

Services - General Terms and Conditions

The following General Terms and Conditions apply to the Services provided by Provider to You, unless otherwise explicitly agreed by the Parties in writing in the Agreement or otherwise after its execution.

1. Definitions

In addition to the terms defined elsewhere in the Agreement all capitalized terms have the meaning as set out below in these General Terms and Conditions:

“**Agreement**” means the terms and conditions as agreed and signed by the Parties including all applicable Annexes, all terms and conditions incorporated therein, the Documentation provided by Provider and these General Terms and Conditions, as amended from time to time by the Parties.

“**Affiliate**” means with respect to any Party, any other person directly or indirectly controlling, controlled by or under common control with such relevant Party. For the purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) as applied to any Party, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Party whether through ownership of voting securities, by contract, or otherwise.

“**Applicable Laws**” means all applicable national, federal, regional and local laws, case law, international laws, regulatory constraints and any rule, judgment, court order, instructions or measures of a public or administrative authority, judicial authority or governmental approvals including, but not limited to, applicable aircraft and aviation laws, anti-corruption laws, anti-terrorism and money laundering laws, economic sanction and anti-boycotting laws, data privacy laws, safety and security laws, staff and labour laws.

“**Business Day**” means a day on which banks are generally open for business in Brussels.

“**Confidential Information**” means any information that is disclosed in writing and is clearly labelled as proprietary, confidential, or with words of similar meaning; (ii) information that is disclosed orally or visually and that is identified as proprietary or confidential at the time of its disclosure; (iii) content of the Agreement, the Services and Deliverables; (iv) any other information that due to its nature or the circumstances of disclosure would reasonably be deemed confidential, and is created and disclosed by the disclosing party to the receiving party before, during or after the Agreement whether of commercial, financial or technical nature, personnel-, subcontractor-, customer-, partner-, Provider-, product- or production-related or otherwise, samples and information relating to patent applications, process designs, process models, materials and ideas, know how, software, source and object code, maps, photos, photographs, quotations, invoices, files, plans, drawings, personal data, trade secrets, Drone Data, Documentation, user identifications, login details, account numbers or passwords.

“**Deliverables**” means all Drone Data, products, goods, work products, milestones, technologies, original works, documents, information, things, designs, designations, reports, presentations, discoveries, inventions, know-how, data and database whether in computer readable form or otherwise, methods, formulas, tools,

computer programs, including source code and any other software or firmware, specifications, materials, algorithms, methods, and any other items to be delivered by the Provider to You resulting from the performance of Services under the Agreement.

“**Documentation**” means general documentation, provided by the Provider which include information, instructions, manuals and standard requirements regarding the Services under the Agreement.

“**Drone**” means a remotely piloted unmanned aircraft system, including its associated remote pilot station(s), the required command and control links and any other components.

“**Drone Data**” means any information and data captured during a Flight in accordance with the Agreement, that have not been processed by Provider, including but not limited to, images, videos, photographs, footage, maps, aerial, digital and sensory data or measurements.

“**Fee**” the payments as defined, and structured and agreed by the Parties as set forth in the Agreement.

“**Flight**” shall mean physically using and flying a Drone by a Pilot.

“**Intellectual Property**” means any and all existing and future, registered or unregistered, intellectual property and proprietary rights, including but not limited to copyrights, patents, utility models, all rights of whatsoever nature in computer software and data, database rights, digital data, trade and service marks, trade names, service and product names, rights in logos and get-up, inventions, Confidential Information, model & design rights, all as well as know-how and trade secret rights, records, documents, papers and all intangible rights, privileges, any other works and applications and all forms of protection of a similar nature or allied to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration, all renewals, reversion or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world. Intellectual Property shall contain any enhancements, customization, modifications, derivative work and new inventions, developments, improvements or updates and upgrades thereof, of any kind.

“**Operation**” may consist of one or more or a series of Flights at the Site as agreed by the Parties, including relevant preparations of it, in accordance with the performance of the Services under the Agreement for which a Pilot is appointed.

“**Pilot**” shall mean the Provider hired by the Company as a freelancer or any employee or subcontractor of Provider, who must be a Drone licensed professional or legal entity; whereby a Pilot is appointed to carry out physically one or more Operations and must fulfil the requirements and qualifications as defined by the Parties in accordance with the terms and conditions of the Agreement.

