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Below contains the T&C's of 01/12/2025 but a newer version might have been published online.

Article 1 - Definitions

In these general terms and conditions, the following terms shall have the following meanings:

- **Agreement or Contract:** any agreement that comes into being between Cheops and the Customer, including any amendment or addition thereto, consisting of the Offer and/or Order, Specific Terms and Conditions, General Terms and Conditions, Data Processing Agreement, if and insofar as applicable.
- **Annex :** an annex to this Agreement which forms an integral part thereof and which is governed by the provisions thereof;
- **Calendar days :** Monday to Sunday, every day of the week
- **Cheops:** Cheops Technology NV, with registered office at Prins Boudewijnlaan 7 B, 2550 Kontich, company number 0438.846.311.
- **Customer:** any legal entity with whom Cheops enters into an Agreement, or is negotiating, with regard to the delivery of Products and/or the provision of Services.
- **Data Processor Agreement :** the agreement entered into between Cheops and the Customer, any amendment or supplement thereto, which relates to the processing of personal data and whereby Cheops acts as processor and the Customer as the controller, if and insofar as applicable.
- **Fee :** the amount that Customer must pay to Cheops pursuant to this Agreement.
- **General Terms and Conditions :** these terms and conditions generally applicable to Products and/or Services for the benefit of the Customer
- **Offer:** the unilateral order form, offer, commission or proposal for an agreement drawn up by Cheops.
- **Order :** an Offer signed by both Parties
- **Party or Parties :** Cheops and/or Customer
- **Products:** all hardware, equipment, goods, Software components, materials of third parties which the Customer purchases from Cheops, whether or not in the context of the provision of Services for the Customer by Cheops.
- **Services:** all work performed by Cheops for or on behalf of the Customer, whether or not in connection with the delivery of Products.

- **Service Levels:** different quality levels which Cheops sets in its Services
- **Software :** the software ordered by the Customer and of which the ownership is held by a third party.
- **Specific Conditions :** the conditions specifically applicable to the Products and/or Services for the Client
- **Working day:** Monday to Friday between 08:00 and 18:00 (average 8 hours per working day), except Belgian legal holidays.

Unless the context requires otherwise, the singular used in this Agreement shall include the plural and vice versa. References to the Parties shall include references to their legal successor(s).

A reference to this Agreement implies a reference to the articles of this Agreement and the Annexes to the Agreement. In the event of any conflict between the provisions of the Agreement and the Annexes, the following shall apply, with the higher document taking precedence over the lower one:

- the Annexes to the Agreement; and subsequently
- the Specific Provisions to the Agreement; and then
- the General Provisions to the Agreement
- the Order
- the Offer

Article 2 - Scope and amendments to the General Terms and Conditions

2.1. These General Terms and Conditions shall apply to all Offers, Orders and Agreements from and with Cheops for the delivery of Products and/or Services, as well as to the performance thereof.

2.2 The Customer's general terms and conditions do not apply in any case, not even in addition to these General Terms and Conditions, and their possible applicability is hereby expressly excluded.

2.3 Deviation from and/or addition to these General Terms and Conditions is only possible if and insofar Cheops has expressly accepted the deviation in writing in the Order or the Agreement.

Article 3 - Conclusion of the Agreement

3.1 Each Offer is entirely without any obligation, unless the contrary is explicitly confirmed in writing with a signature by Cheops. If the Offer is accepted by the Customer

in writing, Cheops does, however, have the right to revoke it within two Working Days after notification of the acceptance by the Customer.

3.2 Oral undertakings by one of the Parties shall not be binding unless confirmed in writing.

3.3 The Agreement comes into force by the signing of the Agreement between the Client and Cheops or as soon as Cheops has signed the Offer which was initially signed by the Client, as a result of which an Order comes into force. Any subsequent agreements or changes are only valid if and as soon as the Parties have confirmed them in writing.

3.4 The persons signing the Agreement for the Customer guarantee that they are authorised and have the necessary authority to bind the Customer to the Agreement.

