

EXPECT ME BV - TERMS AND CONDITIONS

1. Definitions

"**Account**" means an account enabling a person to access and use the Services;
"**Agreement**" means jointly the Order, the Terms and Conditions and any Schedules (if applicable) as concluded between the Parties;
"**Business Day**" means any weekday other than a bank or public holiday in Belgium;

"**Business Hours**" means the hours of 09:00 to 17:30 CET on a Business Day;
"**Client**" means the legal entity identified in the Order which signs the Order;
"**Client-induced Incident**" means an Incident caused by (a) any act or omission of the Client, an End-Customer or any person authorised by the Client to use the Platform or Services; (b) any use of the Platform or Services contrary to the Documentation, whether by the Client, an End-Customer or by any person authorised by the Client; (c) a failure of the Client or an End-Customer to perform or observe any of its obligations in this Agreement; (d) an incompatibility between the Platform or Services and any other system, network, application, program, hardware or software not specified as compatible in the Documentation; (e) abuse or misuse of the Platform or Services by the Client or an End-Customer; (f) caused by any modification or addition to the Platform or Services or the configuration that is performed without prior written consent of Expect Me, or (g) the failure of any supporting (Third Party or Client's) hardware and/or software;

"**Client Data**" means all data, works and materials: uploaded to or stored on the Platform by the Client or the End-Customer; transmitted by the Platform at the instigation of the Client or the End-Customer; supplied by the Client or the End-Customer to Expect Me for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Services by the Client or the End-Customer;

"**Client Personal Data**" means any Personal Data that is processed by Expect Me on behalf of the Client in relation to this Agreement, but excluding data with respect to which Expect Me is a data controller;

"**Commission**" means the fees due by the Client, calculated as a percentage on each amount charged by the Client to an End-Customer for a reservation on and use of the Platform, as specified in the Order, including but not limited to a reservation fee, access fee and upgrade charges;

"**Confidential Information**" of a Party means the information of such Party, whether in written, oral, electronic or other form, and which (i) is explicitly marked as confidential or proprietary, or (ii) should reasonably be considered confidential or is traditionally recognized to be of a confidential nature, regardless of whether or not it is expressly marked as confidential, including but not limited to, information and facts concerning business plans, customers, prospects, personnel, suppliers, partners, investors, affiliates or others, training methods and materials, financial information, marketing plans, sales prospects, client lists, inventions, program devices, discoveries, ideas, concepts, know-how, techniques, formulas, blueprints, software (in object and source code form), documentation, designs, prototypes, methods, processes, procedures, codes, and any technical or trade secrets, including all copies of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing. The Confidential Information of Expect Me shall include the Services and Platform, without limitation hereto. The Confidential Information of the Client shall include, without limitation, the Client Data;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Documentation**" means the technical and functional information that Expect Me contingently makes available to its customers from time to time;

"**Effective Date**" means the date of execution of this Agreement, as included in the Order;

"**End-Customer**" means any individual in their capacity of guests of the Client, to whom the Services and Platform will be made available by the Client, and who will be able to use the Services and Platform as an end user, e.g. the End-Customer of the Platform and Services available.

"**Expect Me**" means Expect Me BV, a company organized and existing under the laws of Belgium having its registered office at 2550 Kontich, Groeningenlei 16 and with company number 0758.7976.43, provider of the Services and owner of the Platform;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power

failures, industrial disputes affecting any Third Party, social strikes or actions, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hosting Partner**" means Microsoft (or such other provider of hosting services Expect Me might contract in the future as will be notified to the Client from time to time).

"**Incident**" means an incident, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Services. "Client-Induced Incident" shall not constitute an Incident under the scope of this definition;

"**Implementation Fee**" means the implementation fee specified in the Order in respect of the Services needed for the implementation and set-up of the Platform by Expect Me for the Client, payable as stated in the Order;

"**Initial Term**" means the initial period for which the Agreement is being concluded, as set out in the Order. The Initial Term starts on the Effective Date;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Maintenance Services**" means the general maintenance of the Platform and Services, and the application of Updates and Upgrades;

"**Object Code**" means software as assembled or compiled on magnetic or electronic binary form on software media that is readable and usable by machines but not generally readable by humans without reverse assembly, reverse compiling or reverse engineering;

"**Order**" means the order as agreed upon between the Client and Expect Me, including any Schedules.

