

General Terms and Conditions

NV UNICORN
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CBE 0452.046.427

These General Terms and Conditions apply to the Services provided by NV Unicorn (hereinafter "Unicorn").

Article 1. Definitions

The following terms and expressions mentioned in these General Terms and Conditions will have the following meaning for the purposes of the Agreement:

General Terms and Conditions: current general terms and conditions which the Customer has accepted, and which prevail over the Customer's own general terms and conditions, if any. The non-application by Unicorn of one or more provisions of the General Terms and Conditions may not be interpreted by the Customer as a waiver of these General Terms and Conditions. Unicorn reserves the right to amend the Terms and Conditions at any time.

Participant(s): any other person and/or organization that is actually a recipient or beneficiary of the Services on behalf of the Customer.

Services: the services to be provided by Unicorn pursuant to the Agreement. These Services may consist of - non-exhaustive - a course, training, workshop, seminar, (individual) coaching or any other gathering, digital or physical, with the objective of transferring and/or increasing knowledge and/or skills, aimed at, but not limited to, deepening expertise, gaining new ideas, practicing (practical) situations, self-reflection and awareness.

Client: the person(s) to whom the Quotation is addressed and who enters into an Agreement with Unicorn in relation to the Services.

Quotation: any document, regardless of its form, describing the Services and of which these General Terms and Conditions are an integral part, as well as any subsequent amendments by way of addenda to the document describing the Services.

Agreement: these General Terms and Conditions and any agreement, in any form, ranging from, but not limited to, written approved Quotations to collaboration agreements to order forms or contracts.

Party(ies): Unicorn and/or the Customer.

Law: the laws and regulations of Belgium.

Trainer: the natural person who, in the name of Unicorn, guides another person or others in increasing (self) knowledge or learning and/or improving certain skills. Other possible term used: coach.

Training: a course, workshop, seminar, (individual) coaching or any other gathering, digital or physical, with the aim of transferring and/or increasing knowledge and/or skills, aimed at, but not limited to, deepening expertise, gaining new ideas, practising (practical) situations, self-reflection and awareness.

Training day: any day on which (part of) the training takes place.

Article 2. The Services

- 2.1. In the Agreement, Customer will find a description of the Services and related matters to be performed by Unicorn.
- 2.2. A reasonable degree of care and expertise shall be exercised in performing the Services.
- 2.3. If Unicorn is prevented by force majeure from fulfilling its obligations under the Agreement, the performance of those obligations shall be suspended until the force majeure situation has ended.
- 2.4. The Customer accepts the persons appointed by Unicorn to perform the Services.
If, according to the Agreement, certain persons are to be involved in the performance of the Services, Unicorn shall make reasonable efforts to ensure that this is indeed the case. Unicorn shall be entitled to replace the persons so named with persons of equal or comparable expertise.
Only if necessary for the performance of the Services, the Client or a contact person or contact persons designated by the Client shall be permitted to give general directives to the persons deployed by Unicorn in the Services to the extent that they are limited to what has been agreed in the Agreement, including the practical modalities relating to obligations of well-being at work, without, however, violating article 31 of the Law of 24 July 1987 on temporary work, temporary employment and the provision of workers for the benefit of users. Our employees are and will remain in all respects employees of Unicorn. Unicorn shall be responsible for the payment of salaries, social contributions, all contributions under social legislation and all other legal or other obligations agreed upon by Unicorn with Unicorn personnel or which the Law requires Unicorn to pay.
The persons employed by Unicorn for the performance of the Services shall not, under any circumstances, be required by the Customer to perform acts that may give the impression to third parties that they are authorized to represent the Customer or to assume obligations on behalf of the Customer.
- 2.5. All stated delivery and execution deadlines are purely indicative. Any adjustment of these deadlines shall in no case entitle to compensation, and it shall not constitute a valid reason to terminate or suspend the Agreement and/or to refuse to deliver goods and/or to perform the Services and/or to suspend payment obligations.
- 2.6. Additional work or work not included in the Agreement may be charged separately at the rates applicable at the time. If additional work is required, the Customer will be informed of this in good time.