Only authorised persons such as directors and representatives authorised by directors can legally bind Cheops. Other representatives and agents have no authority to conclude agreements and Cheops is entitled not to accept such agreements.

Article 4 - Amendments to the Offer and/or Order

4.1 The Customer guarantees to Cheops the correctness and completeness of the dimensions, requirements, performance specifications and other data on which Cheops bases its offer. The pictures, specifications and technical data which are mentioned by Cheops only serve as information and are not binding for Cheops.

4.2 Changes regarding the scope and/or the quantity of Products and/or Services to be provided as well as changes to drawings, specifications and the like can only be agreed upon in writing by both parties. If, in the opinion of Cheops, a change has consequences for the agreed price, delivery time and/or quality, including but not limited to any agreed Service Levels, it shall, before implementing the change, inform the Customer in writing as soon as possible after notification of the desired change.

4.3 Cheops has the right to make improvements and changes to the Products and/or Services which Cheops considers useful or necessary, for example, for continuity, development and security. The Customer undertakes to accept these improvements and changes, and to carefully follow Cheops' instructions with regard to their implementation.

4.4 It is not possible for Customer to cancel an Order, either in whole or in part.

Article 5 - Prices and rates

5.1 Except for the Products and/or Services concluded at fixed and non-revisable prices, the delivery of Products and/or Services will be at the prices and rates charged by Cheops at the time of delivery.

5.2 If the price is determined on the basis of time actually spent, the price will be calculated according to Cheops' usual rates, valid for the period in which the Services are performed, unless a different rate has been agreed.

5.3 For standard working hours on Business Days, an hourly or daily rate of 100% shall apply. Outside standard working hours on Business Days, the following overtime rate shall apply: an hourly or daily rate of 150% shall apply on Monday to Friday between 18:00-24:00 and between 00:00-08:00. An hourly or daily rate of 150% applies on Saturdays between 00:00-24:00. An hourly rate of 200% applies on Sundays and public holidays between 00:00-24:00. Work is preferably carried out during standard working hours on Working Days.

5.4 Unless explicitly agreed otherwise in writing with the Customer or explicitly stated by Cheops, all prices and rates used by Cheops are exclusive of VAT and any other government levies and exclusive of administration fee, Small Order Fee, Delivery & Administration Fee, port, customs, installation, assembly, training, transport, travel, accommodation or shipping costs. For orders of less than EUR 2500 ex VAT, a Delivery & Administration Fee of EUR 25 will be charged. For orders of less than EUR 500 ex VAT, a Small Order Fee of EUR 50 will be charged.

5.5 If prices are established in price lists issued by Cheops, these prices apply. The most recent price list is binding. Prices which deviate from the price list can only be agreed upon explicitly in writing.

5.6 For all Agreements, prices are valid for a maximum of one calendar year and may be adjusted annually on 1 January at the initiative of Cheops according to parameters representing the underlying real costs, including but not limited to the evolution of salary costs. This price adjustment will be made in accordance with the following formula: $\text{new amount} = \text{previous amount} \times (0.2 + 0.8 \times \text{new index} / \text{previous index})$. The index referred to in this formula is the Agoria index.

5.7 Cheops is also entitled to adjust rates in the interim because of price increases imposed by third parties or because of changed (market) circumstances.

5.7.1. Prices and rates for Services and/or Products which are directly or indirectly dependent on purchase prices and rates from third parties, can be charged to the Customer to the same extent as the third parties' adjustment charged to Cheops, from the moment when the third party has charged Cheops.

5.7.2. Prices and rates for Services and/or Products which are adjusted by Cheops due to changed (market) circumstances will be presented to the Customer prior to the price change and can only be charged after written agreement between both parties.

