Article 1 - Definitions

- **Article**: an article of these General Terms and Conditions;
- **General Terms and Conditions**: these general terms and conditions of The Hazard Factory as contained in this document and as amended from time to time in accordance with Clause 15.4;
- **Order**: the Customer's written order for the Products and/or Services, as described in the Quotation;
- **Services**: the virtual reality safety training (including installation of the Hardware, if applicable), as described in the Quotation;
- **Documentation** means all instructions, manuals and other documents provided by The Hazard Factory relating to the Products and Services;
- **Effective Date**: the date of the conclusion of the Agreement;
- **Hardware**: the devices, required for the use of the VR pop-up arena and which are rented or sold by The Hazard Factory to the Client, as set out in the Quotation;
- **Intellectual property rights**: Patents, rights in inventions, copyright and neighbouring rights, trade and service marks, company names and domain names, rights in format and trade dress, goodwill and the right to sue for unlawful use of a designation or unfair competition, rights in designs, rights in computer software, database rights, rights in the use of confidential information (including know-how and trade secrets) and in the protection of its confidentiality and all other intellectual property rights, in each case and whether registered or unregistered and including all applications and rights to apply for or be granted renewals or extensions of such rights, and rights to claim priority thereof, and all similar or equivalent rights or forms of protection that exist or will exist now or in the future anywhere in the world;
- **Customer**: the natural or legal person acting for professional purposes who purchases the Products and/or Services from The Hazard Factory;
- **Customer Data**: any data provided by the Customer or its employees or representatives to The Hazard Factory or generated in the performance of the Agreement (e.g. as a result of using the Products and/or Services);
- **Location**: the place as specified in the Order or any other place as agreed between the Customer and The Hazard Factory for the delivery of the Products and the Services;
- **Quotation**: The Hazard Factory's quotation for the Products and Services;
- **Agreement**: the contractual relationship between the Customer and The Hazard Factory for the purchase of the Products and Services under application of these Terms and Conditions;
- **Force majeure**: Any unforeseeable event not attributable to the Party invoking the Force Majeure that renders the performance of its obligations by that Party impossible, including, without limitation, (a) a flood, drought, earthquake or other natural disaster; (b) an epidemic or pandemic; (c) a terrorist attack, civil war, unrest or riot, war, threat of war or preparation for war, armed conflict, sanction, embargo or severance of diplomatic relations (d) any nuclear, chemical or biological contamination; (e) any law or action of any government or public authority, including, without limitation, any export or import restriction, quota or prohibition; (f) any building collapse, fire or explosion; (g) any labour or trade dispute, strike, industrial action or lockout; (h) any non-(-timely) performance by the supplier or subcontractor; and (i) any interruption or disruption of utilities;
- **Party**: The Hazard Factory or the Client;
- **Products**: the Hardware and/or Licence as described in the Quotation;
- **Software** means the software developed by The Hazard Factory used to provide the Services; and
- **The Hazard Factory**: The Hazard Factory, a limited liability company incorporated under Belgian law, having its registered office at Stevenistenweg 8, 8860 Lendelede and registered in the Crossroads Bank for Enterprises under number VAT BE 0787.412.445 (RPR Ghent, Kortrijk division), bank account number BE41 0689 4538 9410, website: www.the-hazard-factory.com and info@the-hazard-factory.com.

Article 2 - Agreement

These General Terms and Conditions apply to any Contract to the exclusion of the Customer's general and special terms and conditions (even if these terms and conditions provide otherwise). In case of contradiction, inconsistency or ambiguity between any provision of these General Terms and Conditions and a written contract, the provisions

of the written contract shall prevail over these General Terms and Conditions.
The Order is an offer by the Customer to purchase or rent the Products and purchase Services as described in the Quotation under application of the General Terms and Conditions. With the Order, the Customer accepts the General Terms and Conditions. The Customer shall ensure that the Order is complete and correct.
The Hazard Factory accepts the Order by (a) written confirmation of the Order; or (b) (partial) execution of the Order. The Agreement comes into effect at that time. No adjustments or cancellations of the Order will be accepted after this date.
The Quotation is not an offer by The Hazard Factory and does not bind The Hazard Factory as such. The Quotation is valid for a period of thirty (30) calendar days from the quotation date, unless expressly stated otherwise.

Article 3 - Hardware

3.1 Delivery

3.1.1 The Hardware will be sold or leased to the Customer as specified in the Quotation.

3.1.2 The Hazard Factory delivers the Hardware to the Site.

3.1.3 Delivery of the Hardware shall be deemed to be completed upon unloading of the Hardware at the Location. At this time, the risk on the Hardware passes to the Customer (irrespective of whether the Customer effectively takes delivery of the Products at that time).

