

## GENERAL TERMS AND CONDITIONS

Version November 2025

### Article 1: Definitions

- 1.1. **"Company"**: Leap Technologies BV, having its registered office at Baarledorpstraat 80, 9031 Gent, Belgium, registered under legal entity number BE 0788.304.251.
- 1.2. **"Client"**: Any natural or legal person who enters into an Agreement with the Company for the provision of Services.
- 1.3. **"Agreement"**: An Agreement is formed upon acceptance by the Client of an offer issued by the Company; upon order from the Client accepted by the Company; or upon the signing of a specific service agreement by both Parties for the performance of Services. Any such acceptance can be proven by all means, including the actual performance of the Services, invoicing and payment thereof.
- 1.4. **"Services"**: The provision of specialized research, development, engineering, and consultancy services by the Company. Such Services may include, without limitation, the design, development, and implementation of client-specific software (for machines or other applications), data capture and analysis, modelling of systems and processes, simulation, system integration, preparation of technical reports and analyses, feasibility studies, and other expert advisory and technical services, all as more specifically described in the relevant Agreement concluded between the Company and the Client.
- 1.5. **"GTCs"**: These General Terms and Conditions.
- 1.6. **"Background Knowledge"**: Any intellectual property rights (and any applications thereto), software, materials, technology, trade secrets, secret know-how, and other non-public data and information that is owned or otherwise controlled by a Party and generated outside the scope of the Services or not specifically developed for the Client under the Agreement.
- 1.7. **"Results"**: The specific deliverables, such as, but not limited to, software, reports, presentations or analyses, developed by the Company for the Client in the performance of the Services, as described in the Agreement.
- 1.8. **"Confidential Information"**: As defined in Article 7 of these GTCs.
- 1.9. **"Client Materials"**: All data, information, software, tools, equipment, or other materials provided by the Client to the Company for the performance of the Services.
- 1.10. **"Parties"**: The Company and the Client collectively. "Party" refers to either the Company or the Client individually.
- 1.11. **"Affiliate"**: An entity that Controls, is Controlled by or is under common Control with a Party, whereby "Control" means ownership of at least fifty percent (50%) of the capital stock or the voting rights of the respective entity.

### Article 2: Applicability and Formation of Agreement

- 2.1. These GTCs apply to all offers, quotations, Agreements, and legal relationships between the Company and the Client concerning the provision of Services.
- 2.2. Offers made by the Company are valid for the period as specified in the offer, or in the absence thereof, for a period of thirty (30) days as from the date of the offer.

- 2.3. Should any provision of these GTCs be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall in such case negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that reflects the original intent as closely as possible.
- 2.4. In case of conflict between the provisions of a specific Agreement and these GTCs, the provisions of the specific Agreement shall prevail.
- 2.5. The version of these GTCs applicable to the Agreement is the version in force at the time of the conclusion of the Agreement. The most current version of these GTCs is available at [www.leaptechnologies.be](http://www.leaptechnologies.be). These GTCs are drafted in English, which shall be the governing language. Any translations provided are for convenience only and shall not affect the interpretation of the English version.

### Article 3: Performance of Services

- 3.1. The Company will use its diligent professional efforts to carry out the Services as described in the Agreement. The Company's obligations are obligations of means, and the Company does not guarantee that the Services will be successful or lead to any specific result, unless explicitly agreed otherwise in writing in the Agreement.
- 3.2. Any timelines, delivery dates or project schedules specified in the Agreement or otherwise communicated by the Company are estimates and shall be non-binding, unless explicitly agreed in writing by the Company to be firm deadlines. The Company will use its commercially reasonable efforts to meet such estimated timelines.
- 3.3. The Company will designate a Project Manager for the coordination of the Services. The Client will also designate a Project Manager. The Company will keep the Client reasonably informed of the progress and results of the Services.
- 3.4. Any changes to the scope of Services requested by the Client shall be subject to the Company's written approval. If such changes impact costs, timelines, or require third-party involvement, they will only be implemented after execution of a written change order agreed upon by both Parties, detailing the adjustments.
- 3.5. The Company may provide the Client with reports summarizing the results of the Services, as specified in the Agreement.
- 3.6. The Company is entitled to engage subcontractors for the performance of (parts of) the Services, provided that the Company remains responsible towards the Client for the performance of the subcontracted obligations.

### Article 4: Fees and Payment

- 4.1. In consideration for the Services, the Client shall pay the Company the fees detailed in the Agreement. Services are typically charged on an hourly basis, unless a fixed fee or other arrangement is specified in the Agreement.
- 4.2. The price stipulated in Article 4.1 shall be adjusted as follows.