5.8. Changes to the agreed volumes (of Services) as a result of a decision by the Customer or failure to achieve the agreed volumes (of Services), will only lead to a pro

rata adjustment of the price in the event of a written agreement of Cheops, if the lower volume is not more than 20% less than the initially agreed volumes (of Services), regardless whether this is the result of a one-off or consecutive adjustment. The Customer confirms that in the event of a price adjustment as a result of a lower volume (of Services) by more than 20% with respect to the initially agreed volumes (of Services), irrespective of whether this is the result of a one-off or consecutive adjustment, the price will not be further adjusted pro rata and the total pricing of the delivered Products and/or Services can be re-determined by Cheops taking into account the lower effective volume.

Article 6 - Invoicing and payment

6.1 Cheops invoices Products upon delivery of the goods except if prepayment is required. Cheops invoices Services on a monthly basis prior to the Services or, only if explicitly agreed with the Customer, after completion of the Services.

6.2 The Customer shall pay all invoices in accordance with the payment conditions stated on the invoice. The term of payment shall be thirty (30) Calendar Days after the date of invoice for the supply of Services and eight (8) Calendar Days after the date of invoice for the supply of Products, unless otherwise stated on the invoice or expressly agreed in writing. Cheops is entitled to require a prepayment if deemed required upon its sole discretion prior to the delivery of any Products or Services.

6.3 Payments made by Customer shall first serve to settle all interests and costs due and then to settle the oldest outstanding and due invoices, even if Customer states that the payment relates to a later invoice.

6.4 The Customer is not permitted to set off its payment obligation towards Cheops against any claim of the Customer on Cheops, for whatever reason. Payments remain due and can never give rise to a refund.

6.5 The term of payment as referred to in Article 6.2 is a hard deadline. In the event of late payment, Customer will be in default without any notice of default being required, and Cheops will be entitled to suspend the performance of the Services and/or the delivery(s) of the Product(s) from the due date of the invoice and will be entitled to charge default interest of 1% per month (or if higher, the statutory default interest). In the absence of payment on the due date, the entire price or the balance of the price and additional interests and/or costs shall become immediately due and payable by operation of law, as shall the balance of all other invoices, even those not yet due. Furthermore, non-payment on the due date implies that a fixed compensation of 15% of the principal amount, excluding VAT, of the overdue invoice, with a minimum of 100 Euros, as well as the incurred legal and recovery costs, is due in favour of Cheops if it exceeds the fixed amount.

6.6 If the Customer fails to pay an outstanding invoice within ten (10) calendar days after sending a registered notice of default, Cheops has the right to terminate the

Agreement with immediate effect, without being obliged to pay any compensation to the Customer and without prejudice to the obligation of the Customer to pay all (outstanding) invoices.

6.7. A complaint on the invoice shall only be taken in consideration when Cheops is notified by registered mail within ten (10) calendar days from the date of the invoice at the latest.

Article 7 - Duration and termination

7.1 The Agreement is entered into for the term agreed between the Parties, in the absence of which the term of one (1) year shall apply.

7.2 After the initial period, the duration of the Agreement is each time tacitly renewed for the duration of the initially agreed period, unless the Customer or Cheops terminates the Agreement in writing with due observance of a notice period of at least three (3) months before the end of the relevant period.

7.3 Each Party shall be entitled to terminate the Agreement in the event of a material breach by the other Party of any provision of the Agreement and the other Party fails to remedy such breach within a period of thirty (30) days from receipt of written notice from the other Party, without prejudice to the right to claim damages and without prejudice to any other right of the terminating Party.

7.4 Parties shall be entitled to terminate the Agreement by means of a registered letter addressed to the other Party, without judicial intervention and without a notice period, without prejudice to the right to claim compensation and without prejudice to any other right of the terminating Party if the other Party (i) is declared bankrupt or is in a state of apparent insolvency or cessation of payments; (ii) ceases, temporarily or permanently, all or part of its activities; (iii) is terminated or dissolved; or (iv) a liquidator or administrator is appointed for the administration of the property or assets of the other Party.

7.5. Cheops has the right to terminate the Agreement in whole or in part if the behaviour of the Customer has a negative influence (or threatens to have a negative influence) on the reputation of Cheops, or if there are facts or indications with regard to the Customer concerning the unlawful, fraudulent or deceptive use of the Customer's Products and/or Services.

