1. General

1.1. These General Conditions of Sale **(Business to Business)** and **(Business to Consumer)** govern the relations between INTPACT BELGIUM SPRL, having its registered office at Rue Gaucet, 42 à 4020 Liège (Belgium)**,** and registered at the Crossroad Bank for Enterprises under number BE : 0701.938.223, hereinafter referred to as "INTPACT " and every natural person, or legal entity, partnership and/or company without legal personality, hereinafter referred to as « the Client » or « You », for the sale of our Services offered as described in any quotation or order (see Specific Conditions).

1.2. _Services_; Services are hereinafter deemed to include services in the field of strategic intelligence, knowledge management, flow of information/data management, decision-making tool, software/IT Solution, installation and maintenance services relating to the here-above services and in general all services offered in the catalogue of INTPACT

Deliverables; refers to all works, IT solution, Software access and anything in writing or otherwise tangible (whether in hard copy or electronic format) created or prepared by INTPACT for the Client as part of the mission ordered.

INTPACT Technology; means Know-How, trade-secrets, works of authorship, hardware materials, methodologies, technologies, algorithms, artificial intelligence, web-based technologies, calculation methods, ideas and tools and other intellectual or industrial property which INTPACT owns, is licensed to or developed by INTPACT and used in connection with the performance of Services, including any modifications or enhancements thereto and derivative works based thereon.

1.3. The fact that the Client orders a Service offered for sale by INTPACT, in any way whatsoever, shall entail that he acknowledges that he is cognizant of and accepts, without restriction or reservation, these General Terms and Conditions prior to the order, and that he renounces the application of his own prior or subsequent general terms and conditions.

1.4. No departure from these general terms and conditions shall bind INTPACT without his prior, explicit consent in writing. Accordingly, all other terms and conditions provided on the order form or any other document from the Client, such as his own general terms and conditions of purchase, shall not apply.

1.5. In the event of contradiction between these general terms and conditions and the Specific terms and conditions negotiated by and between the INTPACT and the Client (e.g specific conditions in the order form), or granted by the INTPACT to the Client (hereinafter referred to as the "Specific Conditions"), the Specific Conditions shall take precedence over these general terms and conditions.

2. Offer and Order

2.1. No verbal order by the Client shall be taken into consideration by INTPACT unless it is confirmed by an order form in writing.

2.2. The contract shall be deemed to have been entered into, when, upon receipt of an order, INTPACT has sent an acceptance in writing within the time-limit (if any) fixed by the Client.

2.3. Where INTPACT, in drawing up his offer, has fixed a time-limit for acceptance, the contract shall be deemed to have been entered into when the Client has sent an acceptance in writing before the expiration of such time-limit and if the acceptance is received by INTPACT one week after the expiration of the such time-limit at the latest.

2.4. Any order confirmed in writing by INTPACT shall be legally binding for INTPACT and the Client. No cancellation or change by the Client of an order confirmed in writing by INTPACT will be taken into consideration.

2.5. Unless stipulated expressly otherwise in the offer of INTPACT, any offer made by INTPACT shall be valid for a maximum period of thirty (30) calendar days only.

2.6. The performance, prices and other data included in the INTPACT catalogues, prospectus, circulars, advertisements, internet website and price lists shall not be binding save to the extent that they are by reference expressly included in the contract.

2.7. INTPACT, reserves the right to cancel any order placed by a Client with whom it has a dispute concerning a prior order, or if INTPACT has reasonable cause to suspect that such Client has violated these General Terms and Conditions, or is engaged in any fraudulent or criminal activity or on any other legitimate grounds.

3. Price

3.1. The prices are quoted in euros, exclusive of customs duties and all kind of tax, which must be paid in addition by the Client.

3.2. Unless agreed otherwise, our fees are calculated based on the number of hours worked, multiplied by the applicable hourly rates that are set annually by INTPACT. However, INTPACT's Services may also be charged on a monthly subscription flat fees.
Expenses incurred by INTPACT on behalf of the client shall be charged separately. There is a surcharge of a certain percentage of the fees to cover general INTPACT expenses (such as costs for postage, telephone, fax, photocopying, etc.).
All amounts are VAT exclusive, and exclude any tax, surcharge, or similar increase that a client, or INTPACT must pay under applicable laws. The services rendered are in principle charged to the client on a monthly basis and are due within 30 days from the invoice date.