The price revision shall take place annually on the anniversary of the Agreement and the amounts payable shall be determined by applying the following formula:  
$$P = P_o \times (0.2 + 0.8 S/S_o)$$
  
Where:  
P = revised price  
P<sub>o</sub> = base price  
S<sub>o</sub> = the reference labour cost index for companies in the digital sector, recognized by the Federal Public Service

Economy, SMEs, Self-employed and Energy and published by Agoria in the month preceding the month in which the Agreement takes effect ([www.agoria.be](http://www.agoria.be)).

S = reference wage cost applying in the month preceding the month in which the price is recalculated.

- 4.3. All fees are exclusive of VAT and any other applicable taxes, levies, or duties, which shall be borne by the Client at the prevailing rate.
- 4.4. Fees will be invoiced by the Company in accordance with the invoicing schedule or frequency set forth in the Agreement. In the absence of a specific schedule, the Company may invoice monthly for Services rendered.
- 4.5. Payments shall be made by the Client by wire transfer to the Company's designated bank account within thirty (30) days from the invoice date.
- 4.6. If the Client fails to make any payment when due, without prejudice to any other right or remedy available to the Company:
  - a) Interest shall accrue on the outstanding amount at the rate stipulated by the Belgian Law of 2 August 2002 on combating late payment in commercial transactions, from the due date until full payment.
  - b) The Company shall be entitled to a fixed compensation of ten percent (10%) of the overdue amount, with a minimum of EUR 150, without prejudice to its right to claim higher proven damages.
  - c) The Company may suspend the performance of the Services until all overdue amounts, including interest and compensation, are paid in full.
- 4.7. An invoice will be deemed accepted if not disputed in writing, with detailed reasons, within fifteen (15) days following the invoice date.
- 4.8. Unless expressly stated otherwise in the Agreement, the Company will own all equipment purchased or constructed by it or on its behalf using the service fees.

#### **Article 5: Client's Obligations and Client Materials**

- 5.1. The Client shall provide the Company, free of charge and in a timely manner, with all Client Materials and any other information, access, and cooperation reasonably required by the Company for the performance of the Services.
- 5.2. In case of delayed delivery of Client Materials or necessary information by the Client, any timelines for performance of the Services by the Company will automatically be extended for a period equal to such delay, and any additional costs incurred by the Company as a result thereof will be borne by the Client.
- 5.3. The Client warrants that the Client Materials and information provided do not infringe any third-party rights and that it is authorized to provide them to the Company for the purpose of the Services. The Client shall indemnify and hold the Company harmless against any claims from third parties related to the Client Materials.
- 5.4. Except if caused by the Company's gross negligence or wilful misconduct, and except for any amount paid out by the Company's insurance company if an event is effectively covered by the Company's insurance policies, the Company will not be liable for any damage to or loss or theft of Client Materials while at its facilities or under its control.
- 5.5. Promptly upon the Company's request or upon termination or completion of the Services, the Client will, at its own expense, arrange for the return shipment of Client Materials. If the Client fails to do so within a

reasonable period set by the Company, the Company may dispose of or store the Client Materials at the Client's expense and risk.

- 5.6. Except for the license granted to the Company to use Client Materials solely for performing the Services, the Client retains all rights, title, and interest in and to its Client Materials.

#### **Article 6: Intellectual Property Rights**

##### **6.1. Background Knowledge:**

- a) Each Party retains all rights, title, and interest in and to its own Background Knowledge.
- b) The Client grants the Company a non-exclusive, non-transferable, royalty-free license to use the Client's Background Knowledge solely to the extent necessary for the Company to perform the Services under the Agreement.
- c) The Company endeavours to deliver Results that are usable by the Client without requiring a separate license to essential Company Background Knowledge not otherwise identified. However, the Client acknowledges that the Results may incorporate or require the use of certain Company Background Knowledge for their full functionality. If specific Company Background Knowledge is necessary for the Client's intended use of the Results as defined in the Agreement, the Company will, upon the Client's written request, negotiate in good faith the terms (including any applicable fees) for a license to such necessary Company Background Knowledge. The Company is under no obligation to grant a license to Company Background Knowledge that is not essential for the Client's use of the specific Results delivered under an Agreement or that is intended for the Company's general service provision capabilities. Any Company Background Knowledge provided or licensed to the Client remains the exclusive property of the Company.