3.1.4 The delivery of the Hardware shall in principle take place within the time period as stipulated in the Quotation by The Hazard Factory and the estimated delivery date shall be communicated separately via e-mail to the Customer.

3.1.5 All delivery dates are indicative and time of delivery is not of the essence. Delays in the delivery of the Hardware do not entitle the Customer to (a) refuse to take delivery of the Hardware; (b) claim damages; or (c) terminate the Agreement. The Hazard Factory shall not be liable for any delay in the delivery of the Hardware or failure to deliver the Hardware to the extent such delay or failure is due to Force Majeure or the Customer's failure to provide The Hazard Factory with the necessary delivery instructions.

3.1.6 If the Customer fails to take delivery of the Hardware on the agreed delivery date, then, except where such delay or failure is due to Force Majeure or The Hazard Factory's failure to perform its obligations under the Agreement, (a) delivery of the Hardware shall be deemed to be completed at 9.00 a.m. on the agreed delivery date; and (b) The Hazard Factory shall store the Hardware until actual delivery takes place and charge all related costs and expenses (including storage costs and the cost of insurance) to the Customer.

3.1.7 The Hazard Factory may deliver the Hardware in several partial deliveries, which may be invoiced and paid for separately. Each partial delivery constitutes a separate agreement. A default or delay in a partial delivery does not entitle the Customer to refuse subsequent partial deliveries.

3.2 Transfer of ownership in case of sale of the Hardware

3.2.1 The Hardware remains the property of The Hazard Factory until and unless the Hardware is paid for in full, including any costs, interest and damages.

3.2.2 As long as ownership of the Hardware has not passed to the Customer, the Customer shall (a) store the Hardware separately, separately from all other Hardware of the Customer, so that the Hardware remains readily identifiable as the property of The Hazard Factory; (b) not remove, damage or render illegible the packaging of the Hardware or the identification marks on the Hardware; (c) keep the Hardware in good condition and insure it against all risks for the full price of the Hardware from delivery; and (d) immediately notify The Hazard Factory if any of the circumstances provided for in Clause 3.2.2 (b) to Clause 3.2.2 (d) occur.

3.2.3 Under no circumstances may the Customer resell or use the Hardware before The Hazard Factory has received full payment for the Hardware.

3.2.4 At any time before ownership of the Hardware has passed to the Customer, The Hazard Factory may require the Customer to return any Hardware in its possession to The Hazard Factory, and if the Customer fails to do so immediately, The Hazard Factory may proceed to recover the Hardware itself (whether the Hardware is located with the Customer or a third party).

3.3 Obligations in case of rental of the Hardware

3.3.1 The Customer undertakes to use the Hardware in accordance with its intended purpose and with the Documentation and all applicable legal and regulatory provisions.
3.3.2 The Customer is obliged to maintain the Hardware carefully and report any defects or damage immediately to The Hazard Factory.
3.3.3 Any repairs, maintenance or modifications to the Hardware may only be carried out by or with the written consent of The Hazard Factory.
3.3.4 In case of rental, the Hardware remains the property of The Hazard Factory at all times. The Client may not sell, pledge, rent or in any way make the Hardware available to third parties without the prior written consent of The Hazard Factory. The Client shall at all times take all necessary measures to indicate that the Hardware is not its property and to otherwise protect it from seizure or forced collection.
3.3.5 The Customer shall bear the full risk of loss or damage to the Hardware. The occurrence of such loss or damage shall not entitle the Customer to defer or reduce payment of any fees due under this Agreement.
3.3.6 Labels affixed by The Hazard Factory to indicate the property may not be removed.
3.3.7 The Client shall take out appropriate insurance to protect the rented Hardware at its replacement value against damage or loss, regardless of the cause. Upon The Hazard Factory's first request, the Customer shall provide the insurance certificate detailing (the coverage of) the insurance.
3.3.8 The Hardware is delivered by The Hazard Factory in the condition it is in at the time of delivery ('*as is*'), and therefore with all visible and invisible faults and defects.