3.3. Travel and Expenses

If the preparation and the execution of Services ordered require INTPACT to cause its personnel to render at a location that is outside of Liège ("Location"), each time, if any, such any of such INTPACT personnel is required to travel to a Location, Client shall pay and provide all such personnel with the following:

(i) one round-trip by car, premium class train, or business class air transportation (for flights longer than two (2) hours);

(ii) if appropriate, hotel accommodations (single room for each personnel);

(iii) if appropriate, ground transportation at the location

(iv) if appropriate, a per diem for catering during the stay on Location.

4. VAT

4.1. Invoicing within European Union or Belgium

4.1.1. VAT tax is due for all Clients registered for VAT and which have their registered office in Belgium.

4.1.2. All prices invoiced are excluding belgian VAT tax only if the Client is registered for VAT in an EEC country other than Belgium, he provides a valid VAT number and the products are shipped outside Belgium. Client shall declare this import with the competent authorities in order to comply with the fiscal regulations of his country. Client shall be responsible for paying all applicable local taxes on the products.

4.1.3. 21% VAT (taxes) will be charged for Clients within the European Union without a valid VAT registration number or if INTPACT has not received sufficient proof of shipping products outside Belgium

4.2. Invoicing outside European Union

4.2.1. For all delivery outside European Union, invoices shall be VAT excluded.

4.2.2. Should an order be exported outside European Union, the Client is to be the importer of the services.

4.2.3. Duties or other local taxes, import fees, or state taxes may be payable depending on the geographic zone that Client have chosen. These charges and fees are not the responsibility of INTPACT. All declarations and payments to the corresponding authorities and organisations are the Client's full responsibility. INTPACT advise their customers to ask for information about these issues from their local authorities.

5. Payment Conditions

5.1. Unless otherwise agreed in writing, or implied from a prior course of dealing between the parties, payment of the price and of any other sums due by the Client to INTPACT shall be on open account and time of payment shall be 30 days from the date of invoice. The amounts due shall be transferred, unless otherwise agreed, by tele-transmission to INTPACT's bank in Belgium for the account of INTPACT BELFIUS BE92 0689 1078 1123 (BIC : GKCC BEBB) and the Client shall be deemed to have performed his payment obligations when the respective sums due have been received by INTPACT's bank in immediately available funds.

5.2. If the parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment, unless otherwise agreed, refers to the full price, and that the advance payment must be received by the INTPACT's bank in immediately available funds at least 30 days before the agreed date of delivery or the earliest date within the agreed delivery period. If advance payment has been agreed only for a part of the contract price, the payment conditions of the remaining amount will be determined according to the rules set forth in this article.

5.3. Any payment must clearly indicate references specified on the invoice.

5.4. If an invoice is not paid on the date due, payment of all the invoices issued by INTPACT to the Client shall become due immediately. INTPACT moreover reserves the right to suspend deliveries of the services in progress (albeit already partially processed) or subsequent orders in such a case, until payment has been made in full. INTPACT may require at all times that the price be paid prior to the delivery of Services. Any offset shall be carried out only with the prior, explicit, written consent of INTPACT, or after a final court decision.

5.5. Once the period of payment has expired, the Client shall, automatically and without prior notice, be liable for interest for late payment at the rate of fifteen percent (15 %) per year, compounded daily.

5.6. Any invoice not paid when due shall moreover be increased, as of right and without notice, by a flat-rate compensation of ten percent (10 %) of the outstanding amount, by way of damages, with a minimum of one hundred euros (EUR 100,-), without prejudice to any other compensation which INTPACT would be entitled to claim. In all events, the Client shall refund to INTPACT reasonable bailiff or attorney's fees and all expenditure related to debts recoveries (debt collecting companies fees, administrative fees, etc).

5.7. In the event of the reduced or potentially reduced solvency of the Client or of some change in its legal or financial status, INTPACT reserve the right to terminate any outstanding contracts or to require guarantees. The same applies when political events, economic difficulties, or legislative or administrative measures directly or indirectly prevent or delay the transfer of funds.

5.8. Any complaint relating to the amounts invoiced must be lodged in writing with INTPACT within fifteen (15) calendar days as of the date of the invoice, otherwise the invoice shall be considered as being irrevocably and totally accepted.