"**Party**" means a party to this Agreement;

"**Personal Data**" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Platform**" means the platform managed by Expect Me and used by Expect Me to provide the Services, including the application and database software for the Services, the system and server software used to provide the Services;

"**Professional Services**" means additional professional services in addition to the Services, requested by the Client from Expect Me and provided by Expect Me, including but not limited to the provision of training services and the creation of customizations of the Platform or Services. The Professional Services will be provided at a rate as set out in the Order, namely the Professional Services Fee;

"**Professional Services Fee**" means the professional services fee specified in the Order in respect of the Professional Services;

"**Schedule**" means any schedule attached to the Order of this Agreement;

"**Services**" means Expect Me's SaaS software and implementation, as specified in the Order, which will be made available by Expect Me to the Client as a service via the internet in accordance with this Agreement;

"**Support Services**" means the support in relation to the use of the Services, which will include customer services;

"**Supported Web Browser**" means Google Chrome, Safari, and Firefox (or such other web browser Expect Me might support in the future as will be notified to the Client from time to time);

"**Term**" means the term of this Agreement;

"**Terms and Conditions**" means these Terms and Conditions including any Schedules;

"**Third Party**": a natural or legal person, a government agency, a service or other body, not being a Party to this Agreement or an End-Customer;

"**Update**" means a hotfix, patch or minor version update to the Platform;

"**Upgrade**" means a major version upgrade of the Platform.

2. Platform and Services

2.1 Expect Me shall create an Account for the Client and shall provide to the Client login details on or promptly following the Effective Date in order to access the Platform. The moment whereupon the Client can effectively use the Services and Platform, depends on the implementation onboarding project as agreed upon between the Parties.

2.2 Expect Me hereby grants to the Client a personal, restricted, non-assignable, worldwide, non-exclusive, non-transferable license to use the Services by means of a Supported Web Browser (i) for the internal business purposes of the Client,

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and (ii) to make the Platform and Services available to its End-Customers, during the Term and as set out in the relevant Documentation.

2.3 The Client is entitled to use its license in order to service its End-Customers, but only in accordance with the provisions set out in the Agreement. Under no circumstances shall the Client grant its End-Customers access to its Account(s). The Client can provide access to its End-Customers to use the Platform by generating a personalised link to provide access to the Platform, on which the End-Users can use the Services.

2.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by Expect Me to the Client under this Agreement is subject to the following prohibitions. The Client must not and shall procure that its End-Customers shall not: (a) sub-license, hire, assign, distribute, transfer, sell, lease, rent charge or otherwise deal in or encumber its right to access and use the Services and/or the Platform; (b) permit any unauthorised person to access or use the Services; (c) use the Services to provide services to Third Parties other than the End-Customers; (d) republish or redistribute any content or material from the Services; (e) make back-up copies of the Platform or the Object Code behind the Services or the Platform.

2.5 The Client acknowledges to comply with all applicable laws relating to the use of the Services.

2.6 For the avoidance of doubt, the Client has no right to access the software code (including Object Code, intermediate code and source code) of the Platform, either during or after the Term.

3. Professional Services

3.1 In addition to the Services and Platform, the Client can require additional Professional Services from Expect Me through electronic mail as set out in article 19.4 of these Terms and Conditions.

3.2 Expect Me shall provide the Professional Services in complete independence and shall plan its activities as it sees fit. This independence constitutes an essential element of this Agreement, without which the Parties would not have concluded it. In no case shall this Agreement be interpreted as an employment contract between the Client and the person or persons assigned by Expect Me.

4. Client Cooperation

4.1 The Client acknowledges and agrees that in order for Expect Me to effectively perform the Services and Professional Services in a proper, timely and efficient manner, the Client must cooperate with Expect Me by (i) making available on a timely basis management decisions, information, and approvals; and (ii) at no cost to Expect Me, 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 and the Professional Services.

