

## General Terms & Conditions

1. These terms and conditions are applicable to all services provided for by People Insights. The parties expressly agree that their contractual relationship shall be solely governed by the present terms and conditions. The general or special terms and conditions of the customer shall not apply, even if they explicitly declare their applicability.
2. Offers remain valid for a period of 30 days as from the date of the offer. Offers are non binding and will only create a contractual relationship after signature of offer by the customer.
3. All invoices shall be due on issue of the invoice and are payable by the customer 30 days end of month. People Insights reserves the right to temporarily suspend its services in case the customer fails to pay invoices within the period indicated.
4. Interest will be due automatically and without any notice of default on unpaid amounts from the due date until payment at the rate of twelve percent (12%) per annum. Interest shall continue to accrue notwithstanding termination of this Agreement for whatever reason.
5. In case of cancellation, once the assignment is agreed upon and signed, the full amount of fees plus VAT plus all travel, accommodation and other business expenses (at cost) incurred is due.
6. People Insights shall only be liable for proven contractual damage that is directly caused by People Insights. People Insights shall not be liable for any contractual or extra contractual, indirect or consequential losses, such as loss of revenues, loss of anticipated savings, lost profits or costs related to personnel. People Insights' total contractual or extra contractual liability shall in any event be limited to the total amounts invoiced by People Insights under the assignment (VAT excluded). People Insights shall not be liable for any delays or non-fulfillment in the execution of the agreement caused by circumstances beyond its reasonable control.
7. Either party shall remain owner of its respective intellectual property rights, which they owned before the execution of the agreement. Unless otherwise agreed, all newly created or derived intellectual property rights shall be owned by People Insights. The customer shall receive a non-exclusive, perpetual license to use these intellectual property rights in the scope of the agreement.
8. The contractual relationship shall be governed and construed in accordance with Belgian law. The Parties irrevocably agree to the exclusive jurisdiction of the Brussels courts to settle any dispute.
9. The customer acknowledges it is the 'controller' and People Insights is the 'processor' with respect to any processing of personal data in the context of this Agreement. People Insights shall comply with the instructions of the customer as set out in the Belgian Act on processing of personal data of 8th December 1992.
10. All prices and tariffs will automatically be raised as from the anniversary of the contract, limited however to 80% of the end price.