5.9. Client expressly agrees to receive electronic invoice by e-mail.

6. Sub-contracting

INTPACT has the right to engage third parties in the performance of its services under sub-contracting relationship.

7. Advices and Deliverables

Any advice or Deliverable given by INTPACT to the Client is given only to the client and solely for the purpose of the matter in respect of which it is given. INTPACT's advice may not be used or relied upon by third parties. The client agrees that it will not disclose INTPACT's Deliverables or advices to any third-Party without INTPACT's prior written consent. INTPACT's contractual obligations apply towards the client only and do not extend to third parties without previous and written agreement of INTPACT.

8. Delivery Times

8.1. Unless express guarantee is given in the specific conditions of INTPACT, the delivery periods mentioned in said specific conditions shall not be strict deadlines. INTPACT may be held liable only if the delay is extensive and attributable to gross negligence on its part.

8.2. A delay in delivery shall under no circumstances lead to the cancellation of the order by the Client.

9. Client's responsibilities

9.1 The Client is responsible for determining that the scope of the Services is appropriate for its needs.

9.2. The Client shall cooperate with INTPACT and INTPACT's Subcontractors (where applicable) in the performance of the Services, including, without limitation, providing adequate internet or computer environment and timely access to data, information, hardware, IT infrastructure, personnel and, if applicable, the premises of the Client. The Client shall be responsible for the performance of its obligations by its personnel and agents, for the timeliness, accuracy, lawfulness and completeness of all data and information processed and provided to INTPACT, or put at its disposal, by or on behalf of the Client and for the implementation of any service provided. INTPACT may use the information and data provided by the Client or others on behalf of Client and rely on its accuracy, completeness and lawfulness.

9.3. INTPACT's performance may dependent upon the timely performance of the Client's responsibilities under the Contract and timely decisions and approvals of the Client in connection with the Services. The Client shall be obliged to inform INTPACT without delay of any facts and circumstances that may have an impact on the performance of the Services.

9.4. The Client shall be solely responsible for, among other things:
(a) making all the relevant management decisions following results or advices from the INTPACT's Services;
(b) designating one or more individuals who possess suitable skill, knowledge, and/or experience, to use the Services;
(c) evaluating the adequacy and results of the Services;
(d) complying with the relevant national and international law and regulations applicable to the Client and its activities.

9.5. The Client shall be responsible for compliance with all applicable national and foreign legislation and regulations in the area of protection of privacy and personal data including where the Client provides INTPACT with, or allow at INTPACT's disposal, (personal) data of its clients or other third parties.

9.6. Unless the Specific conditions otherwise specified, the Client agrees that any Deliverables will be deemed accepted by the Client within 15 days of their delivery or when the Client first makes use of them in its business, whichever comes first.

10. Delivery of IT Solution and implementation

INTPACT shall made available software to be developed or delivered to the Client or implement any IT solution to the Client in accordance with the specifications recorded in writing and agreed upon by the parties in the specific conditions.

11. Warranties

11.1. INTPACT warrants and represents that the Services will be performed diligently, in good faith and with due professional care.

11.2. INTPACT does not warrant that your use of the Services will be uninterrupted or error-free, and you agree that from time to time INTPACT may remove the Services for indefinite periods of time, cancel the Services at any time or otherwise limit or disable your access to the services for technical or operational reasons. INTPACT will do its best effort to send previous notice to you before any Service interruption.

11.3. You expressly agree that your use of, or inability to use the Services is at your sole risk. The Services and all content, results, delivered to you through the Services are (except as expressly stated by INTPACT) provided "AS IS" and "AS AVAILABLE" for your use, without warranties of any kind express or implied. INTPACT expressly disclaims, without limitation, all express or implied warranties of performance of the Services, fitness for a particular purpose, or non-infringement to intellectual property rights.

11.4. INTPACT shall use reasonable efforts to protect information submitted by you in connection with the services, but you agree that your submission of such information is at your sole risk, and you hereby release INTPACT from any and all liability to you for any loss or liability relating to such information in any way.

11.5. INTPACT does not represent or guarantee that the services will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion, and you hereby release INTPACT from any liability relating thereto. You have the responsibility for backing up your IT system, including any content acquired through the Services.