Article 4 - Services

4.1 The Hazard Factory shall perform the Services at the Location with due care and in a proper, loyal and efficient manner, to the best of its ability, in accordance with generally accepted professional standards.
4.2 The Hazard Factory shall ensure that the Services are provided taking into account the relevant laws and regulations in force at the time of execution of the Agreement.
4.3 The Hazard Factory performs the Services in a completely independent manner, without any bond of subordination to the Client.
4.4 The Client shall (a) provide to The Hazard Factory all information and documents necessary for the proper performance of the Services, and warrants to The Hazard Factory that all information and documents it provides to The Hazard Factory are accurate and complete; (b) ensure that a contact person is available to provide support to The Hazard Factory in the provision of the Services; and (c) ensure that The Hazard Factory has access to the Location and the Location meets all technical requirements to provide the Services.
4.5 If the Customer wishes to reschedule the provision of the Service, the Customer must inform The Hazard Factory in writing in advance and always at least fourteen (14) calendar days prior to the scheduled Service.
4.6 Already scheduled Services never entitle to a refund, even if the Customer does not show up, except when the scheduled Service does not go ahead due to an attributable failure of The Hazard Factory.
4.7 In case of providing a Service, in case of non-payment by the due date, The Hazard Factory will cancel the Service and release it for bookings by other customers. In this case, the Customer must book a new date for the provision of the Service.

Article 5 - Software

5.1 If provided for in the Quotation and subject to Customer's compliance with the provisions set out in this Agreement (including timely payment of all invoices), The Hazard Factory grants to Customer, during the term as set out in the Quotation, a personal, limited, non-exclusive non-transferable, non-sublicensable, non-assignable, revocable, worldwide right to (i) install the Software and (ii) access and use the Software for the Customer's internal business purposes, including access by users that the Customer appoints and authorises for this purpose.
5.2 In this case, the Customer's right of use is via a credit system. The Customer purchases the number of credits specified in the Quotation (with a minimum of five hundred (500) credits per year). The Customer cannot return purchased credits. Credits not used during the first year after the commencement of the Agreement can be transferred once to the following year.

5.3 The Customer shall at all times comply with (i) the applicable Documentation; (ii) the terms of the Agreement; and (iii) any other reasonable instructions issued by The Hazard Factory.
5.4 Unless permitted under applicable law, Customer shall not (i) modify, edit, copy, reproduce, imitate, subject to reverse engineering or reverse compilation, or create derivative works based on the Software; (ii) assign, distribute, sub-licence, rent, transfer, sell, lease, or otherwise trade or encumber the Software; (iii) circumvent or remove the technical protection measures of the Hardware; and/or (iv) use it for illegal purposes.
5.5 The Customer shall comply with all applicable laws regarding the use of the Software.
5.6 The right to access and use the Subscribed Software is expressly limited to the rights, restrictions and other conditions set out in the Agreement, and the Customer may not rely on any alleged implied rights not expressly set out in the Agreement. For the avoidance of doubt, the Software is only licensed, not sold to the Customer.
5.7 The Client acknowledges and agrees that any download of, access to and use of the Software outside the scope of and/or in breach of the terms set out in this Agreement shall entitle The Hazard Factory to immediately terminate this Agreement for a serious breach by the Client, without any formalities being required and without prejudice to any other right or remedy available to The Hazard Factory under this Agreement or applicable law.
5.8 The Customer hereby acknowledges and agrees that any modification or attempted modification of the Software by any party other than The Hazard Factory will void The Hazard Factory's warranties and will be deemed a serious breach of this Agreement by the Customer.

Article 6 - Quality

6.1 The Hazard Factory warrants that the Products and Services will match their description.
6.2 The Client may reject the Products and Services that do not comply with Article 6.1, provided that (a) none of the circumstances mentioned in Article 6.4 apply; and (b) the Client notifies The Hazard Factory in writing. The Client must notify The Hazard Factory in writing of any visible defects immediately upon delivery or performance, and in any event within twenty-four (24) hours of delivery or performance.
6.3 Hidden defects in the Hardware must be reported in writing to The Hazard Factory by the Customer within twenty-four (24) hours after he becomes aware or should have become aware of the hidden defect. If The Hazard Factory requests him to do so, the Customer shall return the non-conforming Hardware to The Hazard Factory at his expense.
6.4 If the Customer does not report any defects in accordance with Article 6.2 and/or 6.3, the Customer shall be deemed to have accepted the Products and Services.
6.5 The Hazard Factory is not liable for the failure of the Products and Services to comply with Clause 6.1 if (a) the Customer continues to use the Products after notification in accordance with Clause 6.2 and/or 6.3; (b) the defect arose because the Customer did not follow The Hazard Factory's oral or written instructions for the maintenance and use of the Products or (in the absence of instructions) did not comply with customs in this respect; (c) the Customer modified the Products without The Hazard Factory's written consent; (d) the defect occurred as a result of normal wear and tear or age, intentional damage, negligence or abnormal conditions of maintenance or use; or (e) the Products and Services deviated from their description or the sake of modifications required by law or regulatory standard.
6.6 If the Customer refuses the Products in accordance with Article 6.2 and/or 6.3 and the Customer's complaint is justified in The Hazard Factory's opinion, The Hazard Factory will, at its option, (a) replace the non-conforming Products; (b) repair the non-conforming Products; or (c) refund the price for the Products. If the Customer refuses the Service in accordance with clause 6.2 and the Customer's complaint is, in The Hazard Factory's opinion, justified, The Hazard Factory will, at its option, (a) refund the price for the Service; or (b) redeliver the Service.
6.7 Except as provided in this Article 6, The Hazard Factory is not liable to the Customer for Products and Services that do not comply with Article 6.1.
6.8 These General Terms and Conditions also apply to Products and Services provided by The Hazard Factory to the Customer in replacement of non-conforming Products and/or Services.