4.2 The Client shall use best efforts to promote the Services and the Platform to its End-Customers.

5. Client Data

5.1 The Client hereby grants to Expect Me a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client's Data to the extent reasonably required for the performance of Expect Me's obligations and the exercise of Expect Me's rights under this Agreement. The Client also grants to Expect Me the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of Expect Me's obligations and the exercise of Expect Me's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.

5.2 The Client warrants to Expect Me that the Client's Data when used by Expect Me in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

6. Security and Usage

6.1 The Client shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Services using an Account.

6.2 Expect Me shall use all reasonable endeavours to maintain the availability of the Services to the Client, but does not guarantee 100% availability.

6.3 The Client must not use the Services: (a) in any way that is unlawful, illegal,

fraudulent or harmful, or (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

7. Usage Control

Expect Me has the right to monitor and inspect the usage of the Services and the Platform by the Client. If such inspection shows that the Client has underpaid the amount of fees due to Expect Me, without prejudice to any other rights and remedies available to Expect Me, the Client shall promptly pay the amount of such underpayment to Expect Me together with any applicable late payment interest.

8. Intellectual Property Rights

8.1 Expect Me is and remains the sole and exclusive owner of the Platform, the Services and Documentation and all related Intellectual Property Rights. Nothing herein shall convey title or any proprietary rights in or over the Platform, Services or Documentation to the Client or any Third Party. The Client shall not in any way acquire any title, rights of ownership, copyright, Intellectual Property Rights or other proprietary rights of whatever nature in the Platform or Services, including any materials provided under Professional Services or in any copies of it.

8.2 The Client agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Platform or Services, or visible during its operation, or on media or on any Documentation. Client shall incorporate or reproduce such proprietary markings in any permitted back-up or other copies.

8.3 Any and all Intellectual Property Rights developed or created in the course of the provision of the Professional Services shall vest in Expect Me upon their creation.

9. Third Party Infringement Claims

9.1 Expect Me will be given prompt written notice of any Third Party claim on an alleged or actual infringement by the Services, Professional Services or the Platform or other material made available by Expect Me, and will be granted the right to control and direct the defense and settlement of such a claim. The Client shall be entitled to participate in such proceedings at its own cost. Expect Me shall keep the Client regularly informed of the status of the proceedings and/or settlement negotiations. The Client agrees to reasonably cooperate with Expect Me in the defense and settlement of such a claim. In the event the Services or the Platform or such other material as referenced above, in Expect Me's reasonable opinion, are likely to become or actually become the subject of a claim of infringement as set out above, Expect Me shall have the right, at its option and expense, to (i) modify or replace the (alleged) infringing material so that it becomes non-infringing while preserving substantially equivalent functionality; or (ii) obtain for the Client the right to continue to use, market and distribute such material as per the terms of this Agreement.

9.2 Client shall indemnify, defend and hold Expect Me and its affiliates harmless from and against any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Expect Me arising out of Client's infringement of any Third Party's intellectual property rights.

9.3 Expect Me shall have no liability for any claim which is based upon (i) Client's or End-Customer's unauthorized use of the Services or Platform, (ii) Client's, End-Customer's or any Third Party's modification of any of the Services or Platform, or (iii) Client's or End-Customer's use of the Services or Platform in unauthorized or incompatible combination with any non-Expect Me products or services.

10. Confidentiality

10.1 Each Party shall treat as confidential and keep secret all Confidential Information relating to the other Party and shall not disclose to any Third Party, other than its agents, officers, employees, professional advisors, insurers, subcontractors or consultants where such disclosure is necessary, any Confidential Information learned during the negotiation and performance of the Agreement. Confidential Information disclosed under this Agreement shall not be used by the recipient thereof for any purpose other than as required for the performance of its obligations under the Agreement.

10.2 Both Parties shall take precautions to maintain the confidentiality of the Confidential Information and in particular the Parties covenant that they: (a) shall not copy or otherwise exploit any component of the Confidential Information other than as herein provided, nor make any disclosures with reference thereto to any Third Party, (b) shall promptly notify the other Party if it becomes aware of any breach of confidence and give the other Party all reasonable assistance in

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connection with the same.