##### **6.2. Results:**

- a) Subject to the Client's full and final payment of all fees due under the Agreement, the intellectual property rights in the Results specifically developed for and delivered to the Client as part of the Services will be owned by the Client.
- b) Notwithstanding the foregoing, the Company shall retain ownership of, and the Client acknowledges the Company's rights to, any improvements, alterations, or enhancements made to the Company's Background Knowledge during the course of the Services, provided that such improvements, alterations, or enhancements (i) do not incorporate Confidential Information of the Client, and (ii) were not a specific Result or deliverable defined in the Agreement as being developed for the Client. The Company is free to use such retained improvements for any purpose.

- 6.3. The Company retains the right to use the general knowledge, skills, experience, ideas, concepts, know-how, and techniques acquired or developed during the performance of the Services for any purpose, provided it does not thereby breach its confidentiality obligations or infringe the Client's intellectual property rights in the Results.

#### **Article 7: Confidentiality**

- 7.1. "**Confidential Information**" means all materials and information (whether scientific, technical, financial, commercial, or other) and Background Knowledge

disclosed or made available by one Party (the "Disclosing Party") or its Affiliates to the other Party (the "Receiving Party") or its Affiliates in connection with the Agreement, in whatever form or mode of transmission, and which (a) if in tangible form, is marked as "confidential" or with a similar legend, or (b) if disclosed orally or in any other intangible form, is identified as confidential at the time of disclosure and confirmed in writing as confidential within fifteen (15) days of such disclosure. The terms of the Agreement itself shall be considered Confidential Information of both Parties. Materials which cannot be marked will be accompanied by a written statement clearly identifying them as "Confidential".

- 7.2. The Receiving Party shall:
- Use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under the Agreement.
  - Not disclose the Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party, except as permitted under Section 7.3.
  - Apply at least the same degree of care to protect the Disclosing Party's Confidential Information as it applies to its own confidential information of a similar nature, but in no case less than reasonable care.
- 7.3. The Receiving Party may disclose the Disclosing Party's Confidential Information to its and its Affiliates' representatives, employees, agents, subcontractors, and consultants only on a strict "need-to-know" basis for the purposes of the Agreement, provided that such persons are bound by written confidentiality obligations no less restrictive than those contained herein.
- 7.4. The obligations of confidentiality shall not apply to any information for which the Receiving Party can reasonably prove that it:
- Was already lawfully in the public domain at the time of disclosure or subsequently became public other than through a breach of the Receiving Party's obligations under the Agreement;
  - Was lawfully received by the Receiving Party from a third party without any obligation of confidence;
  - Was already lawfully known to the Receiving Party prior to disclosure by the Disclosing Party, free of any obligation of confidence; or
  - Was developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party.
- 7.5. If the Receiving Party is required to disclose Confidential Information by applicable law or by a court or administrative order, it shall, to the extent legally permissible, promptly notify the Disclosing Party in writing prior to such disclosure and shall cooperate with the Disclosing Party's reasonable efforts to obtain a protective order or otherwise protect the confidentiality of the Information, at the Disclosing Party's expense.
- 7.6. Within thirty (30) days after the Disclosing Party's written request the Receiving Party shall promptly return to the Disclosing Party or, at the Disclosing Party's option, destroy all Confidential Information of the Disclosing Party in its possession or control, including all copies thereof. The Receiving Party may retain one copy for archival purposes if required by law or for recording ongoing obligations, or if such copy is contained in an automated backup system, provided such retained copy remains subject to the confidentiality obligations herein.

7.7. Does not constitute a breach of the confidentiality obligation: at the request of an employee or director of the Company in the event of a dispute concerning the performance of the contractual obligations in which that employee or director is directly involved, the transmission of the contractual clauses concerning the contractual means of defence.

7.8. The obligations under this Article 7 shall survive the termination or expiration of the Agreement for a period of five (5) years.

#### **Article 8: Personal Data**

- 8.1. Each Party shall comply with its respective obligations under all applicable privacy and data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 ("GDPR").
- 8.2. Each Party may collect and process names, contact details, and job titles of the other Party's designated contact persons, employees, and representatives (including those of its Affiliates) solely for the purpose of entering into, managing, and performing the Agreement. Such personal data will not be used for any other purposes and will be processed and retained in accordance with applicable data protection laws.
- 8.3. If the processing of any other personal data is necessary for the performance of this Agreement, the parties will enter into a data processing agreement.

