receipt and by direct debit, unless otherwise provided in writing.

### Disputes

Any dispute with regard to an invoice shall be notified to SECUREX BUSINESS COUNTER by duly substantiated registered letter within 15 calendar days of the invoice date. Once that period has expired, the complaint becomes inadmissible.

### Interests and penalties

Any invoice that has not been settled within the aforementioned period shall, in accordance with article 5 of the Belgian Act of 2 August 2002 on the fight against late payments in business transactions, automatically and without prior formal notice be subject to moratorial interests as of its due date. In that case, the client shall furthermore, automatically and without prior formal notice, be liable for penalties fixed at 15 % of the principal of the invoice.

### Collectability of the claims

The fact that SECUREX BUSINESS COUNTER has agreed to defer an invoice's settlement date on one or more occasions shall not be construed as the client having acquired a right on payment terms or payment periods. Non-payment on the due date shall in all cases cancel any facilities that may have been granted and shall render any amounts due to SECUREX BUSINESS COUNTER immediately payable.

### Suspension of the services

## **GENERAL TERMS OF BUSINESS**

If an invoice is not settled within two weeks of receipt of a reminder to pay, SECUREX BUSINESS COUNTER shall furthermore be entitled to suspend its services or to dissolve the agreement without prior notice or compensation.

### **3. LIABILITIES**

#### Loss of documents - accuracy of data

On no accounts shall SECUREX BUSINESS COUNTER be held liable for the loss or accidental destruction of documents it was entrusted with. Unless otherwise provided, it will invariably be presumed that the documents furnished are copies of originals the client has on file. Solely the client is responsible for any measures that need to be taken to ensure that his data are safeguarded.

The client shall assume sole liability for the accuracy of the data communicated to SECUREX BUSINESS COUNTER.

SECUREX BUSINESS COUNTER declines any and all responsibility for any prejudice that may be sustained as a result of an inaccuracy or the incomplete communication of any information that is necessary for or relevant to the performance of its assignment.

#### Non-performance

SECUREX BUSINESS COUNTER cannot under any circumstances be held liable for the non-performance of the client's obligations as described in the agreement and/or in the general terms of business. The client shall safeguard SECUREX BUSINESS COUNTER against any claims from third parties ensuing from a breach of contract by the client it was held accountable for.

Neither shall SECUREX BUSINESS COUNTER assume any liability for the client's failure to implement or to fully implement the SECUREX BUSINESS COUNTER recommendations or recommendations in respect of which SECUREX BUSINESS COUNTER expressed its reserves. SECUREX BUSINESS COUNTER furthermore declines any and all liability for the consequences of any decisions the client may take without having notified it.

Unless otherwise provided in the agreement, the assignment of SECUREX BUSINESS COUNTER shall be limited to administrative tasks, management tasks or advisory duties; the client remains responsible for compliance with his statutory and contractual obligations whether vis-à-vis his staff and clients or vis-à-vis the NSSO (National Social Security Office), the tax authorities or any other third party.

#### Non-performance or delay on the part of SECUREX BUSINESS COUNTER

SECUREX BUSINESS COUNTER cannot be held liable for any consequences ensuing from the non-compliance or delay in the performance of its obligations if said non-compliance or delay is the result of an amendment to its assignment, a request for additional services, circumstances beyond its control, such as notably events of force majeure or arbitrary measures.

#### Concurrence of liabilities

SECUREX BUSINESS COUNTER shall not be held liable for any errors other interveners may have committed within the framework of the assignment it is entrusted with. If the client has been prejudiced as a result of the flawed collaboration between the various intervening parties, amongst whom SECUREX BUSINESS COUNTER, the latter shall be obliged to redress the prejudice it has caused only and this for up to its part relative to the part of the other interveners, without joint and several liability or *in solidum* liability.