- 2.7. It is possible that Unicorn may become aware of sensitive information concerning the Customer or its business affairs ("Confidential Information") in the course of performing the Services. With respect to Confidential Information, Unicorn shall abide by the confidentiality restrictions imposed on Unicorn by authorities whose regulations Unicorn is required to follow, as well as all of our obligations under the Law. Unicorn shall have the right to disclose Confidential Information if required to do so by Law or by any agency whose regulations Unicorn is required to follow. This provision shall not apply in the event that the Confidential Information becomes public knowledge. Customer acknowledges and agrees that information relating to the Services (including Confidential Information) may be disclosed to other Unicorn employees, third-party consultants, insurers and/or other parties who facilitate Unicorn's operation or support its infrastructure, which assists Unicorn:
- in the performance of the Services;
 - in conducting internal risk assessments and in supporting the maintenance of quality and professional standards in the execution and delivery of Services (e.g., quality assessments of the Services provided to identify and address any quality, conduct or risk management issues, to facilitate regulator requests or the creation and maintenance of knowledge databases);
 - in carrying out Client and engagement acceptance procedures (including but not limited to identifying potential conflicts of interest or meeting independence requirements).
- Such communications will be made only on a confidential basis.
For the purpose of performing the Agreement, Unicorn may use computer software to facilitate the efficient management of data. Accordingly, data provided by the Customer may be transferred to computer servers operated with appropriate access controls outside of Belgium.
- 2.8. Unicorn is permitted to communicate with the Customer via email and via any file sharing, communication and/or collaboration platform or tool that Unicorn makes available (this also applies to communicating our opinions, reports or outcomes of the Services). By agreeing to this method of communication, You accept its inherent risks.
- 2.9. Upon completion of the Services, Unicorn may provide a written opinion, confirm an oral opinion in writing, provide a final written report, or provide an oral presentation. Prior to completion of the Services, Unicorn may provide oral, draft or interim opinions, reports and presentations. The Client may not rely on a draft or interim opinion, report or presentation.
- 2.10. For any outcome of the Services that contains the Unicorn logo and/or refers to Unicorn in any way, (directly or indirectly, explicitly or implicitly) and regardless of the form in which or the medium on which the outcomes of the Services are delivered by Unicorn to the Customer, such outcomes are for the exclusive use of the Customer and may not be copied, referred to or disclosed in whole or in part without the prior written consent of Unicorn, unless required by Law (in which case You must inform Unicorn in advance). Provision of the Services is made on the condition that mention of the name 'Unicorn' and use of Unicorn logo in any form or medium without our prior written consent is not permitted. Unicorn assumes no liability to third parties.
- 2.11. The Training, advice, opinions, expectations, predictions and recommendations provided by Unicorn as part of the Services shall not, under any condition or circumstance, be construed as a guarantee as to future events or circumstances.

Article 3. Indivisibility

Each article and provision of the Agreement constitutes a stand-alone, independent provision. In the event that one or more provisions of the Agreement is or would become void, invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law. The parties undertake to replace the void, invalid or unenforceable provision(s) with another provision which, in fact and in law, corresponds as closely as possible to the spirit and intention of the void, invalid or unenforceable provision(s).

Article 4. Intellectual property

All rights, title and interest, including, without limitation, all intellectual property rights such as copyrights, that arise and/or might arise as a result of the performance of the Services, including, without limitation, all rights to preparatory materials (such as working papers), training materials, to interim and/or final reports of the Services regardless of their form (oral, written or otherwise), as well as all knowledge, experience and skills gained in the performance of the Services, are and will at all times remain the exclusive property of Unicorn. Without prejudice to the foregoing in any way, the Customer shall only acquire (material) title to one or more physical or digital copies of any outcome of the Services in written form upon payment of our Fees for the relevant outcomes. In the context of our provision of services to the Customer, Unicorn is authorized to use, develop and share with each other knowledge, experience and skills gained in the course of our provision of services.