7.6 If either Party terminates the Agreement, Cheops immediately ceases to provide the Services and Customer must immediately pay Cheops for all Services provided up to and including the date of termination. At the express written request of the Customer, all data of the Customer which is held by Cheops on the date of termination will be returned to the Customer in standard format and at the expense of the Customer, unless the Customer requests in writing that this data be destroyed. If this is deemed necessary by the Parties, Cheops will cooperate in a qualitative and quantitative transfer of the data to

the Customer and/or third party against payment and in consultation with the Customer. When transferring the data, Cheops thereby also transfers the property and responsibilities to the Customer (and therefore not directly to the third party) and shall be indemnified against all responsibilities.

7.7 Premature termination of the Agreement by the Customer is not possible outside the cases referred to in Articles 7.3, 7.4 and 7.5. In any case, in the event of premature or late termination, the fees shall remain due in full until the next due date.

7.8. If during the term of the Agreement there are changes to the agreed volumes (of Services) as a result of a decision by the Customer, or if the volumes (of Services) change to such an extent or the agreed volumes (of Services) are not achieved, so that the performance of the Agreement becomes unprofitable for Cheops, Cheops has the right to terminate the agreement unilaterally, without compensation and subject to a notice period of six (6) months.

7.9. In the event of early termination of the Agreement, for whatever reason, if specific investments have been made or specific contracts entered into by Cheops for the Customer, the investments made will be taken over by the Customer at the residual value and/or the contracts entered into.

Article 8 - Responsibilities

8.1 The parties acknowledge that a successful delivery of Services and/or Products depends on proper mutual cooperation. The Customer shall always provide all reasonable cooperation required by Cheops in a timely manner.

8.2 Cheops carries out the Services to be performed by or on behalf of it in a competent and independent manner. The obligations entered into by Cheops are obligations of means. Only Cheops is responsible for its employees and the Customer does not exercise any authority under any circumstances, direction or supervision over the employees of Cheops. The Customer shall make the house and security rules applicable within its organization known to the employees deployed by Cheops before the start of the Services.

8.3 The Customer bears the risk of the selection and suitability of the Products and/or Services to be provided by Cheops.

8.4 If the Customer uses its own personnel and/or subcontractors in the performance of the Agreement, this personnel and these subcontractors will have the necessary knowledge and experience. If Cheops' employees perform Services at Customer's location, the Customer will provide the necessary facilities, such as access to computer rooms and systems and a workspace with computer and network facilities, in a timely manner and free of charge.

8.5 If the Customer makes software, hardware or other resources available to Cheops in connection with the Services and/or Products of Cheops, the Customer guarantees to obtain all necessary licences and/or approvals in relation to these resources which Cheops may require.

8.6 In order to enable Cheops to properly perform the Agreement, the Customer shall always provide all data or information reasonably requested by Cheops in a timely manner. The Customer is responsible for the correctness and completeness of the data, information, designs and specifications provided by him to Cheops. Cheops will periodically provide the Customer with information regarding the performance of the Services.

8.7 If and insofar as Cheops makes software, services and/or licences of third parties available to the Customer, the software, services and/or (licence) conditions of the third party in question will apply in the relationship between Cheops and the Customer, with the exception of the provisions in these General Terms and Conditions which deviate from these.

Article 9 - Delivery; risk and transfer of ownership of Products

9.1 Each delivery is to be regarded as a separate transaction and is carried out at the risk of the Customer. The delivery shall in principle take place on the foreseen delivery date without Cheops being able to guarantee this date. Cheops will, to the best of its ability, inform the Customer in good time of any changes to the delivery date. This delivery date is purely indicative. No delay or event can give rise to any retention, claim for damages and/or breach of contract.

9.2 From the moment of delivery, the risk of the Products sold passes entirely to the Customer, who will be responsible for all visible and invisible defects and all damage to or caused by these Products from that moment onwards.