#### Limitations of liabilities

In the event of prejudice sustained for fault of SECUREX BUSINESS COUNTER, its liability shall be limited to the direct and foreseeable losses, to the exclusion of any indirect losses, such as the loss of opportunity, loss of profits, loss of clientele, damage to reputation, etc. Physical damage excepted, liability on the part of SECUREX BUSINESS COUNTER shall be limited to the (VAT exclusive) amount the client has annually paid for the services that caused the prejudice.

### **4. CONFIDENTIALITY**

Within the framework of the present agreement, each party undertakes to treat any information that is exchanged in the course of the performance of the assignment and also for a period of 12 months after the assignment has come to an end as confidential.

As a consequence, each party more specifically undertakes not to disclose the content of the present agreement (such as more specifically any information that is received during the performance of the assignment, the nature of the assignment performed, the questionnaire and the answers to the questionnaire, the results and conclusions of the work) without having obtained the prior consent of the other party in writing, unless compelled to do so on foot of a statutory or regulatory provision.

In the latter case, the other party shall be notified in advance about the nature and the content of the information communicated.

The provisions on confidential information shall not apply to information:

- that is in the public domain;
- that is already known to the recipient and was not obtained from the other party, whether directly or

## **GENERAL TERMS OF BUSINESS**

indirectly;

- the recipient lawfully received from a third party.

### **5. DISSOLUTION**

If either one of the parties fails to meet one or more of its material contractual obligations, such as e.g. the non-settlement of invoices on their due date, a violation of the confidentiality obligation, etc., and if the breach in question is not redressed within two weeks of formal notice to that effect having been issued, the other party shall be entitled to terminate the agreement for fault of the defaulting party, by written notification to the defaulting party, without prejudice to the notifying party's right to claim damages to compensate it for the prejudice sustained.

If either one of the parties goes bankrupt, becomes insolvent or ceases trading, the other party shall be entitled to consider the agreement ipso jure and without any legal formality terminated, save in the event of composition where the agreement shall be ipso jure dissolved if the administrator, within two weeks of having been formally requested to determine his position, declares to assume the contractual obligations.

### **6. AMENDMENTS TO THE ASSIGNMENT AND ADDITIONAL SERVICES**

Any request by the client to amend the SECUREX BUSINESS COUNTER assignment as defined in the agreement and/or any request for additional services SECUREX BUSINESS COUNTER agrees to shall be laid down in writing.

SECUREX BUSINESS COUNTER reserves the right to turn down any request for an amendment to its assignment or for additional services if this would result in the essence of the agreement being compromised.

Any amendment to the assignment and/or any additional services that are provided shall be subject to a surcharge in line with the rates specified in the agreement and on the basis of the actual costs.

### **7. INTELLECTUAL PROPERTY RIGHTS AND RETENTION OF TITLE**

SECUREX BUSINESS COUNTER is and remains the owner of any and all copyright, more specifically the copyright on any course material, questionnaires, databases, sample documents, etc., in whatever format, SECUREX BUSINESS COUNTER develops or uses within the framework of its services to the client.

SECUREX BUSINESS COUNTER is and remains the exclusive owner of any and all rights, more specifically the

intellectual property rights in any course material, questionnaires, databases, sample documents, etc., it has developed until such time as their price, principal, interests and costs, has been settled in full. Not until such time as their price, principal, interests and costs, has been settled in full, shall the client have a non-exclusive and non-transferrable right to use the course material, questionnaires, databases, sample documents, etc.

SECUREX BUSINESS COUNTER reserves the right to use the course material, questionnaires, databases and sample documents that were produced for the client for entirely different purposes and/or for the benefit of other clients.

### **8. PROTECTION OF PERSONAL DATA**

As data controller, Securex undertakes to process your personal data in accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter 'General Data Protection Regulation').

Securex processes the personal data supplied by the client for the following purposes:

- Additional business counter services, legal and administrative support, business coaching and training, first-line advice on obligations and costs, optimisation of business processes and the organisational structure.
- Client management (processing necessary for the performance of the contract) including dispute management (on the basis of the legitimate interest of Securex).
- Direct marketing (processing justified on the basis of the legitimate interest of Securex). Note that this processing purpose only concerns the data of the client's contact person(s).