10.3 The provisions of this article shall not apply to any secret or information which: (a) is published or comes into the public domain other than by a breach of the Agreement or, (b) can be shown to have been known by the receiving Party before disclosure by the disclosing Party or, (c) is lawfully obtained from a Third Party or, (d) can be shown to have been created by the receiving Party independently of the disclosure and other than as part of the project.

10.4 The restrictions in this article do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation or by any judicial or governmental order or request.

10.5 The provisions of this article shall continue in force during five (5) years following the termination of this Agreement.

11. Payment Terms

11.1 The Commission, Implementation Fee and Professional Services Fee will become payable as set out in the Order and the Terms and Conditions. All payments under this Agreement shall be done by bank transfer (using such payment details as notified by Expect Me to the Client from time to time).

11.2 Invoices shall be sent in PDF-format to the Client's email address, specified in the Order, or in written to the Client's physical address if specifically requested by the Client.

11.3 Client agrees to make all payments due to Expect Me under the provisions of this Agreement within thirty (30) days of the date of invoice and in euro, unless Parties have agreed otherwise in writing. In event of late payment, all Client payment obligations to Expect Me will immediately become due and payable.

11.4 All fees payable to Expect Me under this Agreement shall be paid without the right to set off or counterclaim and free and clear of all deductions or withholdings whatsoever, unless the same are required by law, in which case the Client undertakes to pay Expect Me such additional amounts as are necessary in order that the net amounts received by Expect Me after all deductions and withholdings shall not be less than such payments would have been in the absence of such deductions or withholding. Sums stated to be payable under this Agreement do not include any applicable value added tax or other taxes, which shall be additionally charged to the Client. The Client is responsible for payment of all general, state or local import, usage, value added, withholding or other taxes associated with the supply or use of the Services or Platform. The Client shall promptly reimburse Expect Me for any such taxes or duties paid by Expect Me.

11.5 The amount of any invoice which has not been paid within thirty (30) days from the invoice date shall automatically be subject to a late payment interest equal to the legal interest rate of the Act of 2 August 2002 on late payment interests in commercial transactions, which interest shall be compounded daily as of the due date until receipt of full payment by Expect Me. In addition, Client shall pay all costs incurred by Expect Me, as a result of the (extra)judicial enforcement of the Client's payment obligation under this article, with a minimum of 150 EUR. If Client fails to pay any outstanding amounts within sixty (60) days from receipt of a written default notice, Expect Me shall be entitled to suspend its obligations and the Client's rights hereunder until receipt of payment of such outstanding amounts.

11.6 Each invoice made by Expect Me shall be deemed to have been accepted by the Client if it is not disputed by registered letter sent to Expect Me wherein the reason for the dispute is explained, and this within thirty (30) days after the invoice date of that specific invoice.

11.7 In the event the use of the Platform, Services or Professional Services give rise to additional costs and/or expenses for the Client from third parties (including but not limited to software integration costs), such costs are exclusively the Client's responsibility and cannot be claimed from Expect Me.

12. Limitation of Liability

12.1 The limitations and exclusions of liability set out in this article and elsewhere in this Agreement govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

12.2 Neither Party shall be liable to the other Party in respect of any losses arising out of a Force Majeure Event.

12.3 Subject to the maximum extent permitted by applicable law, Expect Me's liability under this Agreement in respect of each event (or series of connected events) shall not exceed the Commission paid by the Client to Expect Me under the present Agreement for a period of twelve (12) months prior to the date of

the event (or last of the series of connected events) giving rise to the claim.

12.4 Under no circumstances shall Expect Me be liable to the Client and/or End-Customer for any indirect, punitive, special consequential or similar damages (including damages for loss of profit, anticipated savings, lost revenue or income, loss of use or production, loss of business, loss or corruption of data, loss of database or software, loss of customers and contracts, loss of goodwill, the cost of procuring replacement goods or services, and reputational damage) whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever, and Third Parties' claims. Each Party shall have the duty to mitigate damages.