Article 10 - Guarantees

10.1 The correctness of the delivery of a Product and/or Service must be checked upon receipt by the Customer, who must immediately upon delivery whether the delivery is in accordance with the Order.

10.2 A complaint, both regarding the content and/or the quantity of the delivered Products and/or Services, can only be taken into consideration if the error or mistake to which it relates is immediately mentioned on the delivery note, the timesheet or work order and/or is communicated to the registered office of Cheops by registered and motivated mail within ten (10) Calendar days after receipt of the Products and/or Services at the latest. Complaints concerning the Products and/or Services do not in any way release the Customer from its payment obligations.

10.3 The warranty for hidden or non-hidden defects in Products and/or Services is limited to (i) the replacement or repair of the defective merchandise as guaranteed by the manufacturer and within the warranty period provided by the manufacturer, and (ii) the re-execution of the defective Services. No other compensation or reimbursement of costs or interests may be additionally claimed. The Products must always be returned by the Client in the original packaging. Should the Products prove not to be defective after inspection by the manufacturer, a handling and administration fee of EUR 100 shall be payable.

Article 11 - Liability and indemnity

11.1 If one of the Parties fails to comply with one or more of its obligations under the Agreement, the other Party shall give it notice of default. The notice of default shall be in writing, granting the defaulting Party a reasonable period of at least thirty (30) Calendar Days to comply with its obligations after all. The notice of default must contain a description of the breach that is as complete and detailed as possible, so that the other party is able to respond adequately.

11.2 The Party which fails in the performance of its obligation(s) is liable to the other Party for compensation of the damage suffered by the other Party. A condition for any right to compensation is always that the Customer reports the damage to Cheops in writing as soon as possible after it occurs. Any claim for compensation against Cheops lapses by the mere expiry of twelve (12) months after the damage occurred.

11.3 The contractual, extra-contractual and/or statutory liability and/or indemnity for direct damage referred to in Article 11.2 is, regardless of the number of events, at all times limited to

- a maximum of the amount equal to the Fee (excluding VAT) payable for twelve (12) months for the relevant deficient Service, unless the Agreement has a shorter term than twelve (12) months, in which case the amount is limited to the Fee payable during the shorter term for the relevant deficient Service
- up to the amount equal to the Fee (excluding VAT) paid for the delivery of the Product

In no case shall the total compensation for direct damages under any Agreement exceed EUR 500,000.

11.4. The limitation of liability included in article 11.3 lapses in case of claims by third parties for damages as a result of death or injury and/or in case of fraud, intent or gross negligence on the part of the party causing the damages.

11.5 The contractual, extra-contractual and/or statutory liability for indirect and/or consequential damage referred to in Article 11.2 is excluded. Consequential damage is understood to mean, among other things, loss of profit; loss of turnover; missed savings;

damage due to business interruption; loss of data; damage to reputation; costs incurred to prevent, limit or determine consequential damage; damage other than the direct damage referred to in Article 11.3.

11.6 In the event that an event may cause damage to one of the Parties, the Parties shall make every effort and take measures (including, for example, by making persons and resources available) to limit the consequences of this event and the damage. The Parties will assist each other in this regard. Cheops is furthermore not liable for damage suffered by the Customer or any third party as a result of incorrect or inexperienced use by the Customer or any third party of the Services and/or Products supplied by Cheops.

Article 12 - Force majeure

12.1 Force majeure is a shortcoming which is not attributable to one Party nor is accountable for in accordance with the law, legal acts or generally accepted opinions. Force majeure is in any case understood to mean: general strikes, force majeure on the part of suppliers, defective goods, materials, software (from third parties), the use of which has been stipulated to Cheops by the Customer, disruptions in the electricity or communication network, fire, explosion, embargo, war, natural disasters and terrorism, epidemics, disruptions caused by the Customer and/or third parties.