11.6. In all circumstances, the maximum liability of INTPACT for any damages, direct or indirect, for any and all causes whatsoever, and INTPACT's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the amount paid out under INTPACT's applicable liability insurance policy in the matter concerned if any. If and to the extent that no

monies are paid out under the aforesaid liability insurance for whatever reason, any and all liability of INTPACT is limited to the sum invoiced and paid during past 12 months and with a maximum of 10.000,00 euros.

11.7. By using the Services, you agree, to the maximum extent permitted by law, to indemnify and hold INTPACT, its directors, officers, employees, affiliates, agents, sub-contractors, partners and Licensors harmless relating to any claims, damages arising out of your breach of the Specific conditions concluded between us or the present general terms of service, or your use of the Services.

11.8. In no case shall INTPACT, its directors, officers, employees, affiliates, agents, contractors or licensors be liable for any direct or indirect, incidental, punitive, special or consequential damages arising from the Client's use or any of the Services or for any other claim related in any way to the Client's use of the services and/or Content/Results, including, without limitation, the Content provided by the Client, any errors or omissions in any content, reports, or any loss or damage of any kind incurred as a result of the use of any result/report/content made available via the Services, even if advised of their possibility.

11.9. If defects in the reports or results are a direct consequence of software made available to the Client, procedures or operating actions for which INPACT has been made responsible under the Specific conditions, INTPACT shall repeat the Services without additional costs for the Client in order to fix these defects, provided the Client notifies INTPACT of these defects in writing and with enough detail as soon as possible, but no later than within 10 days after discovering such defects.

11.10. If INTPACT is not responsible for the defects, INTPACT shall charge the costs of any repetition to the Client according to its usual rates. The Client shall not have any other rights pursuant to defects in the Deliverables besides those described in this paragraph.

12. Confidentiality

12.1. "*Confidential Information*" means, without limitation, any and all data, trade secrets, confidential knowledge, software settings or specifications, software specific solution, algorithm, formula and other proprietary information, not in the public domain, relating to the Services and/or the business or affairs of either party. Confidential Information shall also include the present Agreement and the terms set forth herein.

12.2. To the extent that, in connection with the Contract, either INTPACT or the Client (the "Receiving Party") comes into possession of Confidential Information, it shall not disclose such Confidential Information to any third-Party without the disclosing's party previous and express consent except to the Client's or INTPACT's legal advisors solely for the purpose of obtaining legal advice or as may be required by law, regulation, judicial or administrative process.

12.3. The Receiving Party shall:
a. not disclose to any other person or entity the Confidential Information or any part thereof and use at least the same degree of care to maintain the Confidential Information secret as it uses in maintaining secret its own secret information, but always at least a reasonable degree of care;
b. use Confidential Information only for the purpose of the present contract and shall not use the Confidential Information for any other purposes without the prior written consent of the Disclosing Party;
c. restrict disclosure of the Confidential Information solely to its agents, representatives or employees (Permitted Recipients) with a imperative need to know the Confidential Information for the execution of the present Agreement and provided that such Permitted Recipients shall have agreed in writing to be bound by the terms of this Agreement or have entered into a confidentiality agreement of similar scope and obligations with the Receiving Party;
d. within seven (7) days following request of the Disclosing Party, return to the Disclosing Party or destroy all Information received and other materials containing any portion of the Confidential Information without retaining any copy thereof.
Moreover, the Client shall refrain from developing similar products/services using the Confidential Information from INTPACT.

12.4. The obligations under Article 12 to keep confidential all Confidential Information shall not apply to the extent that the Receiving Party can prove that any of that information:
a) was in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the Disclosing Party;
b) is at the time of disclosure, or subsequently becomes, generally available to the public through no breach of this Agreement by the Receiving Party or any Permitted Recipient;
c) is lawfully obtained by the Receiving Party from a third-Party without an obligation of confidentiality, provided that third-Party is not, to the Receiving Party's best knowledge, in any breach of any obligation of confidentiality to the Disclosing Party relating to that information; or
d) is developed by the Receiving Party or its Related Companies independent of any Confidential Information

12.5. The obligations set forth in this article will continue beyond the termination of this Agreement and for so long as the Confidential Information isn't in the public domain and for so long as the Confidential information is a trade-secret or a know how according to the applicable law.