Article 5. Compensation

- 5.1. Unicorn shall invoice the Services based on the rates, charges and any taxes due thereon ("Fees"), as more fully described in the Agreement, or failing that, based on Unicorn's customary rates in effect at the time of invoicing. Unicorn's fees are based on the level of responsibility of the employees involved in performing the Services, their expertise, the time spent on the Services and the nature and complexity of the Services. 'Costs' means direct costs as well as, where applicable, an amount to cover costs not directly attributable to the engagement. Our Fees may differ from previous estimates or Quotations, for example, where additional services and costs are to be charged in connection with a delay due to the failure of Unicorn to provide information required for the performance of the Services in a timely manner, or in the case of additional services ordered.

- 5.2. In the event of an increased or decreased number of Participants under the Services, Unicorn shall respect its quality standard (maximum number of Participants as stated in Agreement). To the extent that a Trainer needs to be added in accordance with this quality standard, the daily rate per Trainer per Training Day will be charged.
- 5.3. In consideration for the Services performed by Unicorn, the Customer shall pay the Fees (all without deduction or compensation), upon receipt of billing, unless otherwise agreed in writing with the Customer.
- 5.4. Unless expressly agreed otherwise in writing, in the event of non-payment on the due date, Unicorn shall be entitled, ipso jure and without notice of default, to payment of interest on arrears at the rate of 12% per month started. In the event of late payment, Unicorn shall also be entitled, ipso jure and without notice of default, to liquidated damages equal to at least 10% of the outstanding amount, without prejudice to the right to claim higher compensation for proven higher damage.
- 5.5. The non-payment of an invoice on the due date shall entail the immediate exigibility of all outstanding invoices, even those not past due, without regard to previously authorized payment terms.
- 5.6. In the event of termination or suspension of the Agreement, and unless otherwise specified in the Agreement, Unicorn shall be entitled to reimbursement of the costs incurred by Unicorn up to that time as well as to payment of the fee for the Services performed, plus any taxes due thereon. In that case, the rates will be applied as they were at the time of the performance of the Services.
- 5.7. Where the Agreement is entered into with two or more contracting parties or the Quotation is addressed to two or more addressees, both shall be jointly and severally liable for the payment of the Fees and Unicorn may require full payment from each of them, unless the Agreement or Quotation provides that the Fees shall be paid by either party or by third parties.

Article 6. Responsibilities of the Customer

Without prejudice to Unicorn's obligations and responsibilities in connection with the Services, Customer remains responsible and liable for:

- its management and operations, the conduct of its business activities and its own business affairs;
- decisions made by the Customer regarding the extent to which the Customer wishes to rely on the advice, recommendations and other outcomes of the Services provided by Unicorn, as well as their use and implementation;
- decisions made by the Customer that affect the Services and their outcomes;
- the achievement, realization or occurrence of benefits directly or indirectly related to the Services.

Article 7. Access

- 7.1. Where Customer requires Unicorn to use and provide us with access to Customer's systems, whether at Customer's premises, remotely, or in the cloud (including but not limited to file sharing, communication and/or collaboration platform(s) or tool(s)) to communicate and/or exchange documents between Customer and Unicorn, as Customer deems appropriate for the performance of our Services, the following shall apply:
 - a. if such access requires additional software, Customer shall provide Unicorn with such software;
 - b. the Customer will take appropriate security measures;
 - c. the Customer will provide Unicorn with the necessary license(s), access and permissions;
 - d. the Customer will also provide Unicorn with instructions on how to access the systems, as well as login codes. The Customer shall bear full responsibility for its systems and shall indemnify Unicorn for any damage arising from the use of these systems.
- 7.2. Where Unicorn physically works at the Customer's premises, the Customer shall provide the necessary physical access, facilities and obtain the necessary permissions. The Customer shall give Unicorn permission to use the local network and internet connection during the performance of the Services.