“**Services**” shall mean any service offering agreed by the Parties including requested Deliverables pursuant to the Agreement and the Documentation as provided by Provider to You, including

relevant preparations of it and may be specified in further detail in writing between the Parties, as the case may be.

“**Site**” the geographical area or premises of which the Drone Data shall be collected as set forth in the Agreement or as otherwise agreed in writing by the Parties.

“**Taxes**” means any value-added tax (VAT), sales tax, income tax, consumption or withholding tax or any other similar applicable tax, duty, fee, levy or other governmental charge, customs duties and other levies.

2. Application

These General Terms and Conditions apply between the Parties to all present and future Services provided to You under the Agreement and shall govern the Parties’ business relationship, unless otherwise agreed between the Parties in writing in the Agreement or otherwise in writing.

3. Services and Deliverables

3.1. Provider shall comply with all Applicable Laws and shall perform the Services and provide the requested Deliverables in accordance with the terms and conditions of the Agreement and these General Terms and Conditions and as otherwise agreed by the Parties in writing.

3.2. Except as otherwise agreed by the Parties in writing, the Provider shall be fully responsible for the preparation, planning and provision of Services and provide all expertise, skills, tools, appointment of sufficient and qualified personnel, the resources, facilities, management, labour, equipment used and necessary for the performance of the Services.

3.3. Used and rendered Services which are not disputed or rejected in writing by You within ten (10) Business Day after the Service has been delivered, shall be considered to have been fully accepted. As from such date, Provider shall no longer be held liable for any deficiencies or lack of conformity.

3.4. You acknowledge that there are circumstances and conditions outside of Provider’s control, that may inevitably impact the quality or execution of Services by Provider or lead to the modification and extension of the agreed or committed timelines, such as Force Majeure, weather and meteorological conditions, Site conditions, legal or other restriction from national, federal, regional or local legislation, case law and instructions or measures of a public or administrative authority, third party permission or in case of technical restrictions, that would cause a risk of damages or hazards to Provider or third parties. Provider will promptly notify You and the Parties shall use reasonable efforts to mitigate in good faith the effect of any impact or delay and discuss alternative solutions and timelines.

4. Service Level

Provider will use reasonable endeavours to deliver the Services at the time as agreed in the Agreement or as otherwise defined by the Parties in writing. Unless Parties have explicitly agreed in writing on committed Service levels, the agreed timelines are indicative and may be extended by Provider upon reasonable grounds and prior notice to You. No non-substantial delay from the indicative timelines shall in any event give cause for the cancellation of the Services and shall not give any entitlement to termination of the Agreement or compensation.

5. Purchase Order

The Parties may enter into one or more specific transactions for the provision of Services by the Provider under the Agreement with detailed commercial terms using a purchase order in the format as provided by Provider, either via document, email, or in any other way and format the Parties may agree. The Provider shall review a purchase order submitted and duly signed by You within due time for acceptance. Provider may accept such

purchase order through a documented confirmation without the need of signing it. Without such confirmation the purchase order is considered to be void, unless otherwise agreed by the Parties. Each such purchase order shall be deemed to be a separate agreement between the Parties, subject to the terms and conditions of the Agreement. In case of conflicts, the terms and conditions of the Agreement prevail over the purchase order, unless expressly stated otherwise by the Parties in writing.

6. Compensation

6.1. In consideration of and as a compensation for the agreed Services, Provider shall be entitled to the Fees as defined, and structured and agreed by the Parties as set forth in the Agreement.

6.2. Unless explicitly stipulated otherwise in writing by the Parties, the standard payment term of thirty (30) days upon invoice date shall apply. Invoices shall be payable by wire transfer to Provider’s designated bank account as indicated in the Agreement. Invoices may be disputed in good faith by You. Invoices that are not disputed in writing within ten (10) Business Days after their issuing will be considered to have been fully accepted.

6.3. Any overdue undisputed, invoiced Fee shall be subject to an interest of one percent per month or the maximum permissible rate under Applicable Law, whichever is the highest and extra-legal recovery expenses, protest, expenses and legal costs cause by the late payment.

6.4. The Fee does not include any applicable transfer, excise, value-added or similar Taxes or assessments applicable to the Fee, sale, use or delivery of the Services. Such taxes and assessments, if any, shall be added to the invoice and paid by You, unless You provide Provider with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will appear as separate items on the invoice. If mandatory Applicable Law requires You to withhold any Taxes on payments under the Agreement, the Fee as agreed by the Parties shall be adjusted upwards to reimburse Provider for such Taxes. You shall notify Provider in writing and in advance of any withholding tax.

