

Definitions

“**Approach**” or “**Approach Cyber**” mean Approach Belgium NV/SA, a company organized and existing under the laws of Belgium having its office at 1435 Mont-Saint-Guibert, Rue Edouard Belin 7 and registered in the Crossroads Bank for Enterprises under number 0427.365.964 (RLE Walloon Brabant).

“**Business Day**” means any day other than Saturday, Sunday and any day which is a Belgian public holiday that consists of eight (8) hours.

“**Calendar Day**” means every day shown on the calendar including Saturdays, Sundays, and public holidays.

“**Client**” means the legal entity identified in the Order which signs the Order.

“**Confidential Information**” means all information, in whatever form, including but not limited to, information of technical, commercial, operational, organizational, legal or financial nature relative to Approach or the Client. Information which, upon disclosure by the disclosing Party, has already become part of the public domain, without such eventuality, however, being the result of a violation of the provisions of these Terms or another obligation, shall not constitute Confidential Information.

“**Open Source License**” means any license that: (a) requires the licensor to permit reverse-engineering of the licensed software or other software incorporated into, derived from, or distributed with such licensed software; or (b) requires that the licensed software or other software incorporated into, derived from, or distributed with such licensed software (i) be distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be distributed at no charge.

“**Party**” means a party to this Agreement.

1. Professional Services

1.1 The Client appoints Approach, who accepts, to act as a provider of particular Services (the “**Services**”) as set out in these general terms and conditions (the “**General Terms and Conditions**” or the “**Terms**”) and further described in the proposal provided by Approach to the Client (the “**Proposal**”), the order (the “**Order**”) and the applicable specific conditions (the “**Specific Conditions**”). Approach will do everything possible to perform the Services in accordance with the best professional practice applicable at the time when the Services are provided. The most recent version of these Terms shall be available on Approach’s website: www.approach-cyber.com/en/terms-conditions.html

1.2 When applicable, the Parties shall enter into a Data Processing Agreement (“the **DPA**”), in accordance with the applicable data protection regulations, which shall apply to the processing activities executed under the Terms and the Order.

1.3 In the event of a conflict between the provisions of these Terms, the provisions of an Order, the provisions of the Proposal, the provisions of the Specific Conditions, and the DPA, the following order shall govern: the DPA first, the Specific Conditions, then, the Order, then the Proposal and finally the General Terms and Conditions. No terms and conditions of any nature and of any name, which the Client applies and/or to which the Client refers to, are applicable and all such terms and conditions are hereby explicitly rejected by Approach. These Terms are an integral part of every agreement between Approach and the Client.

1.4 Without prejudice to the timetable agreed in the Order and/or the Proposal, Parties undertake to meet regularly in order to review the fulfillment by each of the Parties of the obligations arising out of the Order. Requests for convening these meetings will be made in writing at the initiative of the first Party to do so. The meeting must take place within a reasonable timing.

1.5 Approach shall provide the Services in complete independence and shall plan its activities as it sees fit. This independence constitutes an essential element of these Terms, without which the Parties would not have concluded it. Approach has the right to decide which tools and methods are used in the execution of the Services, without prejudice to the provisions of the Order.

1.6 In no case shall these Terms be interpreted as an employment contract between the Client and the person or persons assigned by Approach.

1.7 The Client expressly recognizes that Approach may have recourse to third party services or products in order to perform the Services.

1.8 Approach shall be entitled to reassign or remove any of its resources assigned pursuant to an Order upon prior written consent of the Client (except in case of a force majeure event, including but not limited to dismissal of the resource or physical unavailability of the resource).

1.9 Approach will perform the Services during Business Days, unless otherwise agreed in the Order. In case Approach performs or has performed Services in excess of the agreed upon Business Days, these Services will be qualified as overtime. Overtime must be compensated as per the applicable rates: 150% for overtime in excess of the Business Days or on Saturday and 200% for overtime on Sundays or public holidays, unless otherwise agreed in Order.