Article 8. Information

- 8.1. For the purposes of the Services to be performed by Unicorn, the Customer shall provide Unicorn with all cooperation, all information and all access to the documentation in the Customer's possession, as well as access to its employees in a timely manner. The Customer shall use its best efforts to ensure that these items are made available to the extent that the Customer does not possess them. In the event that the Customer becomes aware of information or developments that may affect or be affected by the Services, the Customer shall notify Unicorn as soon as possible.
- 8.2. Unicorn may rely on any oral and written instructions, requests or notices from/or information provided by persons whom Unicorn knows or may reasonably assume have permission from the Customer to communicate with Unicorn in this regard ("an Authorized Person").
- 8.3. It is possible that Unicorn may receive information from the Customer or from other sources during the course of the Services. To the extent permitted by Law, Unicorn shall not be liable for any loss suffered by the Customer arising from fraud, misrepresentation, withholding of information relevant to the Services or any other omission by the Customer or coming from other sources of information, unless the discovery of the fraud, misrepresentation, withholding of information or any other omission should have been obvious to Unicorn without further investigation.

Article 9. Non-solicitation

Except with Unicorn's express prior written consent, the Customer may not, directly or indirectly, solicit the employment of Unicorn employees, of whatever status, involved in the performance of the Services, both during the performance of the Services and for a period of 1 year following their completion or following the termination of the Agreement.

In the event of violation by the Customer of the prohibition on acquisition set out in this article, the Customer shall be required to pay a fixed amount of EUR 25.000 for each violation, without prejudice to the right to claim greater compensation if the damage actually suffered exceeds the aforementioned amount.

Article 10. Waiver, assignment and subcontractors

- 10.1. Unicorn's failure to exercise or enforce any of its rights shall not constitute a waiver of such rights.
- 10.2. Neither party shall be entitled to assign the Agreement to another without the written consent of the other party. However, this prohibition shall not apply to the assignment or pledge of claims under the Agreement by Unicorn in the context of credit operations or factoring.
- 10.3. Unicorn shall be entitled to engage subcontractors for the purpose of performing the Services. Where Unicorn uses subcontractors pursuant to this clause, their Services shall be considered part of the Services for the purposes of the Agreement.

Article 11. Liability

- 11.1. Unicorn's liability in connection with the Services shall be limited in accordance with the provisions of this clause.
- 11.2. To the extent permitted by Law and subject to the provisions below, (i) the aggregate liability of Unicorn and its employees to the Customer and to Participants, (ii) on any basis whatsoever and regardless of its legal basis, (iii) for any loss suffered by the Customer or any third party arising from the Services, (iv) regardless of how such loss was caused, including negligence and gross misconduct on the part of Unicorn but excluding willful misconduct by Unicorn, limited to an amount equal to two (2) times the fee due to Unicorn (as provided in the Agreement), it being understood that Unicorn shall never be held liable for indirect damages, such as, but not limited to, financial and commercial losses, loss of profits, increase in overheads, disruption of scheduling, loss of anticipated profits, capital, clientele, e. d.
- 11.3. In case there are several Participants of the Services, the limitation of our liability with respect to each Participant pursuant to the provisions of this article shall be divided between them. No Participant may contest the validity, enforceability and effect of this clause on the ground that such a division would not have been agreed or on the ground that an unreasonably small share of the liability would have been allocated to the relevant Participant. The term Participant includes the Customer and any other Participants.
- 11.4. Subject to the limitation of our overall liability under this provision, the liability of Unicorn's employees shall be limited to that reasonable and equitable share of the damage or loss, which shall be determined having regard to the responsibility of the relevant Unicorn employee for that damage, taking into account the Customer's own share (if any), the share of other Participants (if any), as well as the degree of responsibility of other persons (if any) in that damage.
- 11.5. For the purpose of determining Unicorn's share of the total damage or loss, the Customer or any other Participant shall, at the request of Unicorn, include in any lawsuit relating thereto any other liable person who would designate Unicorn as liable or co-labile.
- 11.6. Claims in respect of damages suffered arising out of or in connection with the Services must be made only against Unicorn and not against Unicorn's employees, unless it would not be possible under the Act to sue Unicorn as a legal entity (but only individual employees of Unicorn). In that case, however, Unicorn shall remain liable for the acts or omissions of Unicorn's employees involved in the performance of the Services, subject to the limitations and exclusions stipulated above.
- 11.7. The Customer agrees to indemnify, defend and hold Unicorn and each of its employees harmless from any claim by Participants relating to alleged damages suffered by them as a result of or in connection with the Services, to the extent that a court has ruled that Unicorn's limitation or exclusion of liability under the current provisions of these General Terms and Conditions are not enforceable against such Participants.