6.5. The Fee may only be revised in mutual agreement by the Parties or where the Agreement so explicitly provides. Provider is entitled to revise the Fee if You request changes to the Services.

7. Cancellation

7.1. In general, purchased and confirmed Services shall not be cancelled, except as explicitly agreed by Parties.

7.2. You may without any reason, upon written notice, at no charge and without any liability to Provider, cancel a) a non-confirmed order for Services, at any time; or b) cancel a confirmed Service not later than one (1) month prior the agreed commencement or scheduled start date of the respective Service. Should You cancel a confirmed Service later than such date, You shall compensate Provider for all actual and reasonable costs, expenses and losses incurred by Provider due to such cancellation, including costs for the preparation of the order and engaging of subcontractors, which however may not exceed the Fee payable with respect to the cancelled order and is on condition that the cancellation by You is not due to or contributed to by any breach of Provider’s obligations under the Agreement. Provider will always use reasonable efforts to mitigate such related expenses.

8. Obligations of the Parties

8.1. Either Party will allocate and appoint one main point of contact and shall provide for sufficient and qualified personnel to fulfil its obligation under the Agreement.

8.2. Either Party is responsible for all activities conducted by its personnel, employees, agents, subcontractors and Affiliates that they may engage for the performance of Services under the Agreement and their compliance with the Agreement.

8.3. You will provide Provider with all necessary access and all documents, information, assistance, support and guidelines that are reasonably required for the proper performance of the Services by Provider. Any changes to the information requested from and provided by You in connection with the Services or any other circumstance having an adverse effect on the Services or obligation under the Agreement including but not limited, with regards to the Site conditions or failures of Provider shall be promptly notified to Provider, with all reasonable assistance to avoid the occurrence of, to mitigate and/or to remedy the damages resulting from any (potential) damage event.

8.4. You are not permitted to use the Services in any way that (a) causes, or may cause, damage to the Provider or third parties or impairment of the availability or accessibility of the Services; or (b) is unlawful, illegal, fraudulent or harmful; or (c) involves any hazardous environments in which the failure could lead to death, personal injury or severe physical or environmental damage.

8.5. All documents, equipment, correspondence, records, specifications, software, models, notes, reports and other assets and documents and copies thereof entrusted to You by the Provider in the framework of the Services and the Agreement shall be handled by You with the care expected from a reasonably prudent person.

8.6. Provider shall provide for an insurance coverage that is legally required or customary for itself, its representatives, personnel and subcontractors during the term of the Agreement, in particular with respect to cover relevant risks and damages in connection with the performance of the Services and generally available to the Drone business and the Pilots.

8.7. Provider may use third party hardware and software to provide its Services and related Deliverables to You which is subject to the available functionalities, limitations and the general terms and conditions of the third party supplier for the use of such third party hardware and software.

9. Warranties

9.1. Each Party warrants and represents (a) to have the legal right and authority to enter into and perform its obligations under the Agreement; (b) that it has full authority to grant the rights granted to the other Party under the Agreement or with respect to the Sites; (c) to perform its obligation under the Agreement in accordance with all Applicable Laws, required consents, governmental approvals, and the terms and conditions of the Agreement; (d) that the performance of its obligation will not be conducted without any required consent and that the Services are not in any other way invalid, illegal or become unenforceable.

9.2. Provider warrants that (a) it has all the required skills, capacity, resources, tools and equipment necessary to perform its Services under the Agreement which will be carried out in a loyal, diligent and professional manner, in good faith and consistent with applicable industry standards that may be reasonably expected from a professional person in the same circumstances related to the applicable industry and given technical limitations; (b) all Deliverables will be made available to You without material defects in accordance with the Services and the Documentations and the Agreement; and (c) it will, at all

times, respect all of the applicable obligations or limitations and undertakes to perform the Services with reasonable care and skill in accordance with the Agreement. In the event of a valid warranty claim, the sole recourse consists of re-performance of the Services at the cost of Provider. In case Provider determines that the provision of Services under warranty is not be possible, the only compensation by Provider will be the return of all prepaid Fees on a prorated basis for the unused Services.