1.10 In the context of its Services, Approach may resell certain third-party software to the Client (the “**Third-Party Software**”). The use of such Third Party Software is subject to the license limitations, guarantees, liability limitations, financial conditions and any other contractual terms, including any End User License Agreement, (“**Third Party Warranties**”) of the software provider concerned (“**Third Party Software Provider**”) and, for the avoidance of doubt, to the Client’s timely payment of the applicable licensing fees. By signing an Order, the Client explicitly accepts the applicability of the specific conditions for the Third Party Software. The Client shall address any potential claims exclusively to the Third Party Software Provider. The Client acknowledges and agrees that, to the extent permitted by applicable law, Approach does not accept obligations, nor provide any warranties, with respect to the Third Party Software in addition to the Third Party Warranties. To the extent the Third Party Software Provider provides Approach with the possibility to transfer any Third Party Warranties to the Client, Approach will transfer these Third Party Warranties to the Client. The Client shall

exclusively direct itself to the Third Party Software Provider for the execution of any Third Party Warranties.

2. Client’s obligations

2.1 By approving the Order, the Client acknowledges that it has been informed by Approach of all the important elements of the Services, and that it is fully aware of them.

2.2 As far as the Services are carried out on its premises, the Client undertakes to supply the computer facilities (hardware and software), internal email, telecommunication services, remote services, diverse information, internal documents, reference library, secretarial services and any other infrastructure or equipment that may reasonably be useful to Approach in its performance of the Services, except to the extent that this material is supplied by Approach in accordance with the Order.

2.3 The Client will at once inform Approach of any delay or particular problem in connection with the performance of the Services.

2.4 The Client acknowledges and agrees that in order for Approach to effectively perform the Services in a proper, timely and efficient manner, the Client must cooperate with Approach by (i) making available on a timely basis management decisions, information, and approvals; and (ii) at no cost to Approach, providing timely and appropriate access to the Client facilities, personnel, equipment, resources and systems, and any relevant information and documentation (to be accurate and complete) as necessary to facilitate performance of the Services (iii) to provide Approach free of charge and in an efficient way all reasonable assistance required to perform the Services.

2.5 The Client is responsible for preserving the necessary back-ups and data supplied by Approach.

2.6 The Client is obliged to ensure that the Services provided by Approach will be used in accordance with the instructions and advice given by Approach.

3. Fees and Payment Terms

3.1 The Services shall be provided on a time and material basis or fixed price basis, as specified in the relevant Order. Time and material engagements shall be charged at the rates set out in the Order. If applicable, the Client shall pay the licensing fees for the Third-Party Software.

3.2 The Client shall reimburse Approach for any reasonable costs incurred in connection with the performance of the Services, including, but not limited to, the travel expenses for travel abroad, out-of-pocket expenses and accommodation related expenses for travel abroad. Such costs will be charged to the Client and be payable under the same payment terms as applicable to the fees, unless expressly stated otherwise in the relevant Order. For any such cost in excess of EUR250, Approach will obtain prior approval of the Client.

3.3 Approach will invoice the Client monthly (or in accordance with the invoicing milestones specified in the relevant Order). All invoices will be paid by the Client within thirty (30) Calendar Days from the invoice date in the currency specified in the Order.

3.4 In the event any amount due under an invoice remains unpaid on the due date, such outstanding amount shall automatically be subject to late payment interest in accordance with the Act of 02/08/2002 on combating late payment in commercial transactions (as amended from time to time).

3.5 In the event the Client fails to pay the amounts due within thirty (30) Calendar Days from receipt of a payment default notice, Approach shall be entitled to suspend the Services until the date of full payment of the amounts due under these Terms, without prejudice to the possibility of terminating the Order and these Terms.

3.6 All amounts payable to Approach under these Terms shall be paid without the right to set-off or counterclaim and free and clear of all deductions and withholdings whatsoever, unless the same is required by law.

3.7 The amounts payable under these Terms do not include any applicable value added tax or other taxes, which shall be additionally charged to the Client. The Client shall be solely responsible for payment of all federal, state or local import, usage, value added, withholding or other taxes or duties associated with the supply or use of the Services and resulting deliverables or which may be levied or based upon the fees, the expenses or any part thereof, and the Client shall promptly reimburse Approach for any such taxes or duties paid by Approach.