Article 7 - Customer data

7.1 The Customer acknowledges that it is solely liable and responsible for the (accuracy and correctness of the) Customer Data and that defects in the quality of the Customer Data may have an impact on The Hazard Factory's services. Under no circumstances is The Hazard Factory responsible or liable for such Customer Data

nor for any action or decision of the Customer or its user based on the (output of) Customer Data (entered in the Hardware and/or Software).

7.2 Customer warrants that Customer Data (i) does not infringe the Intellectual Property Rights or other rights of third parties; (ii) does not violate any applicable, local, national, regional or international law, statute, ordinance or regulation; and/or (iii) is not misleading or fraudulent.

Article 8 - Prices and payment

8.1 The price of the Products and Services shall be the price as stated and calculated in the Quotation.

8.2 All prices are (a) exclusive of VAT, which the Customer must additionally pay to The Hazard Factory subject to receipt of a valid VAT invoice; and (b) exclusive of taxes, duties, levies, insurance costs, transport and shipping costs.

8.3 The Hazard Factory will charge the price of the Products prior to their delivery and Services after their performance (including VAT) to the Customer by invoice.

8.4 The Customer shall pay The Hazard Factory's invoices within thirty (30) calendar days of the invoice date by transfer to The Hazard Factory's bank account as stated in the invoice.

8.5 If the Customer fails to pay the amounts due to The Hazard Factory under the Agreement by the due date for payment, then the Customer must pay interest on the outstanding amount from the due date until the outstanding amount is paid in full, whether before or after judgment. Interest runs at the legal interest rate as provided by the Act of 2 August 2002 on combating late payment in commercial transactions (as amended from time to time) and each month started counts as a full month. The outstanding amount is additionally increased by a liquidated damages of ten (10) % of the outstanding amount, with a minimum of EUR 250.00, to cover The Hazard Factory's costs of recovering the outstanding amount.

8.6 Unless the client disputes The Hazard Factory's invoice in writing within fourteen (14) calendar days of the invoice date, the client is deemed to accept The Hazard Factory's invoice. In case of a dispute, the client shall provide The Hazard Factory with the reasons for the dispute and the evidence supporting the dispute. If the client disputes only part of the invoice, the client must pay the undisputed amount of the invoice on the due date for payment.

Article 9 - Duration and termination of the Agreement

9.1 The Agreement commences on the Effective Date and has a duration as specified in the Quotation.

9.2 Without limiting its other rights or remedies, The Hazard Factory may terminate the Agreement with immediate effect, without judicial intervention and without respecting a (notice) period or paying a (notice) fee, by giving written notice to the Customer if (a) the Customer commits a serious breach under the Agreement and (if the breach is remediable) fails to remedy the breach within fourteen (14) calendar days of being given written notice to do so; (b) the Customer takes any step or action in connection with its insolvency, liquidation or dissolution (either voluntarily or by court order, unless for the purposes of solvent restructuring); the Customer enters into a composition or arrangement with its creditors (other than in connection with a solvent restructuring), or obtains a moratorium; a receiver or administrator is appointed in respect of the Customer's assets (or any part of its assets); the Customer ceases to carry on its business; or any other similar event; (c) the Client suspends, threatens to suspend, discontinues or threatens to discontinue all or a substantial part of its business operations; (d) the Client's financial position deteriorates to such an extent that The Hazard Factory may reasonably believe that its ability to perform the Agreement is in jeopardy; or (e) if the Client fails to pay any amount owed to The Hazard Factory under the Agreement when due for payment.

9.3 Without limiting its other rights or remedies, The Hazard Factory may delay delivery of the Products and/or Services (without judicial intervention) if any of the circumstances provided for in Clause 9.1(b) to Clause 9.1(e) occur or The Hazard Factory may reasonably assume that any of these circumstances will occur.