12.6. However, it is agreed between the Parties that in the performance of the Services, any INTPACT's personnel or any INTPACT's Subcontractor may communicate or discuss the affairs of the Client with the other advisers of the Client and may do so free from any obligation of confidentiality.

12.7. In connection with performing the Services, INTPACT may develop or acquire general knowledge, specific experience, know-how, skills and ideas that are retained in the memory of its personnel. Any INTPACT personnel or entity may use such general knowledge, experience, know-how, skills and ideas to improve INTPACT's services. The Client agrees that INTPACT may use Confidential Information received from the Client or from a third-Party following client's request, for the improvement of its services and solutions and INTPACT may disclose such information to INTPACT's personnel or partners for this same use, always provided

that the information is rendered anonymous.

12.8. Nothing contained in the Contract will prevent or restrict INTPAACT from providing services to other clients (including services which are the same or similar to the Services) even if those other client's interests are in competition with the Client.

12.9. To the extent that INTPACT possesses information obtained under an obligation of confidentiality to another client or other third-Party, INTPACT is not obliged to disclose such information to the Client, or use it for the benefit of the Client, however relevant it may be to the Services. When any party becomes aware of the threat of a conflict of interest, it shall inform the other party forthwith in writing and both parties shall consult with each other for a reasonable solution.

13. Earlier termination

13.1. Each Party may terminate this contract with immediate effect, by notice given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with return receipt, special courier) in case of a substantial breach by the other party of the obligations arising out of the contract, or in case of exceptional circumstances justifying the earlier termination or if it appears that the Client will not fulfil or is at serious risk of not fulfilling one of its main obligations, even before said obligation is due.

13.2. Any failure by a party to carry out all or part of its obligations under the Contract resulting in such detriment to the other party as to substantially deprive such other party of what it is entitled to expect under the contract, shall be considered a substantial breach for the purpose of Article 13.1 above.
The parties hereby agree to consider in principle, unless the contrary is proved, as a substantial breach of the contract the violation of the provisions under Articles 5 (Payment conditions) or Article 15 (Intellectual Property Rights) of the present Contract.
Moreover, any violation of the contractual obligations may be considered a substantial breach if such violation is repeated notwithstanding a request by the other party to fulfil the contract obligations within 15 days from the request.

13.3. The parties agree that the following situations, without limitation, shall be considered as exceptional circumstances which justify the earlier termination by the other party: bankruptcy, moratorium, receivership, liquidation or any kind of arrangement between debtor and creditors, or any other circumstances which are likely to affect substantially that party's ability to carry out its obligations under this contract. INTPACT may also terminate the present Contract if the Client will not perform or if he is likely not to perform one of his main obligation, even before this obligation becomes dues.

13.4. If the sale is cancelled due to Client fault, the Client shall be liable to INTPACT for damages fixed at a flat rate of fifty percent (50 %) of the selling price. INTPACT nonetheless reserves the right to claim higher compensation, on condition that it can provide proof of its loss

14. Force Majeure

14.1. A party is not liable for a failure to perform any of his obligations in so far as he proves:
a) that the failure was due to an impediment beyond his control, and
b) that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract, and
c) that he could not reasonably have avoided or overcome it or its effects.

14.2. Force majeure as used herein means, without limitation, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, accident, fire, earthquake, flood, storm, industrial strike or any other acts of a similar nature or force.

14.3. A party seeking relief shall, as soon as practicable after the impediment and its effects upon his ability to perform become known to him, give notice to the other party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases.

14.4. Failure to give either notice makes the party thus failing liable in damages for loss which otherwise could have been avoided.

14.5. A ground of relief under this clause relives the party failing to perform from liability damages, from penalties and other contractual sanctions, except from the duty to pay interest on money owing as long as and to the extent that the ground subsists.

14.6. If the grounds of relief subsist for more than 2 months, either party shall be entitled to terminate the Contract with notice.

15. Intellectual property rights

15.1. The Client agrees that all trade names, trademarks, domain names, copyrights, patent rights, design rights, trade secrets, know-how, process, and all other intellectual property rights , in and to the INTPACT Technology or related to the Services or to the Deliverables are and shall remain at all times the exclusive property of INTPACT or its sub-contractors/partners and (ii) INTPACT may employ, modify, disclose, and otherwise exploit the INTPACT Technology (including, without limitation, providing services or creating programming or materials for other clients).