3.8 Approach shall have the right to increase all prices included in the Professional Service Order (“**Price revision**”), on an annual basis. This yearly increase will be defined in January of each year (“**Revision Date**”) according to the following formula:
$$R_n = R_0 \times (S_n/S_0)$$

- R_n = New price
- R_0 = Current price (i.e. the price applied by Approach in the month immediately preceding the Revision Date)
- S_n = The Reference wage costs Agoria Digital as published by Agoria on, at the latest, the 15th of January of the year of revision
- S_0 = The Reference wage costs Agoria Digital as published by Agoria on, at the latest, the 15th of January of the year prior to the year of revision

The Reference wage costs Agoria Digital is available for free on www.agoria.be. Or, if the Reference wage costs Agoria Digital is no longer published, Approach will use the reference replacing it or failing such reference will use another reference reflecting the increases of labour cost, or another reference as specified in the Order. The new price, calculated on the basis of aforementioned formula, will be applied by Approach for all Services performed as of each 1st of January of the applicable year.

4. Acceptance of the Services

4.1 The Services will be deemed accepted upon delivery, except as set out otherwise in the Order.

4.2 If the Client wishes to make changes to a specific task or part of the Services

already accepted, the Client is required to send Approach a separate written order.

4.3 For each Service ordered, the Parties may agree on the mode, frequency and purpose of the reports that Approach may be required to send to the Client. In this event, the Client will be required, within the time indicated in the confirmation of the Professional Services, to note its agreement, with such report or to submit its possible observations in writing. In the absence of any reply from the Client within this period, the report will be regarded as having been accepted by the Client.

4.4 Time-scales that may be given for performing the Services are purely indicative and in the absence of any stipulation to the contrary, not binding on Approach, nor do they render it liable.

5. Intellectual Property Rights

5.1 Each Party remains owner or holder of the rights over any document (in particular reports, programs, manuals, magnetic disks or tapes, lists, and other documentation, or any medium regardless of its form), software (in object code and source code), programs, databases, documentation, methods, inventions and of intellectual property rights and, in particular, patents, trademarks and copyright, including all know-how and knowledge that it possesses when signing the Order or over which it holds a license to use (referred to collectively as "**Prior Knowledge**"). The Client acknowledges that any software tools licensed under the Order (or any other agreement between the Parties) shall be considered Prior Knowledge.

5.2 The Parties undertake to use the Prior Knowledge of the other Party only for the purposes of exercising its rights and obligations under the Order and not to infringe, directly or indirectly, the Intellectual Property Rights of the other Party.

5.3 For the avoidance of doubt, any intellectual property rights in any improvements made by Approach to Approach's Prior Knowledge in connection with providing the Services shall be owned by Approach. Nothing in this Order shall prevent or restrict Approach from using those improvements to its Prior Knowledge for any other service benefiting third parties.

5.4 All systems, programs, software (both object code and source code), schedules, drawings, plans, designs, models, documentation, databases, texts, manuals, reports, diagrams, algorithms, analyses, methodologies, technologies, manufacturing and commercial secrets, trade names, trademarks, domain names, tools, procedures, methods, inventions, discoveries, improvements, innovations, know-how, and any other work created designed, developed or produced by or on behalf of Approach, alone or together with others, whether or not using the buildings, machines or tools of the Client, during or on the occasion of the performance of the Services, to the extent explicitly agreed between Parties in an Order, (hereinafter jointly or separately designated as the "**Work(s)**") remain or become the property of the Client, unless otherwise agreed between Parties. This implies but is not limited to the transfer to the Client of all intellectual property rights to this Work. All intellectual, industrial and other ownership rights (including but not limited to patent rights, copyrights, neighboring rights, trademark rights, rights to the trade name, drawing and design rights, rights to topographies of semiconductor products, rights to domain names, rights to databases, rights to computer programs, goodwill, reputation) (hereinafter jointly or separately designated as the "**Intellectual Property Rights**") to the Work, that during or on the occasion of the execution of the Agreement arise or will arise on the part of Approach, are immediately and exclusively transferred to the Client from the moment of their inception or from the signing of the present Agreement if it concerns already existing rights. These Intellectual Property Rights are transferred to the Client for internal use only or to use within their organization and to the extent permitted by these Terms. The Client shall not sublicense any Works to its clients or third parties.