9.4 Upon termination of the Agreement in accordance with Article 9.1 or Article 9.3, the price for the Products and Services remains payable (even if The Hazard Factory did not yet deliver the Products to the Client and/or perform Services) by way of compensation to The Hazard Factory. The foregoing is without prejudice to The Hazard Factory's right to claim additional damages if its damages exceed the price for the Products and/or Services.

9.5 Upon termination of the Agreement (for whatever reason), the Client must immediately pay all unpaid invoices of The Hazard Factory and interest to The Hazard Factory and, in respect of the Products and Services that

The Hazard Factory already provided to the Client but for which it has not yet invoiced, The Hazard Factory will issue an invoice, which the Client will pay immediately upon receipt.

9.6 Upon expiry or termination of the Agreement, the rented Hardware will be returned to The Hazard Factory according to The Hazard Factory's instructions and at the Client's expense. If the Client fails to return the Hardware and/or if the Hardware is damaged or lost, the Client shall pay to The Hazard Factory an amount equal to the then current market value of the Hardware, as reasonably determined by The Hazard Factory.

9.7 Termination of the Agreement (for any reason) will not affect the rights, remedies, obligations and liabilities of the Parties that arose prior to termination, including the right to claim damages for any default under the Agreement that existed prior to termination.

9.8 Upon termination of the Agreement, the purchased, unused credits giving a right to use the Software shall expire without the Customer being entitled to any remuneration or compensation in this respect.

9.9 Any provision of the Agreement expressly or impliedly intended to take or remain in force on or after termination of the Agreement shall remain in full force and effect.

Article 10 - Insurance

The Hazard Factory has purchased (professional) liability insurance from a reputable insurance company to cover liabilities that may arise under or in connection with the Agreement.
Upon first request, The Hazard Factory will provide the Customer with the insurance certificate containing the details of (the coverage of) the insurance for the current year.

Article 11 - Liability

11.1 References to liability in this Clause 11 include any liability arising out of or in connection with the Agreement, including contractual liability, liability for tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Nothing in these Terms and Conditions excludes or limits The Hazard Factory's liability that cannot be excluded or limited by law, including liability for (a) any wrongdoing affecting the life or physical integrity of any person; (b) fraud or deceit; or (c) wilful misconduct.

11.3 To the maximum extent permitted under applicable law, the total liability of The Hazard Factory per Order is limited to ten (10) % of the amounts actually paid by the Client to The Hazard Factory for that Order.

11.4 To the maximum extent permitted under applicable law, The Hazard Factory shall not be liable for (a) loss of profits; (b) loss of turnover or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential damages.

11.5 To the maximum extent permitted under applicable law, the Client agrees, and accepts, not to hold The Hazard Factory's directors, employees, independent service providers and consultants personally liable for or in connection with the Agreement. Any (liability) claim (including any extra-contractual liability claim) for or in connection with the Agreement shall be brought by the Client exclusively against The Hazard Factory.

11.6 This Article 10 shall survive termination of the Agreement.

Article 12 - Intellectual property rights

12.1 All Intellectual Property Rights related to the Products and Services are owned by The Hazard Factory.

12.2 Nothing in this Agreement shall be deemed to be an implied or express assignment of, or the granting of a licence to, The Hazard Factory's intellectual property rights to the Client, except as provided in Clause 5.

Article 13 - Force majeure

13.1 Neither Party shall be liable for any non-performance or late performance of its obligations under the Agreement due to Force Majeure. Where applicable, the period for performance shall be extended accordingly.

13.2 The period for performance of its obligations in such case shall be extended accordingly. If the period of non-performance or delay exceeds ninety (90) calendar days, either Party may terminate the Agreement subject to thirty (30) calendar days' prior written notice to the other Party.

Article 14 - Protection of personal data

14.1 Each Party will comply with its obligations under applicable data protection laws when processing personal data.

14.2 The Hazard Factory processes personal data of the individuals who actually use the Services (i.e. individuals who attend the safety training courses through the Software) as a processor on behalf of the Client, acting as a data controller in accordance with the data processing agreement attached as Annex 1 to these Terms and Conditions, and the Client represents and warrants that it has the legal right to disclose personal data to The Hazard Factory under or in connection with this Agreement and that the Client has a valid legal basis in this regard. The Client undertakes to adequately inform all data subjects in accordance with applicable law about the processing of their personal data by The Hazard Factory.