9.3. THE WARRANTIES IN THE AGREEMENT ARE YOUR EXCLUSIVE WARRANTIES AND SHALL REPLACE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. PROVIDER PROVIDES ITS ADVICE IN FORM OF RECOMMENDATIONS. PROVIDER DOES NOT PROVIDE ANY WARRANTY AS TO QUALITY, SUITABILITY, FEATURES, COMPATIBILITY OF THE SERVICES OTHER THAN AS MENTIONED IN THE AGREEMENT AND ITS DOCUMENTATION. PROVIDER DOES NOT WARRANT THE CORRECTION OF ALL DEFECTS OR ANY WARRANTY REGARDING THE ERROR-FREE OR UNINTERRUPTED USE OR OPERATION OF ITS SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES UNDER THIS PROVISION, PROVIDER MAKES NO FURTHER REPRESENTATION OR OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ACCURACY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT. THESE WARRANTIES SHALL NOT APPLY TO THE EXTENT THAT YOUR CLAIMS ARE DUE TO ANY CAUSES OR ERRORS RESULTING FROM YOUR FAULT OR IMPROPER USE OF THE SERVICE NOT IN ACCORDANCE WITH THE AGREEMENT, THE DOCUMENTATION OR INSTRUCTIONS OF THE PROVIDER.

10. Ownership

10.1. Nothing contained within the Agreement constitutes a transfer of any Intellectual Property from one Party to the other Party and each Party acknowledges that no right, entitlement, or interest in the Intellectual Property of a Party is extended to or conveyed to the other Party, except as expressly stated in the Agreement. Each Party acknowledges that anything created under the Agreement which is a modification, improvement or enhancement to the a Party's Intellectual Property which cannot be used independently from such Intellectual Property is and will become the property of that Party owning the relevant Intellectual Property.

10.2. Unless otherwise explicitly agreed by the Parties in writing, Provider exclusively owns all rights, title and interests in all worldwide Intellectual Property generated or provided in the performance of the Services under the Agreement, in particular with respect to the Deliverables and Documentation, the results of Services, either specific to You, Your customers or in general in connection with the Agreement or arising out of the business relationship between the Parties, either during, before or after the termination of the Agreement, which shall at all times solely and exclusively remain or be automatically transferred to Provider through assignment, entitlement or otherwise, including the entire right, title and interest.

10.3. Confidentially

During the duration of the business relationship between Parties and for a period of five (5) years thereafter, the receiving Party will not use the disclosing Party's Confidential Information without prior written consent of the disclosing Party for any purpose other than for the performance and enforcement of the

Agreement and will not use it in any public statements, press release or disclose the disclosing Party's Confidential Information to any third party other than to those of its Affiliates, employees and contractors, professional advisors, lenders, insurers who a) have a "need to know" such Confidential Information for a Party's performance and enforcement of the Agreement provided they are subject to written confidentiality obligations no less restrictive than the obligations in the Agreement; and b) may not be a competitor of the disclosing Party. The receiving Party will use the same efforts to protect the confidentiality of the disclosing Party's Confidential Information that it ordinarily uses to protect the confidentiality of its own confidential information of like importance, but in no event less than reasonable efforts. Trade secrets of a Party shall be subject to the confidentiality obligations of the Agreement at all times so long as the trade secrets remain trade secrets under Applicable Law. A consent of disclosing Party shall not be required for disclosure to the extent required by any Applicable Laws, judicial process or the rules and regulations of any recognized stock exchange, or to any third party to the extent necessary for the resolution of any dispute arising under the Agreement. The receiving Party will immediately return all Confidential Information to the disclosing Party upon prior written request except for one copy as required by Applicable Law after the termination of the Agreement.

11. Limitation of Liability

11.1. Subject to the limitation set forth in this Clause (Limitation of Liability) hereafter, either Party agrees to indemnify the other Party, against all losses, damage, costs or liability, including taxes and social security contributions, interest, penalties, reasonable costs and expenses, which the other Party may incur as a result of an act, omission or breach by that Party of any of its obligations under the Agreement. For the avoidance of doubt, under no circumstance shall a Party be liable to the other Party to the extent the non-performance, damages, liability are due to an act, omission or failure of the other Party or a breach of the other Party's obligations under the Agreement or were caused through circumstances not attributable to that Party's fault.

11.2. The total aggregate liability of either Party to the other Party or to any third party under or in connection with the Agreement, whether in tort (including negligence) or under statute, in contract (including under any warranty and indemnity), or otherwise, shall be limited to the amount of the average recurring yearly Fee payable under this Agreement as agreed by the Parties.