5.5 The Works shall be transferred without additional compensation, other than the remuneration that is owed in execution of the Terms or the relevant Order.

5.6 Notwithstanding anything to the contrary in these Terms, Approach shall be entitled to use the ideas, concepts, methodologies, processes and knowhow developed or created by Approach in the course of performing the Services. Nothing in these Terms shall preclude Approach from acquiring, marketing, developing, providing or using for itself or others, services or other products that have the same or similar functions to the Services provided to the Client under these Terms, save to the extent that such use would result in a breach of Approach' confidentiality undertakings under these Terms.

5.7 Approach will use its best efforts not to incorporate into, combine with, or distribute in conjunction with the Services and/or the Works (or any portion thereof), or a derivative work thereof, any open source code in a manner that subjects the Works (or any portion thereof), or a derivative work thereof, to any Open Source License (except (i) a BSD License, (ii) and MIT License or (iii) with the express prior written consent of the Client). In any event the Client acknowledges the potential usage of open source code in the Works and shall not hold Approach liable for any Open Source License in the Works.

6. Confidential Information

6.1 Each Party agrees to maintain in confidence and not to disclose to any third party any Confidential Information obtained by it in the course of the performance of these Terms, without the prior written consent of the disclosing Party. The receiving Party will discontinue use of the disclosing Party's Confidential Information and return at the end of these Terms (or of the Order) all documents (or copies made by it) belonging to the disclosing Party.

6.2 Either Party shall, both during the performance and five (5) years after the termination of these Terms, irrespective of the reason for said termination, keep the Confidential Information of the other Party secret and refrain from disclosing it or using it to its own benefit or to the benefit of third parties or for other purposes than for the performance of these Terms.

6.3 Either Party is liable to the other Party for non-compliance with the obligations mentioned in this article by its employees or representatives.

7. Term and Termination

7.1 Notwithstanding any specific terms included in the underlying Terms or the DPA (such as the relevant time periods in articles 6 and 8 of these Terms), these Terms have been entered into for either (i) an indefinite period of time and shall continue until they are terminated by either Party on giving prior written notice of three months or as specified in the Order or (ii) for a definite period of time, in which case no termination for convenience shall be allowed for any Party. Such period of time of the Terms shall be specified in the Order.

7.2 These Terms or any Order may be terminated by either Party (the "**Non-Defaulting Party**") immediately in the event of a material breach of these Terms or such Order (including payment default) by the other Party (the "**Defaulting Party**"), upon giving a written notice of such a breach to the Defaulting Party. Parties hereby agree and acknowledge that any failure to pay the outstanding amounts within thirty (30) Calendar Days from receipt of a payment default notice will constitute a material breach of these Terms.

7.3 In addition, without prejudice to the right of either Party to claim compensation for the prejudice caused, the Terms may be terminated by either Party if (a) the other Party is subject to a proceeding of liquidation, a judicial reorganization, a bankruptcy or insolvency proceeding; (b) if it has become impossible to perform these Terms owing to force majeure for an uninterrupted period of thirty (30) Calendar Days.

7.4 Any termination of these Terms shall not release either Party hereto from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under contract, at law or in equity with respect to any breach of these Terms.

7.5 Upon termination of a Order or the Terms for whatever reason, the Client shall promptly pay Approach any fees and expenses accrued up to and including the termination date, without prejudice to any additional termination compensation and damages as may be due by the Client hereunder or under the Order being terminated.

7.6 Cancellation or termination of the Order terminates, at the cancellation date, all obligations of Approach to supply any Services.

7.7 When the Order is cancelled for any reason whatever, the Client authorizes Approach to enter its premises, during working hours, to remove its equipment, notwithstanding the existence of any legal proceedings or dispute between Approach and the Client relating to the Order.

7.8 Within three (3) Business Days following the cancellation of the Order for whatever reason, the Client shall return to Approach all information belonging to it, including media on which it exists, except where, because of its form and nature, such information cannot be given back or has been copied onto another medium. In these two cases the information and documentation must be destroyed or erased by all appropriate means, and the Client is required to certify in writing, within three (3) Business Days of cancellation, that it has carried out the destruction or erasure of the information concerned.