In all cases where the processing of personal data is necessary for the performance of the contract, Securex cannot perform the contract with the client company if the latter fails to provide the required information.

The personal data in question will be kept for ten years after the end of the contractual relationship with the client.

Securex may disclose the personal data to the following recipients:

- recipients within the client company or connected to that company;
- governments and courts;
- intermediaries to whom data subjects have given a power of attorney to manage data;
- sub-processors acting for Securex.

Securex will process the personal data concerned exclusively within the European Economic Area, except in relation to its marketing activities.

The data subject has the following rights (subject to the

## **GENERAL TERMS OF BUSINESS**

conditions of application described in the applicable legislation):

- the right to inspect and rectify or erase personal data relating to him or her, or to restrict processing relating to him or her;
- the right to data portability;
- the right to withdraw his or her consent at any time;
- the right to submit a complaint to the appropriate supervisory authority;
- the right to oppose the processing of his or her personal data for direct marketing purposes free of charge.

To exercise these rights, the data subject concerned must comply with the applicable legal conditions. More information about this can be requested by email from: [privacy@securex.be](mailto:privacy@securex.be).

### **9. ASSIGNMENT AND SUBCONTRACTING**

Neither party shall be entitled to, whether in part or in full, assign the rights or obligations ensuing from the present agreement without having obtained the prior and express consent of the other party.

The client authorises SECUREX BUSINESS COUNTER to fully or partially subcontract its assignment to a third party.

### **10. FORCE MAJEURE**

The performance of the parties' respective obligations shall be suspended on the occurrence of events such as power cuts, operational or transport disruptions, interruptions in supply, strikes, lockouts, terrorist attacks, adverse weather conditions, and in general, on the occurrence of any similar events affecting the parties and causing a delay in or preventing the performance of their respective obligations. The party invoking any such event shall, as soon as possible, furnish the other party with proof of the event in question. The performance of the obligations shall be suspended until the other party has been notified that the event has come to an end; in that respect it is hereby agreed that neither party shall be entitled to claim damages from the other party. The parties shall deploy their best efforts to inasmuch as possible contain the problems and/or the damage caused. If the event of force majeure persists for more than 30 working days, the parties shall do everything in their power to agree on the future performance of the contract of sale. If no agreement can be reached, either party shall be entitled to terminate the agreement by notifying the other party to that effect in writing.

### **11. NULLITY**

The nullity or inapplicability of any one provision of these general terms of business shall not in any way affect the validity or the applicability of the other provisions. In that case, the parties undertake to replace the null and void or

inapplicable provision with a valid provision which, from an economic point of view, approximates the null and void or inapplicable provision as closely as possible.

### **12. ENTIRETY OF AGREEMENT**

The agreement, including the present general terms of business, encompasses the entire agreement between the parties on the subject matter described therein. This agreement cancels and replaces any earlier understandings and agreements on the subject matter of these general terms of business, whether oral or written.

### **13. NOTIFICATIONS**

Any communications or notifications between the parties shall be lawfully effected by registered letter, fax or e-mail, with acknowledgment of receipt; in respect of SECUREX BUSINESS COUNTER, they shall be validly effected at the following address:

Address: Sint-Michielswarande 30, 1040 BRUSSELS  
VAT no.: BE 0480 270 952  
E-mail: [go-start@securex.be](mailto:go-start@securex.be)

### **14. WAIVERS AND AMENDMENTS**

Any deviations from or waivers of any one provision of these general terms of business shall not be construed as a waiver of the other provisions of these general terms of business, which shall remain in full force and effect.

Any time these general terms of business are amended the client shall be furnished with a new version of these general terms of business which shall, unless otherwise agreed between the parties, replace the previous version.

### **15. APPLICABLE LAW AND COMPETENT COURT**

The present agreement is governed by Belgian law. Solely the courts of Brussels have jurisdiction to take cognizance of any disputes regarding the negotiation, conclusion, interpretation, performance and the dissolution of this agreement.