14.3 The Hazard Factory also processes personal data of (representatives of) the Client as data controller for its own purposes such as administration and invoicing. The Client can find more information regarding this processing in The Hazard Factory's Privacy Statement, which can be found on The Hazard Factory's website.

14.4 The Customer shall indemnify and hold harmless The Hazard Factory and its respective, directors, employees and service providers against any claims, losses, liabilities, damages (including third party claims and regulatory fines) or costs (including reasonable attorneys' fees) related to or arising out of any breach of this Section 14 by the Customer.

Article 15 - Miscellaneous provisions

15.1 **Assignment and other transactions.** The Hazard Factory may at any time assign, transfer, pledge, encumber, subcontract, delegate or otherwise deal in any or all of its rights or obligations under the Agreement. The Customer may not assign, transfer, pledge, encumber, sub-contract, delegate or deal in any other manner with all or any part of its rights or obligations under the Agreement except with the prior written consent of The Hazard Factory.

15.2 **Confidentiality**. The Client undertakes to keep confidential and not disclose to third parties any confidential information relating to The Hazard Factory's business, assets, business, customers, clients or suppliers at all times, during the term of the Agreement and for a period of two (2) years thereafter, except as permitted by this Clause 15.2. The Customer may disclose The Hazard Factory's Confidential Information (a) to its employees, representatives, contractors, subcontractors or consultants who need such information to exercise or perform the Customer's rights and obligations under the Agreement (provided that the Customer ensures that its employees, representatives, contractors, subcontractors or consultants to whom it discloses The Hazard Factory's Confidential Information also comply with this Clause 15.2); or (b) to the extent required by law, a court or a governmental or regulatory authority. The Client may not use The Hazard Factory's Confidential Information for any purpose other than the exercise or performance of its rights and obligations under the Agreement.

15.3 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all previous oral or written agreements, arrangements and communications between the Parties relating to its subject matter.

15.4 **Amendment**. The Hazard Factory may amend these Terms and Conditions at any time by giving written notice to the Client. Unless the Client disputes the amendment in writing within fourteen (14) calendar days of The Hazard Factory's notification, the Client is deemed to accept the amendment.

15.5 **Waiver**. Any waiver of any right or remedy must be in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise a right or remedy, or the single or partial exercise of a right or remedy, does not constitute a waiver of that or any other right or remedy, nor does it prevent or limit the further exercise of that or any other right or remedy.

15.6 **Severability**. If any provision or sub-provision of the Agreement is or becomes invalid, illegal or unenforceable, such provision or sub-provision shall be deemed deleted, but this shall not affect the validity or enforceability of the remainder of the Agreement. If any provision or sub-provision of the Agreement is deemed to have been removed in accordance with this Clause 15.6, the Parties shall negotiate in good faith to replace the provision or sub-provision with a new provision or sub-provision that, as far as possible, replaces the commercial purpose of the original provision or sub-provision.

15.7 **Notices**. Any notice under or in connection with the Agreement must be in writing and delivered to the other Party (a) personally or by registered mail to the registered office of the other Party; or (b) by e-mail to the e-

mail address used by the other Party for the Order. A Party may change its (email) address for notices in accordance with this Clause 15.7. A notice shall be deemed to have been received (a) if delivered personally, at the time the notice is left at the other Party's address; (b) if delivered by registered mail, at 9.00 a.m. on the third (3rd) business day after posting, unless proof of earlier receipt can be provided; and (c) if delivered by email, at the time of transmission.

15.8 **Governing law**. The Agreement, and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Agreement, its subject matter or formation, shall be governed by and construed in accordance with Belgian law.

15.9 **Dispute resolution**. Each Party irrevocably agrees that the courts of Ghent, Kortrijk Division shall have exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Agreement, its subject matter or formation.

Annex 1: Processor agreement

This Processor Agreement ("VO") sets out the additional terms, requirements and conditions under which The Hazard Factory (in the capacity of Processor) will process personal data in the performance of the agreement between The Hazard Factory and the Customer governed by The Hazard Factory's Terms and Conditions (the "**Agreement**"), for the benefit of the Customer (in the capacity of Processor).

1. Definitions and Interpretation

1.1 In this VO, the following definitions and rules of interpretation apply:

a) "**Business purposes**" means the services described in the Agreement and/or any other purpose specifically identified in Appendix A.

b) "**Data protection legislation**" means any applicable European and Belgian legislation, including, inter alia, decrees, directives and regulations, for the protection of personal data, in particular the AVG, and applicable implementing legislation under Belgian law.

c) "**AVG**" is the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("General Data Protection Regulation").

Other capitalised terms have the same meaning as in the AVG.