7.9 In the event Services of Approach being terminated through whatever fault of the Client, and particularly for the latter's failure to honour the provisions of the Order, the Client will immediately pay Approach a fixed compensation of damages equal to the greater or the following sums: (i) fifty thousand euros (€50.000) or (ii) the total of the amounts invoiced by Approach over the last six (6) months of carrying out the Services, without prejudice to Approach's right to apply for compensation of greater damages where applicable.

8. Non-solicitation

8.1 The Client will not, without the prior written authorization of Approach, for the duration of the Terms and the relevant Order, and for one (1) year after termination thereof, hire or otherwise engage, in whatever capacity (including as an employee or consultant), or solicit the Services of any personnel member of Approach or its subcontractors, or have such employees and/or subcontractors work for him, either directly or indirectly (with companies wherein the Client has direct or indirect interests), approach them for this purpose or recommend them for employment to third parties while such person is employed or engaged by Approach and during six (6) months after such employment or engagement ends. For the purposes of this article, "**hire**" means to employ an individual as an employee or engage such individual as an independent contractor, whether on a full-time, part-time or temporary basis.

8.2 If the provisions of this article are violated, the Client shall, upon first request of Approach, pay liquidated damages equal to eighteen (18) times the last gross monthly salary of that relevant resource to the latter for each violation, without prejudice to Approach's right to claim higher compensation if the actual loss suffered should exceed the aforementioned amount.

9. Warranties

9.1 Approach shall provide the Services in good faith and in accordance with Belgian law, with the expertise, independence and diligence that can be reasonably expected from a qualified service provider.

9.2 Save for the foregoing warranty, Approach makes no representations or warranties concerning any matter under these Terms, including the Services, the Third-Party Software and the Work, and the warranty set forth in this article is made expressly in lieu of all other representations and warranties, express or implied, including any implied warranties of fitness for a particular purpose, merchantability or otherwise. Approach expressly disclaims any warranty of non-infringement, or accuracy or completeness of data, operational criteria or parameters provided by the Client.

10. Liability

10.1 Subject to the provisions of these Terms, any Order or the DPA, in case of any liability claim towards Approach arising out of these Terms, any Order or the

DPA, Approach will use reasonable efforts to cure the breach or default at its expense, upon receipt of a written default notice of Client. This will be the sole remedy of the Client. In any case, Approach's liability shall be limited as stipulated in these Terms.

The Client shall have a duty to mitigate damages for which Approach might be liable. In any event, the amount of damages and loss recoverable against Approach shall not exceed (i) per liability event, the fees (excl. taxes and expenses) paid by the Client under the Order pursuant to which the liability has arisen during the three (3) month period preceding the liability claim, and (ii) in the aggregate under the Order, an amount equal to the fees (excl. taxes and expenses) paid by the Client under the applicable Order.

10.2. In no event shall Approach be liable for indirect, incidental, special, consequential, prospective, speculative, exemplary or punitive damages or loss (including, without limitation, damages due to business interruption, loss or corruption of data, lost revenue, income or profits, loss of anticipated savings, loss of competitive advantage or goodwill, opportunity loss, the cost of procuring replacement goods or Services, reputational harm) arising out of these Terms, regardless of the cause of such damages or loss, even if such damages or loss were foreseeable. Approach shall not be liable for any damages arising out of and/or related to the Third-Party Software.

11. Personal Data Protection

11.1 The Parties shall at all times comply with all applicable Belgian and European data protection regulations (in particular, but without limitation, the General Data Protection Regulation of 27 April 2016 (the "GDPR")).

11.2 The DPA shall govern all provisions regarding to the personal data processing activities, including the rights and obligations of the Parties.

11.3 When the Client acts as a data controller in the meaning of article 4.7 of GDPR, the Client represents and warrants to Approach that it has a valid legal ground and the legal right to process and disclose any personal data provided to Approach during the execution of the Agreement, in accordance with applicable law. The Client undertakes to sufficiently inform all data subjects about such processing activities by the Client and/or Approach (as applicable) in accordance with applicable law.