12.2 If one of the Parties is unable to comply with its obligations or fails to comply with its obligations under this Agreement for a period of more than thirty (30) Calendar Days as a result of force majeure, the other Party shall be entitled to terminate the Agreement with immediate effect by registered letter, without this giving rise to any right to compensation and without prejudice to its payment obligations.

Article 13 - Intellectual Property Rights

13.1 All intellectual property rights, such as techniques, processes, concepts, methodologies, which arise - wherever and whenever - within the framework of the Order and/or Agreement and as delivered to the Customer, remain with Cheops at all times.

If Cheops uses its own Software or third party Software for the provision of the Services, the intellectual property rights to this Software as well as modifications, derivative works or additional developments remain exclusively with Cheops.

No rights of intellectual or industrial property, including but not limited to trade names, brand names and logos, are transferred to another Party under the Agreement. Such a transfer requires a separate agreement, in which such a transfer is explicitly regulated in writing.

13.2 If the Customer makes Software available to Cheops for the provision of the Services, the Customer grants Cheops a non-exclusive right to use the software, which is a limited right to use, maintain, improve and further develop the Software (or have it developed) for the benefit of the Services provided to the Customer. To this end, the

Customer will make the Software available to Cheops, including, if required, the source code thereof. The Software of the Customer, including the intellectual and industrial property of existing and future software, are, remain, respectively become the property of the Customer at the time of their creation, even if they are not yet completed.

13.3 The Customer acquires a limited, non-exclusive and non-transferable right of use for the duration of the Agreement with regard to the Software which already existed prior to the start of the Services and/or which were developed outside the scope of the Services, which Cheops delivers to the Customer during the term of this Agreement and of which the intellectual property rights (including all improvements and modifications to this) are (continue to be) vested in it or its licensors. If the Software rests with Cheops' licensor, then this Software will be delivered to the Customer according to the third-party technology agreement and therefore not under the present General Terms and Conditions.

13.4 If a third party makes a claim that the Services provided by Cheops infringe its intellectual property rights, Cheops will defend the Customer against such legal action and indemnify the Customer for damages and liability awarded by a court to the third party or laid down in an amicable settlement as accepted by Cheops, provided that the Customer acts as follows :

- Customer notifies Cheops immediately in writing, and at the latest within 30 days after the Customer has received the claim
- Customer gives Cheops the exclusive power to defend itself against the claims and, if necessary, to reach a settlement; and
- Customer gives Cheops the information, assistance and authorisation necessary to defend itself or to enter into an amicable settlement.

However, Cheops will not indemnify the Customer if the infringement is a consequence of:

- the use of the Services (or part thereof) in combination with materials, products, hardware, software, data, systems or others not supplied by Cheops,
- use of the Services, Products, Software (or part thereof) other than for which they were created,
- modification of the Services, Products, Software (or any part thereof) causing the infringement; and
- failure of the Customer to modify the Services, Products, Software (or a part thereof) at the direction of Cheops, as a result of which the infringement could have been eliminated or prevented.

If it is established by a court or amicable settlement that the Services and/or Products infringe a third party's intellectual property rights, the Customer may choose to either modify the Services to be non-infringing (while substantially preserving its utility or functionality) or obtaining a license to allow for continued use of the Services, or, if these alternatives are not commercially reasonable, the Customer may end the Services and/or return the Products and Cheops needs to refund the Fee paid by the Customer for that purpose.

This section provides the Client's exclusive remedy for any infringement claims or damages.

Article 14 - Confidentiality

14.1 "Confidential Information" includes all data exchanged within the framework of the Agreement, all data and knowledge regarding the relationship between the Parties, as well as regarding the business affairs of the other Party and furthermore all other information and data of a Party, of which this Party has made known that it is confidential, or of which the other Party understands or should reasonably understand that it is confidential.

14.2 Parties undertake to take all reasonable measures to ensure confidentiality vis-à-vis third parties with regard to the Confidential Information that they, their employees or third parties working for them may become aware of during the conclusion and/or execution of the Agreement. The parties shall oblige their employees to observe this confidentiality provision and guarantee that the employees will be obliged to observe confidentiality of Confidential Information through an employment contract and/or the third parties working for them through a confidentiality agreement.