13. Term

13.1 The Agreement shall commence on the Effective Date and continue in effect for the Initial Term and shall thereafter automatically and tacitly renew for successive one-year periods (each a "Renewal Term") unless written notice of non-renewal is given by either Party at least three (3) months prior to the expiration of the Initial Term or any (subsequent) Renewal Term.

13.2 Expect Me may terminate this Agreement and/or user rights granted hereunder by written notice to the Client, if the Client fails to pay to Expect Me any amount due hereunder and the Client fails to cure such failure to pay within sixty (60) days from the date of such notice. The Client acknowledges and agrees that any use of the Services or Platform outside the scope of the license as set forth in the Agreement, unless such use has been expressly approved in writing by a duly authorized representative of Expect Me, shall entitle Expect Me to immediately terminate (or alternatively, at Expect Me's option, suspend) one or more of the licenses granted hereunder and/or the Agreement for material breach by the Client, without any formalities being required and without prejudice to any other right or remedy available to Expect Me pursuant to this Agreement or under applicable law.

13.3 Either Party may terminate this Agreement by written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days from the date of receipt of such notice by the breaching Party, provided that Expect Me shall be entitled to terminate the Agreement (or alternatively suspend the Services and/or user rights granted hereunder) on giving written notice in the event the Client breaches the license terms hereunder or infringes Expect Me's Intellectual Property Rights. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement: (i) a Force Majeure Event; (ii) a fault or failure of the Client's computer systems or networks; (iii) any breach by the Client of this Agreement; or (iv) scheduled maintenance carried out in accordance with this Agreement.

13.4 Either Party may terminate the Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

13.5 Upon termination of the Agreement for whatever reason the Client shall promptly pay Expect Me all fees and other amounts earned by or due to Expect Me in respect of the Services and use of the Platform, up to and including the date of termination, including (non-exhaustive list) the full Commission, Implementation Fee and Professional Services Fees.

14. Maintenance

14.1 Expect Me shall provide the Maintenance Services to the Client during the Term.

14.2 Expect Me shall where practicable give to the Client at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Services or are likely to have a material negative impact upon the Services.

15. Support Services

15.1 As of the Effective Date and in consideration of the timely payment by the Client of the Commission, Implementation Fee and Professional Services Fees, as the case may be, Expect Me shall provide Support Services in Dutch and English in relation to the Services and Platform as set out in the Order.

16. Warranty

The Client acknowledges and agrees that the Services and the Platform are provided "as is". Except for the foregoing warranty and to the maximum extent

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permitted by applicable law, Expect Me does not make any representations or warranties, express or implied, concerning any matter under this Agreement (including the Services and the Platform) and Expect Me disclaims any representations or warranties, express or implied, including (without limitation) any implied warranties of accuracy or completeness of data, fitness for a particular purpose, merchantability, or non-infringement.

17. Hosting

17.1 The Services and Platform are hosted by the Hosting Partner and Expect Me is entitled to provide the Hosting Partner's Services ("**Hosting Services**") to the Client. The Client represents and warrants that it accepts the terms and conditions of the last version of the Hosting Partner's terms of use as available on its website the ("**Hosting Terms**") and acknowledges and agrees that the Hosting Partner shall retain the right to unilaterally change these terms at any time.

17.2 The Client acknowledges that the Hosting Services will be performed in dedicated the Hosting Partner's datacentres. The warranties set out in the Hosting Terms are not applicable in case the non-conformity with the service level terms and conditions is due to accident, misuse or use in any other way which is not compatible with the Hosting Terms or the present Agreement. Expect Me and the Hosting Partner do not give any other warranties and reject all other explicit, implicit or legal warranties, including warranties in respect of merchantability, fitness for a particular purpose, adequate quality, title or non-infringement. Expect Me shall in no event provide any warranty in respect of the Hosting Services.

17.3 The Client on behalf of its users gives the Hosting Partner the permission to process all Personal Data as contemplated by this Agreement.

17.4 The maximum liability of Expect Me and the Hosting Partner for all claims in respect of the Hosting Services, is limited to only direct damages and will in no event exceed the amount of the Commission paid by the Client to Expect Me during the past six (6) months prior to the event which gave rise to the claim. These limitations are applicable regardless of the determined liability based on breach of contract, risk liability, breach of terms of warranty or any other legal ground and to the extent permitted by applicable law.