15.2. INTPACT does not agree to any terms that may be construed as precluding or limiting in any way its right to (i) provide consulting or other services of any kind or nature whatsoever to any other person or entity or (ii) develop for itself, or for others, IT Solutions that are competitive with or similar to those produced as a result of the Services to the Client, subject to the confidentiality obligations set forth in the present General terms and conditions.

15.3. Except as provided in the specific conditions or in the present agreement, or when a separate license agreement shall apply, upon full and final payment to INTPACT of its fees, the Deliverables made up of written reports or analysis results will become the property of the Client in their tangible form and the Client is granted a royalty-free, fully paid-up, worldwide, non-exclusive license to use them for its personal purpose subject to limitation that may be imposed by other provisions of the Contract and only for the purpose for which the Deliverables or work product were supplied.

15.4. To the extent that any INTPACT Technology is contained in any of the Deliverables, INTPACT hereby grants the Client, upon full and final payment to INTPACT of its fees, a royalty-free, fully paid-up, worldwide, nonexclusive license to use such INTPACT Technology in connection with the Deliverables and for the duration agreed upon by the Parties subject to the other provisions of the Contract or any other specific conditions for the purpose for which the Deliverables or work product were supplied.

15.5. To the extent that INTPACT utilizes any of its property or tools (including, without limitation, the INTPACT Technology or any hardware or software of INTPACT including Sub-contractors/Partners software or hardware) in connection with the performance of Services agreed upon between the Parties, such property or tool shall remain the property of INTPACT or the relevant Sub-contractor/Partners and, except for the license explicitly granted in the preceding paragraph, the Client shall acquire no right or interest in such property/tools. In particular, the order placed by the Client for Services, its execution and the delivery of Deliverables ordered, does not involve any transfer or assignment of intellectual property rights.

15.6. Unless otherwise provided in the present agreement, INTPACT remains free to use the knowledge, skills, know-how and experience, as well as any ideas, concepts, methodologies, processes, tools and techniques acquired or used in the provision of the Services.

15.7. Where the Client has made an original contribution to any Software, in any form whatsoever, and in particular, without limitation, the preparatory design work, algorithms or know-how related thereto, the Client remains the sole owner of intellectual property rights to his own contributions, but the Client irrevocably grants a worldwide, non-exclusive, free license for the entire duration of the intellectual property rights relating to his contribution to INTPACT for any form of commercial exploitation.

15.8. "INTPACT" is a registered trademark of INTPACT. The design of INTPACT Products are also protected by design registration.

15.9. The Client agrees neither to register, nor to have registered, any trademarks, trade name, domain name or symbols of INTPACT (or which are confusingly similar to INTPACT), in his territory or elsewhere. In case of any violation of the present article, INTPACT shall be entitled to an indemnity equal to 50.000,00 euros**.**

16. Transfer
The rights and obligations arising under the Contract of Sale may not be sold and/or transferred to any third-Party by the Client without prior written consent from INTPACT.

17. Non-waiver of rights
The failure by a Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by this Party of any such right or any remedy associated therewith, and shall not relieve the other Party of any of its obligations under the Contract.

18. Amendment - Nullity of a clause
18.1. Any Amendments to this Contract must be agreed in writing by both the Parties.
18.2. If any provision or clause of this contract is found to be null or unenforceable, the contract will be construed as a whole to effect as closely as practicable the original intent of the parties; however, if for good cause, either party would not have entered into the contract knowing the interpretation of the contract resulting from the foregoing, the contract itself shall be null.

19. Relationship between the Parties
No provision of this Agreement may be interpreted in such a way as to create an association, a company, a group of companies, an economic interest grouping, a joint venture, a franchisor/franchisee relationship, an employer/employee relationship or a principal/agent relationship as established in Belgian Law of 13 April 1995. Consequently, the Client shall have no authority whatsoever to act in the name of or on behalf of INTPACT or to bind INTPACT in any way.

20. Data Protection

20.1. As to any personal data processed for the purpose of providing our services, INTPACT, will act as a data controller within the meaning of the European General Data Protection Regulation no. 2016/679 of 27 April 2016 and the Belgian Act of 30 July 2018 on the protection of privacy in relation to the processing of personal data, as may be amended or replaced from time to time.