14.3. The confidentiality obligation contained in the previous paragraph does not apply to data in respect of which Parties can demonstrate that: (i) the data was already known to third parties; (ii) it concerns data of general public knowledge; (iii) the disclosure is made on the basis of a legal obligation and/or at the request of a court; (iv) the data was known to the other party before the Agreement was concluded without breaching an obligation of confidentiality.

14.4 Cheops is obliged and shall ensure that all personal data of the Customer shall remain secret and shall not be used otherwise than for the purpose for which they are available at Cheops.

Article 15 - Notices and other communications

15.1 Without prejudice to the relevant statutory provisions, notices and other communications to Parties relating to the Agreement shall be given to the registered office of each Party by registered letter with acknowledgement of receipt, by courier, or by e-mail with subsequent written confirmation by registered letter.

15.2 Notices and other communications sent in the following ways shall be deemed to have been received by the addressee at the following times: i) if sent by courier: at the time of delivery by the courier to the addressee; ii) if sent by registered letter: at the Working Day mentioned on the receipt (iii) if sent by e-mail (with subsequent confirmation by registered letter): at the moment of receipt by the addressee of the e-mail (if this is after 17:00 hours local time at 09:00 hours on the next Working Day).

Article 16 – Non-hire

16.1 During the term of the Agreement, as well as during a period of one (1) year after the expiry or termination thereof, the Customer shall not, in any form whatsoever, directly or indirectly, (i) employ an employee or a former employee of Cheops until six (6) months after the termination of his/her (employment) agreement or (ii) enter into a cooperation on an independent basis (directly, via any company or via a third party), with an employee, contractor or former contractor of Cheops until six (6) months after the termination of his/her (employment) agreement, unless this is done with the explicit prior written consent of Cheops.

16.2 If the Customer acts in breach of Article 16.1, Cheops shall be entitled to an immediately payable, non-moderate compensation of one (1) year's gross wage bill or one (1) year's paid daily or hourly remuneration of the contractor concerned, without prejudice to the right to claim additional compensation. The same compensation shall be due by the Customer who, with the intention of circumventing this prohibition, achieves the same result in any other way.

Article 17 - Other provisions

17.1 Except with the prior written consent of the other party, neither party to the Agreement is permitted to transfer its rights or obligations under the Agreement to third parties. However, Cheops is permitted to transfer rights or obligations under the Agreement to its affiliated companies or to use subcontractors without the prior consent of the Customer. Cheops remains fully responsible for subcontractors in the performance of the Agreement.

17.2 If one or more articles of the Agreement should be invalid or otherwise not binding, this will not affect the validity of the other articles of the Agreement. The Parties shall then perform the Agreement, if necessary in joint consultation, as much as is permissible in the spirit of the intention of the invalid or non-binding articles. Furthermore, the parties will then, in joint consultation and in the spirit of the Agreement, amend the Agreement as far as necessary, in the sense that the non-binding articles will be replaced by provisions that are binding and that differ as little as possible from the non-binding articles concerned.

17.3 The Agreement contains all agreements between the Parties relating to the Agreement and replaces all previous written and oral agreements made by the Parties in this regard.

17.4 Cheops is entitled to use the name and logo of the Customer as well as a description of the Services performed for the Customer as reference material for marketing purposes.

18 Article 18 - Applicable law and dispute resolution

18.1 The general terms and conditions are governed by Belgian law. Application of the 1980 Vienna Sales Convention is expressly excluded.

18.2 Disputes between the Parties that are not settled within five (5) Working Days shall be submitted forthwith to the management of both Parties in order to obtain a decision from the management. Disputes that are not settled by the management within fifteen (15) Working Days shall, at the request of either Party, be settled by the competent courts of Antwerp.

18.3 In urgent cases each party may seek and obtain injunctive relief against a breach of this Agreement, in addition to any other legal remedies that may be available.