11.4 When the Client acts as data controller, the Client undertakes to disclose only the personal data, in the meaning of article 4.1 of GDPR, that is necessary to the performance of the Services, on a 'need-to-know' basis.

11.5 Unless specifically determined in the DPA, Approach will not collect and/or store any personal data during the performance of the Services. In the event of data collection or storage, personal data will not be kept longer than three (3) months after the end of the contract, unless otherwise agreed by the Parties.

12. Health and Safety at work

12.1 Each of the Parties undertakes to strictly comply with its obligations relating to the well-being of workers in the performance of the Services, as applicable within the premises of the Client.

12.2 The Client will timely, and at the latest ten (10) Business Days before the start of the performance of the Services by Approach, provide Approach with a copy (in writing) of any such policies relating to the health and safety at work, as might be applicable at Client's premises. These policies must be signed by Approach prior to the start of the execution of the Services.

12.3 If the Client does not (fully) comply with these obligations, Approach may take all appropriate measures without prior notice, at Client's expense and risk. Moreover, the Client shall indemnify Approach for all damages that the latter has incurred directly or indirectly following the non- or insufficient compliance with the aforementioned obligations.

13. Security

13.1 The Client will timely, and at the latest ten (10) Business Days before the start of the performance of the Services by Approach, provide Approach with a copy (in writing) of policies relating to the physical and information security, as might be applicable at Client's premises. These policies must be signed by Approach prior to the start of the execution of the Services.

13.2 In case the Client wants to modify or change any of its policies or in case the Client wants to deviate from the security policies and certifications of Approach (e.g. ISO 27001 certification), it needs to specify this in writing prior to the start of the execution of the Services by Approach.

13.3 Approach reserves the right to use secured channels (e.g. encryption) for its communication with the Client.

14. Publicity

Approach is allowed to use the name of the Client, and general information about the Services, as a reference in commercial communications, without prior written consent of the Client (without disclosing any Confidential Information, which will, for the avoidance of doubt, for the purpose of this section, not include the name of the Client, and general information about the Services).

15. Electronic signature

The Parties may sign this Agreement, any subsequent order and all other related documents, by using an advanced electronic signature (as defined in the European Regulation 910/2014) or any other electronic signature. The Parties recognize that this advanced electronic signature has the evidential value of proof as a signature written on paper.

16. Miscellaneous

16.1 These Terms, eventually together with Order and any annexes to the Terms (as far as applicable), establish the entire agreement between the Client and Approach as to the subject of performing Services. The Parties acknowledges that the previously signed non-disclosure agreement will be replaced by the Terms.

16.2 These Terms and any Order may be amended or modified only by written terms of a duly authorized representative of both the Client and Approach.

16.3 The provisions of these Terms are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby. Any failure to enforce any provision of the Terms shall not constitute a waiver thereof or of any other provision.

16.4 Neither Party shall be liable for delay or default in the performance of its non-monetary obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including but not limited to fire, flood, accident, storm, acts of God, war, riot, government interference, internet failure, strikes and/or walkouts. Dates and times by which Approach is required to perform under these Terms or an Order shall be automatically postponed to the extent that Approach is prevented from meeting them as a result of a force majeure event.

16.5 These Terms and any Order may not be transferred or assigned, whether in whole or in part, by either Party without the prior written consent of the other Party. By way of exception, Approach shall have the right to assign these Terms and any Professional Services Order to an affiliate.

16.6 These Terms and the Order may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.7 All notices and other communications given to any Party hereto in accordance with the provisions of these Terms shall be in writing and shall be deemed to have been given (i) on the date of receipt if hand delivered, (ii) three (3) Calendar Days after being sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) on the date of receipt, with receipt confirmed, if sent by overnight courier (as per courier's records), in each case at the address set forth on the first page of these Terms or in accordance with the latest unrevoked direction from such Party delivered in accordance with this article. The contact details will be mentioned in the Order.

16.8 The provisions that are expressly or by their nature intended to survive termination of these Terms, shall survive any termination or expiration of these Terms.

16.9 These Terms shall be interpreted and enforced in accordance with the laws of Belgium and all disputes shall be referred to the competence of the (French-speaking) Brussels courts, division Brussels.