#### **Article 9: Warranties and Liability**

- 9.1. The Company performs the Services with the professional diligence and skill customary in its field of activity. The Company does not warrant that the Services or Results will be error-free, achieve any specific outcome, or be fit for any particular purpose not expressly agreed in writing. Without prejudice to the foregoing, the Company specifically does not warrant that:
- any software developed as part of the Services will meet all of the Client's specific requirements unless such requirements are explicitly documented and agreed in the Agreement as guaranteed outcomes (which would constitute a deviation from the standard obligation of means);
  - any such software will operate uninterruptedly or be entirely free of errors, bugs or defects;
  - such software will be compatible with other software or systems used by the Client unless such compatibility is a specified deliverable; nor that
  - all errors, bugs or non-conformities in such software can or will be corrected, particularly in the context of R&D services.
- 9.2. The Company warrants that, to the best of its knowledge at the time of delivery of the Results to the Client, and without having conducted specific third-party IP searches unless explicitly agreed in the Agreement, the Results as delivered do not infringe upon the intellectual property rights of third parties within Belgium. This warranty does not extend to (i) any modifications to the Results made by the Client or third parties, (ii) the combination of the Results with any other product, service, or data not provided by the Company, or (iii) any use of the Results in a manner not intended or specified.
- 9.3. Except for the express warranties stated in this Article 9, the Company makes no other warranties, express or implied, statutory or otherwise, regarding the Services or Results, including but not limited to warranties of

merchantability, fitness for a particular purpose, condition, originality, or patentability.

- 9.4. If the Services or Results include or require the use of any software, data, code, libraries or other materials licensed from third parties (including open-source software) ("**Third-Party Materials**"), the Client agrees to comply with all license terms, restrictions, and conditions applicable to such Third-Party Materials, which will be identified by the Company to the Client (e.g., in the documentation for the Results or as otherwise notified). The Client acknowledges that its use of such Third-Party Materials is subject to these third-party terms, and any warranties, indemnities, or other obligations of the Company under this Agreement shall not apply to such Third-Party Materials to the extent inconsistent with such third-party terms. The Client shall indemnify, defend and hold the Company harmless against any loss, damage, cost or expense (including reasonable attorney's fees) arising from the Client's failure to comply with such third-party license terms."

- 9.5. The Company shall not be liable for any consequences arising from the Client's (or any third party deriving rights from the Client's) use of, or inability to use, the Results.

- 9.6. The Client shall defend, indemnify, and hold harmless the Company, its directors, employees, and agents (each an "Indemnified Party") from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to:

- a) the Client's use (or any third party deriving rights from the Client) of the Results or materials provided to the Client (except to the extent a claim directly results from the Company's breach of its warranty in Article 9 or its gross negligence or wilful misconduct);
- b) Client Materials infringing third-party rights; or
- c) any breach by the Client of its obligations under the Agreement.

The Indemnified Party will (i) promptly notify the Client of such claim, (ii) allow the Client to control the defense and settlement of the claim (provided no settlement admitting fault or imposing obligations on the Indemnified Party is made without its prior written consent), (iii) provide reasonable cooperation at the Client's expense and (iv) not make any admission in relation to the claim and not enter into any settlement that purports to bind Client without Client's express written authorization. The Indemnified Party may hire its own counsel, at its own expense, to monitor the defence. Only in the event that Client does not promptly assume the Indemnified Party's defence against such claim, the Indemnified Party reserves the right to undertake its own defence at Client's expense.

- 9.7. **Limitation of Liability:** The Parties waive any extracontractual liability claim of one Party against the other Party as well as against their respective employees or directors for damages due to contractual non-compliance by the latter in the execution of the Party's respective contractual obligations, to the maximum extent permitted by law. The employees or directors concerned are entitled to invoke this clause as third-party beneficiaries. Without prejudice to the aforementioned, the liability of the Parties under or in connection with this Agreement shall in any event be limited as follows:

- a) Except in cases of (i) fraud, (ii) wilful misconduct, (iii) gross negligence by the Company, or (iv) any liability that cannot be excluded or limited under mandatory Belgian

law, the total aggregate liability of the Company to the Client under or in connection with the Agreement, whether arising from breach of contract, tort (including negligence), or otherwise, shall be limited to the total fees paid or payable by the Client to the Company under the specific Agreement to which the claim relates during the twelve (12) months preceding the event giving rise to the claim, with an absolute maximum of EUR 100.000,00 (one hundred thousand).

b) Under no circumstances shall either Party be liable to the other Party for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of production, loss of revenue, loss of profits, loss of data, loss of contracts, or loss of goodwill, even if advised of the possibility of such damages.

c) For the avoidance of doubt, damages suffered by the Client as a direct result of a third-party claim for which the Company is liable under Section 9.2 (IP infringement) are considered direct damages, subject to the overall cap in Section 9.7(a), unless such claim arises from the Company's gross negligence or wilful misconduct, in which case such specific exclusions might not apply to the extent prohibited by law.