Article 12. Force Majeure

Except as otherwise provided in these General Terms and Conditions, neither party shall fail in the performance of its contractual obligations or incur any liability if it fails in the performance of the Agreement as a result of circumstances or events beyond its reasonable control ("Force Majeure"). The condition of 'unforeseeability' ('onvoorzienbaarheid') of the Belgian Civil Code is hereby expressly excluded.

'Circumstances beyond its control' includes the following circumstances or events: accidents, war, strikes, lockout, riot, fire, earthquakes, natural disasters, pandemics (Covid-19 expressly included), epidemics, government decisions, explosions, computer, internet or telecommunications failures. This list is not exhaustive. The relevant circumstance or event shall extend the period for delivery of the Services by the number of days that the relevant circumstance or event continues.

Article 13. Receivables

Any claim in respect of damage or loss suffered as a result of or arising out of or in connection with the Agreement, whether of a contractual or extra-contractual nature or pursuant to the Law or otherwise, must be brought within a period of one year from the date on which the first alleged fault underlying the claim in question occurred, and at the latest within a period of three years from the termination of the Agreement.

Article 14. Indemnification for claims by third parties

If the Customer fails to comply with its obligations under the Agreement and a claim is made against Unicorn by third parties or such a situation is likely to arise, the Customer shall indemnify and hold Unicorn harmless from and against all loss, damage, costs

and liability which may arise for Unicorn as a result of or in connection with the relevant failure and claim(s). For the purposes of this article, "Unicorn" shall include all employees of Unicorn and "the Customer" shall include all Participants.

Article 15. The Agreement

The Agreement contains all agreements between the Customer and Unicorn regarding the Services. Amendments to or modifications of the Agreement must be in writing and signed by an authorized representative of Unicorn and the Customer. In the event of a conflict between the Quotation and the other parts of the Agreement, the provisions of the Quotation shall prevail.

Article 16. Third party rights

The Agreement does not create or give rise to any rights, nor is it intended to create any rights, for third parties. A third party is not entitled to derive any rights from any provision of the Agreement that could refer to a right or an advantage for a third party, neither directly nor indirectly, explicitly or implicitly. The application of any legislation conferring contractual or other rights on third parties in relation to the Services is excluded. An employee of Unicorn shall not be considered a third party for the purposes of this article.

Article 17. Protection of personal data

The definitions and interpretations in 1) the applicable European privacy legislation (including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC) and 2) the applicable national privacy legislation (including but not limited to the Belgian Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data) as in force and as may be amended in the future supplemented or replaced (hereinafter collectively referred to as the "Privacy Law") shall apply to this Article.

This Article applies to the processing of personal data related to the Services and/or performance of the Agreement.

The Customer confirms that the personal data transmitted by the Customer to Unicorn (i.e. Unicorn, its employees and/or third parties supporting Unicorn) in the context of the performance of the Services and the Agreement will be collected and/or processed by the Customer in accordance with the provisions and principles of the Privacy Law and other applicable legal regulations.

In principle, Unicorn only establishes the purpose and means for the processing of personal data in the context of the performance of the Services. As such, Unicorn will process the personal data received as a data controller in accordance with the provisions of the Agreement and the Privacy Law.

Unicorn shall take appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, alteration or damage of the personal data, in accordance with the Privacy Law.

Unicorn may transfer personal data to other employees of Unicorn and/or to third parties supporting Unicorn for the performance of the Services. They will also take the necessary and appropriate technical and organizational measures to protect the personal data. In addition, the personal data received may, among other things, be shared with and used by Unicorn employees and/or third parties supporting Unicorn to comply with legal and regulatory requirements, risk management and quality controls of the Services provided by Unicorn, as well as for customer and relationship management purposes.