1.2 This VO is subject to the provisions of the Agreement and forms an integral part of the Agreement.

1.3 In case of contradiction or ambiguity between:

a) a provision in the main body of this VO and a provision in the Annexes, the provision in the main body of this VO shall prevail; and

b) any of the provisions of this VO and the provisions of the Agreement, the provisions of this VO shall prevail.

2. Types of personal data and processing purposes

2.1 The Controller retains control over the Personal Data and is responsible for making the required notifications and obtaining the necessary consents, as well as the processing instructions it issues to the Processor. The Controller shall inform the Processor of any additional national and/or industry-specific mandatory legislation applicable to the Processing by the Processor as a result of the Processing by the Controller. Annex A describes the nature and purpose of the Processing, the retention period(s) and the categories of personal data and types of Data Subjects for which the Processor may process data to achieve the Business Purposes.

3. Obligations of the Processor

3.1 The Processor shall process the Personal Data only to the extent and in such manner as is necessary for the Business Purposes, in accordance with the Controller's written instructions, which shall also include the performance of the Agreement. The Processor shall not process the Personal Data for any other purpose (except in its own capacity as the Controller) or in a manner inconsistent with this VO or the Data Protection Legislation. The Processor shall promptly notify the Controller if it considers that the Controller's instruction is not in accordance with the Data Protection Legislation.

3.2 The Processor shall keep all personal data confidential and shall not disclose personal data to third parties, except as necessary to achieve the Business Purposes, or as required by law. If a law, court, regulatory body or supervisory authority requires the Processor to process or disclose personal data, the Processor shall first notify the Processor of the legal or regulatory obligation and give the Processor an opportunity to object to or challenge the obligation, unless the law prohibits such notification or this cannot reasonably be expected (e.g. due to time constraints).

3.3 The Processor shall reasonably assist the Processor in complying with its obligations under the Data Protection Legislation, taking into account the nature of the Processing by the Processor and the information available to the Processor, including in relation to Data Subject Rights, Data Protection Impact Assessments as well as reporting to and consulting with supervisory authorities under the Data Protection Legislation. The Controller shall cf. Article 13.2 cover all reasonable costs related to the Processor's performance under this Article 3.3.

4. Employees of the Processor

4.1 The Processor will ensure that all employees:

a) be aware of the confidential nature of the personal data and be bound by appropriate confidentiality obligations and use restrictions in relation to the personal data; and

b) are aware of both the obligations of the Processor and their personal duties and obligations under the Data Protection Legislation and this VO.

5. Security

5.1 The Processor shall implement appropriate technical and organisational measures, commensurate with the respective risk, against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or dissemination of personal data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of personal data, and at least those provided for in Article 32 AVG.

5.2 The Controller provides sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the AVG and so that the protection of data subjects' rights is ensured.

5.3 If the Controller requests the Processor to implement specific technical and organisational measures, the Controller shall reimburse the Processor for implementing such measures in accordance with Article 13.2 of this VO, to the extent that the Processor does not have equivalent measures in place.

6. Personal data breach

6.1 The Processor must notify the Controller without undue delay and in any case within 72 hours if it becomes aware of a Personal Data Breach

6.2 Immediately following a Personal Data Breach, the Parties will cooperate with each other to investigate the matter. The Controller is aware and acknowledges that an investigation may take some time and effort on the part of the Processor and that complete information may not be immediately available upon discovery of the Personal Data Breach.

6.3 Processor shall not notify third parties of a Personal Data Breach without the prior written consent of the Controller, except where it is required to do so by law. It is and remains the Controller's responsibility to report a Breach to the supervisory authority and/or data subjects. The Controller shall cover all reasonable costs related to the Processor's performance under this Article 6, in accordance with Article 13.2, unless the Personal Data Breach results from negligence, wilful misconduct or breach of this VO by the Processor.

7. Cross-border transfer of personal data

7.1 Processing of Personal Data will only take place within the European Economic Area, excluding processing by sub-processors (if applicable).

7.2 Transfers of personal data to a third country or an international organisation by the Processor shall only be made on the basis of written instructions from the Controller or to comply with a specific requirement under Union or Member State law to which the Processor is subject, and shall take place in accordance with Chapter V of the AVG

7.3 The Controller agrees that where the Processor engages a sub-processor to carry out specific processing operations (on behalf of the Controller) and those processing operations involve a transfer of personal data within the meaning of Chapter V of the AVG, the Processor and the sub-processor may ensure compliance with Chapter V of the AVG by using standard contractual clauses adopted by the Commission in accordance with Article 46(2) of the AVG.