## Article 10: Term and Termination

- 10.1. Either Party may terminate the Agreement forthwith by written notice to the other Party, without court intervention, if the other Party:

- a) Fails to remedy a material breach of the Agreement within forty-five (45) days after written notice by the non-defaulting Party specifying the breach and requiring its remedy;
- b) Becomes insolvent, is declared bankrupt, enters into liquidation (except for a solvent restructuring), has a receiver or administrator appointed over its assets, makes an arrangement with its creditors, or ceases its business activities;
- c) Is involved in a serious or systemic violation of fundamental human rights.

- 10.2. In case of early termination of the Agreement by either Party, the Client shall pay to the Company:

- a) All fees for Services rendered up to the effective date of termination;
- b) Any reasonable, documented, and non-cancellable costs and expenses incurred by the Company in anticipation of completing the Services or in connection with the early termination (e.g., commitments to third parties made prior to notice of termination), unless termination is due to the Company's non-remedied material breach.

- 10.3. The expiration or termination of the Agreement shall not affect any rights and obligations of the Parties that accrued prior thereto or that are intended by their nature to survive termination. Specifically, the provisions of Articles 1 (Definitions), 2 (Applicability), 4 (Fees and Payment, for amounts due), 5.6 (Client IP), 6 (Intellectual Property Rights), 7 (Confidentiality), 8 (Personal Data, for ongoing processing obligations), 9 (Warranties and Liability), 10.2 (Payment on Termination), 10.3 (Survival), and 11 (Miscellaneous) shall survive any expiration or termination of the Agreement. The confidentiality obligations under Article 7 shall survive for the period specified therein.

## Article 11: Miscellaneous

- 11.1. **Governing Law and Jurisdiction:** This Agreement and any disputes arising out of or in connection with it shall be governed by and construed in accordance with Belgian law, excluding its conflict of law principles. The Parties shall first attempt to settle any dispute amicably through consultation. If no amicable settlement can be reached within forty-five (45) days after one Party notifies the other of the dispute, such dispute shall be submitted exclusively to the court of Ghent, Belgium.
- 11.2. **Notices:** All notices, requests, demands, and other communications under the Agreement shall be in writing (which may include email for operational communications, but formal notices of breach or termination shall be by registered mail or courier) and shall be deemed duly given if delivered personally, sent by registered mail with acknowledgment of receipt, or by reputable overnight courier service to the addresses of the Parties specified in the Agreement, or to such other address as a Party may designate by written notice to the other. Email notice is valid if receipt is acknowledged by the recipient, or if there is clear evidence of delivery.
- 11.3. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement (other than the obligation to make payments) if such failure or delay is due to causes beyond its reasonable control, including but not limited to fire, natural disasters, terrorism, strikes (not solely of its own personnel), riots, war, insurrections, governmental actions or decrees, power failures, or unavoidable failure of suppliers or subcontractors critical to the performance (provided such failure is also due to force majeure affecting the supplier/subcontractor) ("**Force Majeure Event**"). The affected Party shall promptly notify the other Party of the Force Majeure Event and shall use reasonable efforts to mitigate its effects and resume performance as soon as practicable. If a Force Majeure Event continues for more than sixty (60) days, either Party may terminate the Agreement upon written notice.
- 11.4. **Assignment:** Neither Party may assign or transfer the Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 11.5. **Independent Contractors:** The Parties are independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party has the authority to bind the other Party in any way.
- 11.6. **Use of Name/Trademarks:** Neither Party shall use the name, logo, or trademarks of the other Party in any publicity, advertising, or other promotional material without the prior written consent of the other Party. The Company may, however, identify the Client as a client in general marketing materials unless the Client expressly objects in writing.
- 11.7. **No Waiver:** No failure or delay by either Party in exercising any right, power, or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver of any provision shall only be effective if in writing and signed by the waiving Party.
- 11.8. **Export Control:** Each Party shall comply with all applicable export control laws and regulations. The Client agrees not to export or re-export, directly or indirectly, any Results or technical data received from the Company if

prohibited by such laws or regulations, or use them for any prohibited purposes (e.g., military purposes, if so restricted).