In the event of loss of personal data, breach of personal data processing or exercise of a data protection impact assessment, Customer shall respond to any reasonable request for assistance from Unicorn.

The Parties shall promptly notify each other (i) as soon as they receive a request from a data subject or become aware of any dispute or complaint relating to the processing of personal data and (ii) as soon as they become aware of any breach giving rise to the destruction, loss or unlawful disclosure of personal data held by the Parties.

Further, the Customer shall promptly notify Unicorn if the Customer becomes aware of a breach of any of the provisions of the Privacy Laws relating to the processing of the aforementioned personal data.

Under certain circumstances, Unicorn acts as a processor in the performance of the Services and/or the Agreement. As such, Unicorn will attach a processing agreement to the Agreement and process the personal data on behalf of the Customer and based on its written instructions, in accordance with the provisions of the processing agreement, the Privacy Law and, where applicable, the Agreement.

Article 18. Marketing

Unicorn shall be permitted to disclose that Unicorn has performed Services for the Customer with a view to recommending our Services, and for publication and/or marketing purposes. In such case, Unicorn may mention the Customer's name and logo as well as the general nature of the Services and other information that is part of the public domain (to the extent that such disclosures are in accordance with clause 2.7 of these Terms and Conditions).

Article 19. Notices

Any notice to Customer or to Unicorn under this Agreement must be in writing and sent to the address set forth in the Agreement (or such other address as may be notified in writing). Notices by mail shall be deemed to have been received, if mailed in Belgium, on the fifth business day following posting, and, if mailed abroad, on the tenth business day following posting.

Article 20. Termination – suspension/cancellation

20.1. The Agreement may be terminated or suspended by either Customer or Unicorn upon thirty (30) calendar days' written notice. Termination or suspension under this section shall be without prejudice to any rights which may have already been

acquired by the Customer or by Unicorn prior to such termination or suspension. All Fees due to Unicorn shall become due and payable in full at the time of termination or suspension.

- 20.2. Relocation or cancellation of the performance of the Agreement, or a specific Training as part of the Agreement, shall occur when Unicorn has received written confirmation (at least by e-mail) to that effect from the Customer. The date of dispatch of the email shall be deemed to be the date of transfer/cancellation. The Customer undertakes to inform Unicorn of the move/cancellation as soon as possible. In the event of relocation or cancellation, the following conditions shall apply, depending on the date on which Unicorn was notified of the relocation or cancellation.

Timing	Up to and including 61 days before the agreed day	From 60 days to 31 days before the agreed day	From 30 days up to 15 days before the agreed day	From 14 days before the agreed day
Compensation	20% of the total cost	60% of the total cost	80% of the total cost	100% of the total cost

The same fees shall be payable if the Client reduces the number of Participants prior to the Training, resulting in the cancellation of a Trainer in accordance with the quality standard applied. The cost price shall be the daily price of the cancelled Trainer.

- 20.3. Unicorn shall be entitled to terminate the Agreement immediately, without observing any notice period, without paying any compensation to the Client and without prior judicial intervention:
- if the Customer commits a breach of contract such as, but not limited to, giving false or incomplete information to Unicorn, failure to pay the Fees, etc;
 - In the event of concordat, bankruptcy, dissolution or liquidation of the Customer;
- Unicorn shall always be entitled to payment of the Fees in respect of the work already performed and to payment of the invoices in respect of the Services provided.

- 20.4. The provisions of the present clause 20 shall also apply in case of Force Majeure.

Article 21. Competence

The Customer accepts and agrees to the provisions of the Agreement on behalf of itself and any Participants. The Customer shall take all steps necessary to ensure that the Participants act as if they were parties to the Agreement and as if each had signed and agreed to be bound by a copy of the Agreement. The Customer remains solely responsible for the payments of the Fees.

Article 22. Jurisdiction

The Agreement shall be governed exclusively by Belgian law. In the event of a dispute, the courts of the legal district of Leuven shall have exclusive jurisdiction.