8. Sub-processors

8.1 The Controller gives the Processor a general authorisation to appoint sub-processors provided that:

a) the Processor is given the opportunity to object to the designation of any sub-processor within fourteen (14) calendar days after the Processor has notified the Processor of its intention to designate such a sub-processor. However, this is on the understanding that the Processor may only object to such designation in writing and on reasonable and documented grounds;

b) the Processor enters into a written agreement with the sub-processor that contains, in substance, the same terms and conditions as those contained in this VO

9. Complaints, requests from Data Subjects and rights of third parties

9.1 The Processor shall promptly and to the best of its ability provide such information to the Processor as the Processor may reasonably require, to enable the Processor to comply with:

a) Data Subjects' rights under Data Protection Legislation, including the right of access, the right to rectify and erase personal data, the right to object to the processing and automated processing of personal data, and the right to restrict the processing of personal data; and

b) information or assessment notices served on the Processor by a supervisory authority under Data Protection Legislation.

9.2 The Processor shall promptly notify the Controller if it receives a complaint, query, notification or communication that directly or indirectly relates to the processing of the personal data or to the compliance by any of the Parties with the Data Protection Legislation.
9.3 The Processor shall not communicate directly with a Data Subject or a third party, other than at the request or instruction of the Controller, as provided in this VO or required by law.

10. Duration and termination

10.1 This VO will remain in full force and effect for as long as:
a) the Agreement remains in force; or
b) the Processor retains personal data in its possession or under its control in connection with the Agreement ("**Term**").
10.2 Any provision of this VO to become or remain expressly or impliedly in force on or after termination of the Agreement (including, inter alia, article 13.1) shall remain in full force and effect.

11. Return and destruction of data

11.1 Upon termination of the Contract for any reason, or upon expiry of the term thereof, the Processor shall securely delete or destroy all or any part of the Personal Data relating to this VO in its possession or under its control, or, if so requested in writing by the Controller, return it and not retain it, unless a law, regulation or governmental or regulatory authority requires the Processor to retain documents or materials that the Processor would otherwise be required to return or destroy.

12. Check

12.1 The Processor shall make available to the Controller, to the best of its ability, all information reasonably necessary to demonstrate compliance with its obligations under this VO and the Data Protection Legislation and shall allow the Controller and its authorised auditors to conduct audits regarding the Processor's compliance with its obligations under this VO and the Data Protection Legislation.
12.2 Such an audit may not take place more frequently than once per contract year, shall be carried out exclusively at the Controller's expense and shall only be carried out if the Controller has given the Processor at least thirty (30) calendar days' prior written notice of its intention to conduct an audit. The audit shall take place during normal business hours and shall not unreasonably interfere with the business activities of the Processor. The audit will be conducted in such a way as to minimise disruption to the business operations of the Processor.
12.3 The findings as a result of the audit carried out will be assessed by the Parties in mutual consultation and, as a result, will or will not lead to the implementation of adjustments by one of those Parties or by the Parties jointly, as far as reasonable in the context of the execution of the Agreement. The Processor shall have the option to suspend the implementation of the relevant instruction until the Processor confirms, modifies or withdraws its instruction, or to terminate the Agreement or cooperation, if that Party, after consultation, persists in the breach or an illegal instruction.
12.4 In carrying out such an audit, account should be taken of the Parties' confidentiality obligations towards third parties. Both the Parties and their auditors must keep the information collected in the context of an audit confidential and use it solely for the purpose of verifying the other Party's compliance with these provisions and applicable data protection laws and regulations. The Controller shall reimburse the Processor in accordance with Article 13.2 of the Provisions for the services it provides in connection with this provision. Also, the costs of employing the Processor's compliance officers and appointed auditors during the audit shall be borne by the Controller.

Annex A Description of processing

Contact details of data protection officer	info@the-hazard-factory.com
Purposes and means of	Performance of the Contract and in particular delivery of the Services. Making the Software/Product available to the Customer and its users, including, but not limited to, creating an account on the software platform and conducting security training
Categories of	Name and e-mail address Safety training results
Categories of stakeholders	persons who actually use the Services (i.e. persons taking the training courses through the Software
Retention period	During the term of the Agreement After six (6) months, the data subject (i.e. person who underwent security training) will no longer have access to the software platform, after one (1) year, the person responsible at the Customer will no longer have access to the personal data of the data subjects on the software platform, and in any case, the personal data will be anonymised after three (3) years.
Authorised sub-processors	VR BASE NV, Geerhoek 5A, 2830 Willebroek BE07044586224
Storage location	Within the EEA
Transfer(s) of personal data (outside the EEA)	Not applicable