11.3. Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party or to any third party in connection with the Agreement, whether in tort (including negligence) or under statute, in contract, under a warranty or indemnity, or otherwise, for any indirect, incidental, punitive, or consequential damages, lost profit and lost revenue, interruption of use, lost data or corrupted data, costs of procurement for substitution of products or services, third party software and claims, provided information, wasted management time, loss of use of computer systems and related equipment, computer failure and malfunctions, downtime costs, arising out of the Agreement or the termination thereof, even if a) such damages were foreseeable, or a) the Party has been advised of the possibility of such damages.

11.4. The foregoing limitations of liability shall also apply to the personal liability of any officers, employees, proxies, agents, corporate bodies or subcontractors and Providers of the Parties.

11.5. The provisions of this Clause (Limitation of Liability) shall not apply to the extent restricted or prevented by mandatory Applicable Law that cannot be amended or excluded by contractual waiver such as deliberate acts, fraud, in case of death or personal injury caused by negligence.

11.6. Each Party shall use all reasonable endeavours to mitigate all damages incurred by it as a result of the failure to perform under, or a breach of the Agreement by the other Party.

12. Force Majeure

Either Party shall not be liable for any failure to perform if such failure is due to Force Majeure. In case of such a failure, the obligations of that Party shall be suspended to the extent caused by, and for the duration of, a Force Majeure event. The term "Force Majeure" shall mean any circumstances or occurrences, not reasonably foreseeable and not reasonably within the control of the Party claiming Force Majeure, which the Party claiming Force Majeure could not by way of reasonable efforts have overcome and which therefore temporarily or definitively prevents such Party to perform its obligations under the Agreement. Force Majeure includes, without limitation, the following events: natural disasters, nuclear or chemical explosions and their consequences, measures by a public authority, electricity outages, labour disputes and strikes, war, threat of war, invasion, armed conflict, terrorist attacks or revolution, any meteorological circumstances and weather conditions, epidemics and pandemics. Payment obligations can however never be affected by Force Majeure. Upon the occurrence of an event constituting Force Majeure, the Party affected by this event shall notify the other Party within fifteen (15) Business Days after the start of the event constituting Force Majeure, specifying the nature of the Force Majeure, the beginning thereof as well as the estimated duration thereof. The Party affected by Force Majeure shall use its reasonable efforts to a) overcome the situation of Force Majeure; b) mitigate the consequences of Force Majeure for the other Party; and c) resume performance at the end of the Force Majeure situation, unless otherwise agreed between the Parties or unless the Agreement has been terminated in accordance with its terms. Parties shall negotiate in good faith on a solution to overcome the situation of Force Majeure. If the event of Force Majeure continues for more than sixty (60) days after notice of such event of Force Majeure to the other Party and Parties have not reached an agreement on a solution to overcome the situation of Force Majeure, either Party shall be entitled to terminate the Agreement, without court intervention and without any compensation whatsoever being due by that Party towards the other Party.

13. Termination and Suspension

13.1. Either Party may terminate the Agreement for cause at any time, with immediate effect and without liability to the other Party, upon the occurrence of any of the following events:

- (a) a material breach of the provisions of the Agreement by the other Party, which, to the extent it can be remedied, has not been remedied within fifteen (15) calendar days following a written notice requesting that such breach be remedied, including but not limited to a) the persistent or consistent failure to provide the agreed Services in accordance with the Agreement; or b) the failure to pay the undisputed overdue invoice in connection with the Agreement;
- (b) wilful default and fraud by the other Party;
- (c) bankruptcy, composition with creditors, the appointment of a trustee or the liquidation of or with respect to the other Party or any similar event.

13.2. Subject to the conditions of Clause 14.1, instead of terminating the Agreement for cause, Provider may, suspend temporarily the Services until the relevant cause is fully remedied.

13.3. Termination of the Agreement for any reason will not affect accrued rights, indemnities, existing commitments until fulfilment or any contractual provision that by their nature are intended to survive termination.

13.4. Unless otherwise agreed, all rights granted to the other Party shall forthwith terminate and immediately revert back to the termination Party and all use shall discontinue. Each Party shall promptly return any property of the other Party upon written request.

13.5. In case of termination of the Agreement for cause, the terminating Party shall be entitled, in addition to any other remedies available to it, to take all necessary steps to collect unpaid amounts, together with all costs, indemnities, compensations, damages, fees and expenses incurred by that Party.