20.2. The purposes of Personal Data treatment are the following: (i) the provision of the Services; (ii) applicable legal or regulatory requirements; (iii) requests and communications from competent authorities; and (iv) administrative, financial and client relationship purposes (the "**Purposes**").

20.3. Each party shall comply with the hereabove applicable data protection laws and regulations when processing Personal Data.
- The parties further acknowledge that Personal Data may be disclosed to, and processed by partners or subcontractors of INTPACT, INTPACT's service providers and competent authorities for one or more of the Purposes. Personal Data may also be disclosed to, and processed by, other third parties to the extent reasonably necessary in connection with the Purposes.

20.4. INTPACT has specific Privacy Policies (Privacy policy, Cookie policy, Author privacy policy), which are incorporated to the present General Terms & Conditions and the Client agrees to have read and accepted.

20.5. Parties acknowledge that Personal Data may be processed by INTPACT as a Processor in connection with the provision of the Services and that in such cases a specific data processing agreement or annexure will be attached to the Specific Conditions (contract).

21. Non Solicitation

During the term of the Contract and for a period of twelve (12) months thereafter, the Client agrees that it shall not, without prior INTPACT's consent, directly or indireclty employ, solicit, engage or retain the services of INTPACT's personnel, sub-contractors, partners who had direct and substantive contact in the course of the performance of the Services with such entities. In the event of breaches of this provision, the Client shall be liable to pay to INTPACT an amount equal to a hundred percent (100%) of the total fees of the Contract between INTPACT and the Client. INTPACT shall also be entitled to seek injunctive or other equitable relief to terminate ongoing or repetitive violations.

23. Non INTPACT Software, Products/Services

23.1. When delivering its services, INTPACT may provide to the Client access to Non-INTPACT Products such as software, application, content or specific algorithms integrated in the global services of INTPACT or may use third-Party services. In such cases, you agree to abide by any additional specific terms of service/use specified by the actual third parties that provides the services or Non-INTPACT Products in connection with your use of the INTPACT Services where those terms of service apply to you.

INTPACT may also allow the Client to subscribe Non-INTPACT Products directly with the third-Party Licensor and made available these Non-INTPACT Products through INTPACT Internet Portal or by other means. Such Non-INTPACT products will be presented as "Supplied by…".

23.2. In any cases, the use of any Non-INTPACT Products may be governed by additional separate license terms between the Client and the third-Party providing the Non-INTPACT Product or by specific terms and conditions between INTPACT and its Licensors for which the Client undertakes to agree when using INTPACT Services . For Client's convenience, INTPACT may include in the Client invoice relating to the INTPACT Services the fees for the use of Non-INTPACT Products if not integrated in the INTPACT global services. However, INTPACT assumes no responsibility or liability whatsoever for Non-INTPACT Products presented as "Supplied by…". In particular, for these specific Non-INTPACT services, INTPACT provides no warranty, express or implied, including but no limited to, the implied warranties of merchantability, performance, fitness for a particular purpose, title, and non-infringement, with respect to any third-Party Produts/Software.

The Client is responsible and liable for: (a) any Client's use of any Software and/or third-Party Products/Services, including without limitation unauthorized Client conduct and any Client conduct that would violate the requirements of the present General Terms and Conditions or the General Terms of Third-Parties License applicable to the Client; and (b) any use of the Software/Third-Party Products through the INTPACT Client's account, whether authorized or unauthorized. The Client shall indemnify and hold INTPACT and its third-Party licensors harmless from any and all claims for loss, cost, damage, expense or liability arising out of or in connection with any use of the Non INTPACT Products.

23.3. The specific conditions between INTPACT and Client will contain the relevant third-Party Software Licenses and/or Additional Terms and Conditions applicable to the use of the INTPACT Services as referred to under the Specific Agreement with INTPACT. In case of direct subscription with Third-Party Non-INTPACT Products (Third-Party Licensor), the Client shall agree with the specific conditions provided by the third-Party Licensor.

24. Law of the Contract

Any question relating to this Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself (i.e. these General Conditions and any specific conditions agreed upon by the parties) shall be by the Belgian law.

25. Dispute Resolution

25.1. The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

25.2. Any dispute, controversy or claim between the Parties arising out of the Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding article within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be definitively settled by the courts of Liège (Belgium).

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