18. Privacy and Data Protection

18.1 Each Party shall comply with all applicable legal requirements regarding privacy and data protection, more in particular with the General Data Protection Regulation of 27 April 2016 ("**GDPR**") with respect to the processing of personal data (as defined in the GDPR).

18.2 The Client represents and warrants to Expect Me that it has the legal right to disclose any personal data that is available to Expect Me under or in connection with this Agreement (including, but not limited to, any personal data that might be disclosed by the End-Customer while using the Services and the Platform) and that the Client has a valid legal ground to process such personal data and to disclose such personal data to Expect Me in accordance with applicable law. The Client undertakes to sufficiently inform all data subjects about such processing activities by the Client and/or Expect Me (as applicable) in accordance with applicable law.

18.3 Expect Me shall use Client's personal data in accordance with the Data Processing Agreement as concluded between the Parties and as attached hereto.

18.4 If any changes or prospective changes to the Data Protection Laws result or will result in one or both Parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the Parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

19. Miscellaneous

19.1 Severability - If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless continue in full force and effect. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.

19.2 Survival - The provisions of this Agreement that are expressly or implicitly intended to survive termination, shall survive any expiration or termination of this Agreement.

19.3 Waiver and entire agreement - This Agreement may be modified or amended only by written agreement executed by a duly authorized representative of both Parties hereto. This Agreement may be waived only by a written document signed by the Party entitled to the benefits of such waiver. Each such waiver or consent shall be effective only in the specific instance and for the

purpose for which it was given and shall not constitute a continuing waiver or consent. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express clauses of this Agreement.

19.4 Notices - Any notice required to be served by this Agreement shall in first instance be given by electronic mail to the email addresses set out in the Order. All notices given by electronic mail, shall only be valid in case confirmation of receipt was expressly given by electronic mail by the receiving Party. In case no confirmation of receipt was given by the receiving Party within five (5) Business Days, all notices can be done in writing and served by personal delivery or registered letter, addressed to either Party at its address given in the Order or to such other address as a Party may designate by notice hereunder. All notices shall be deemed to have been given either (i) if by hand, at the time of actual delivery thereof to the receiving Party at such Party's address, (ii) if sent by overnight courier, on the next Business Day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the 5th Business Day following the day such mailing is made.

19.5 Publicity - Expect Me shall have the right (unless otherwise indicated in the Order) to use any trademarks or other marks of the other Party (including the other Party's corporate name) for marketing or promotion purposes, such as (but not limited hereto) client references on Expect Me's website and sales presentations.

19.6 Interpretation - In this Agreement (unless the context shall otherwise require or permit):

(a) Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

(b) Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and incorporate; and each case *vice versa*;

(c) The headings or captions to the articles are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

19.7 Relationship between the Parties - The relationship between Expect Me and the Client is that of independent contractors. Neither Party is agent for the other and neither Party has any authority to make any contracts, whether expressly or by implication, in the name of the other Party, without that Party's prior written consent for express purposes connected with the performance of this Agreement.

19.8 Force Majeure - Neither Party will be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement due to a Force Majeure Event. If a Party refers to a Force Majeure Event, he must immediately (at least within five (5) Business Days) inform the other Party of the nature of the Force Majeure Event, stating the date when the Force Majeure Event comes or has come into effect, and also when it will have ceased to exist. In this case, the Party must use its best efforts to keep the consequences to a minimum.

19.9 Non-Assignment - Client shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Expect Me's prior written consent. Expect Me's consent should be requested by registered letter, disclosing the identity of the prospective transferee. Subject to any restrictions on assignment herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assignees.

19.10 Language - The Agreement is in the English language only, which language shall be controlling in all respects. Furthermore, all communications and notices made or given pursuant to the Agreement shall be in the English or Dutch language.

20. Special Terms and Conditions

Expect Me undertakes to comply to the additional Special Terms and Conditions, if applicable, as set out in the Order.

21. Applicable law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Belgium and the Parties hereto submit to the exclusive jurisdiction of the competent courts of Antwerp (Antwerp division). The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

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