13.6. If the Agreement is terminated by You for cause a prorated refund of the applicable prepaid Fees shall apply with respect to the period of unused Services, it was paid for. In case the termination for cause by You was based only on Provider's material failure to provide its Services within committed timelines, such refund shall be Your sole and exclusive remedy. In case of a termination for cause by Provider no refund of such Fees will apply.

14. Miscellaneous

14.1. Each Party hereby grants the right to the other Party to refer to the Party's name, trademarks, service marks, logo, and/or branding in the form as agreed by the Parties and in accordance with the Party's trademark guidelines and instruction on the other Party's webpage, in marketing and publicity materials solely to identify each other as business partners. Any other use requires a prior written approval, which shall not unreasonably be withheld.

14.2. Any communication and document must be given in the English and may be delivered electronically (e.g via email or PDF) to the addresses as agreed or indicated by the Parties. E-signature may be applied to the extent permitted by Applicable Laws. All essential notices required or permitted to be given in writing in accordance with Agreement may be sent by email but shall also be submitted by registered mail).

14.3. Any waiver must be in writing. The failure or delay of any Party hereto to exercise of any right, power or remedy provided pursuant to the Agreement, by law or otherwise, will not be construed as a waiver of such right or remedy, at any time. The single or partial exercise by either Party hereto of any right hereunder shall not preclude the exercise of any other right.

14.4. No variation and amendment of the Agreement is valid unless it is in writing and signed by each Party. Unless otherwise explicitly agreed otherwise in writing, in the event of contradictions or conflicts between the Agreement, its Annexes and any other terms incorporated into the Agreement the more specific provisions in the Agreement will prevail. For the avoidance of doubt, and unless otherwise explicitly agreed by the Parties the following order of precedence shall apply a) the Agreement including its Annexes, or any other terms incorporated therein b) these General Terms and Conditions.

14.5. Neither the Agreement, nor any right or obligation thereunder may be assigned or otherwise transferred in whole or in part to a third person without the prior written consent the other Party which shall not unreasonably be withheld. Any such attempted assignment or delegation without such consent shall be null, void, and without effect. Such prior consent is not required for the assignment to an Affiliate or funders and lenders by way of a performance security or in case of a merger or acquisition by a third party who is not a competitor of the non-assigning Party. Payment of receivables under the Agreement may be assigned for the purpose of debt collection or factoring without prior consent but require a written notification to the other Party.

14.6. The invalidity or non-applicability of one or more of the provisions or phrases included in the Agreement, does in no way affect the validity of the other conditions. It also does not in any way constitute a reason for termination of the cooperation. The Parties must then use all reasonable endeavours to replace the invalid or non-applicable provision by a valid and applicable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or non-applicable provision.

14.7. At all times, Parties shall endeavour in good faith to resolve any dispute arising out the Agreement by amicable solutions. For such purpose, either Party may upon prior written notice within reasonable time request an extraordinary meeting of Parties' relevant management team members, in order to discuss an amicable resolution.

14.8. In order to protect the commercial interests of the Provider, You may not at any time directly or indirectly, without the prior written consent of the Provider: a) induce or attempt to induce any employee, agent, consultant, contractor or former employee, contractor or agent of the Provider to leave the employment of the Provider; or hire any such employee, agent, contractor or former employee, contractor or consultant in any business or capacity b) actively request any specific client or prospect of Provider to withdraw, curtail, or cancel its business with the Provider c) in competition with the Provider engage or contract any direct client, prospect, contractor, partner or prospect of the provider, except for any products and services that are different from the products and Services provided under the Agreement. This restriction is geographically limited to the countries where Provider conducts or has the intention to conduct its business. This restriction survives the termination of the Agreement for a maximum period as permitted by Applicable Law, but no less than for two (2) years.

14.9. The Agreement is governed by and must be construed, interpreted in accordance with the laws of Belgium without given effect to the conflict of law principles thereof. The courts of Leuven have exclusive jurisdiction over any dispute, legal action and proceedings arising out of or related to the Agreement, including its termination, which shall be binding and enforceable upon the Parties worldwide. In the event of any proceeding or litigation arising out of the Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its legal fees, court fees and related costs to the extent and in ratio of its success. Notwithstanding the foregoing, Provider may bring legal actions against You in the country of incorporation, if it deems necessary for the enforceability of the payments by You under the Agreement.