

Parble

Terms of Service

Smart and Easy NV ("Parble")

2022-11-24

1. DEFINITIONS

1.1 Definitions. For purposes of these Terms of Service, in addition to capitalized terms defined elsewhere in these Terms of Service or any capitalized term used but not defined in these Terms of Service, the following defined terms shall have the meanings set forth below:

“**Customer**” means You and/or the company you represent;

“**Fees**” means the fees, costs and applicable taxes of any kind payable by Customer in consideration for access to the Services as set out in the billing page of the Customer account;

“**Intellectual Property**” means any industrial or intellectual property right, including any undisclosed know-how, such as (without limitation) copyright, trademarks, patents, design rights and data base rights;

“**Object Code**” means work in a machine-readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation. Object Code specifically excludes Source Code;

“**Services**” means (without limitation) access to the SMART AND EASY online software platform as a service (SaaS) and any other data (such as API keys), information or documentation provided by SMART AND EASY to you within the scope of these Terms of Services but specifically excluding any Source Code and/or Object code;

“**Source Code**” means work when written in a form or language understandable to humans, generally in a higher level computer language, and further including embedded comments in the (English) language;

“**Term**” means the duration these Terms of Service will remain in effect which shall be for an indefinite period without prejudice to the right of SMART AND EASY to limit or end access to the Services at any time including, without limitation, at the end of a Trial Period;

“**Trial Period**” means the limited duration during which SMART AND EASY grants you access to the Services as a rule without any corresponding payment.

2. SERVICES AND SUPPORT

2.1. Scope. These Terms of Service govern Customer’s access and use of the Services, including without limitation, access to SMART AND EASY’s online platform and any commercial offer by SMART AND EASY annexed hereto.

2.2. Provision of Services. Subject to the provisions of these Terms of Use, SMART AND EASY will use commercially reasonable efforts to provide you with the Services and hereby grants you a non-exclusive and limited-term right, on the basis of SMART AND EASY’s applicable Intellectual Property rights and licenses, to access and use the Services during the Term except for (i) downtime (of which SMART AND EASY will use commercially reasonable efforts to give at least 8 hours electronic notice in the event of planned downtime and which SMART AND EASY will schedule to the extent practicable during the weekend hours between 18:00 Friday and 3:00 Monday CET), and (ii) any unavailability caused by circumstances beyond SMART AND EASY’s commercially reasonable control, including, for example, an act of God, act of

government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, electronic communication network operator or internet service provider failure or delay, or denial of service attack.

2.3. Support Services. Subject to the terms hereof, SMART AND EASY will use commercially reasonable efforts to provide Customer with answers to support requests and related assistance.

2.4. Limited right and license to use SMART AND EASY API. Subject to Customer's compliance with the terms and conditions of these Terms of Service, SMART AND EASY may grant to Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license during the Term to use any application programming interface information or instructions provided by SMART AND EASY to Customer ("SMART AND EASY API") solely (i) to enable the Customer application to interoperate with the SMART AND EASY platform, or (ii) for developing or enabling Customer applications that will only be used by Customer to interoperate with the SMART AND EASY Services in accordance with the terms of these Terms and Services and any other policies and guidelines published by SMART AND EASY from time to time or as agreed between the Parties during the Term.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. Usage Restrictions. Without prejudice to mandatory applicable law and to the extent allowed by applicable law, Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the Source Code, Object Code or underlying structure, ideas or algorithms of the Services or any software, documentation, data or the SMART AND EASY API related to the Services; (ii) modify, translate, or create derivative works based on the Services or any software (except to the extent expressly permitted by SMART AND EASY or authorized within the scope of the provision of the Services); (iii) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or store or transmit material in violation of third party privacy or data protection rights; (iv) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, without limitation, viruses, worms, time bombs and Trojan horses; (v) interfere with or disrupt the integrity or performance of any software or third-party data contained therein; (vi) attempt to gain unauthorized access to the Services or any related software or its related systems or networks; (vii) permit direct or indirect access to or use of the Services or any software in a way that circumvents a contractual usage limit; (viii) copy the Services or any software or any part, feature, function or user interface thereof; (ix) access the Services or any software in order to build a competitive product or service.

3.2. Customer Responsibilities. Customer represents, covenants, and warrants that Customer will use the Services only for professional purposes and in compliance with all applicable laws and regulations (including but not limited to policies and laws related to spamming, privacy, data protection, intellectual property, consumer and child protection, obscenity or defamation) and will be responsible for Customer's users compliance with this Agreement. Customer hereby agrees to defend, indemnify and hold harmless SMART AND EASY against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from a violation of the foregoing or otherwise from Customer's use of the Services in violation of this Agreement. Although SMART AND EASY has no obligation to monitor Customer's use of the Services, SMART AND EASY may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords and files, and for all uses of Customer account or the Equipment.

4. OWNERSHIP AND CONFIDENTIALITY

4.1. Reservation of Rights. SMART AND EASY exclusively owns all right, title and interest in and to the Services and any related software and Intellectual Property without prejudice to the rights of third parties. Except as expressly granted hereunder, SMART AND EASY reserves all rights, title and interests in and to the Services and the underlying software, including all of SMART AND EASY's related Intellectual Property rights. No rights or licenses are granted to Customer hereunder other than as expressly set forth herein.

4.2. Customer Content. As between the Parties, the Customer Content (as defined below) will be owned by Customer. Customer will be solely responsible for the accuracy, quality, integrity and legality of Customer Content. Customer hereby grants to SMART AND EASY a non-exclusive, worldwide license to copy, modify, display and use Customer Content solely to the extent required to adequately perform the Services or abide by the terms of the Data Processing Agreement. "Customer Content" means any data and other material uploaded or supplied to SMART AND EASY by Customer or Customer's end-users or collected and processed by or for Customer using the Services, in the course of receiving or using the Services.

4.3. Feedback. To the extent that Customer gives SMART AND EASY Feedback, comments, or suggestions concerning the Services (collectively, "Feedback"), Customer acknowledges and agrees that all Feedback will be and become SMART AND EASY's sole and exclusive property, and Customer hereby irrevocably transfers and assigns to and agrees to irrevocably assign and transfer to SMART AND EASY all of its right, title, and interest in and to the Feedback, including all Intellectual Property rights therein. At SMART AND EASY's request and expense, Customer will execute documents and take such further acts as SMART AND EASY may reasonably request to assist it in acquiring, perfecting and maintaining its Intellectual Property rights in and other legal protections for the Feedback.

4.4. Protection of Proprietary and Confidential Information. Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of SMART AND EASY includes non-public information regarding features, functionality and performance of the Services or any software. The Receiving Party agrees: (i) to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), and (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information for any purpose. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Notwithstanding anything to the contrary, SMART AND EASY shall have the right collect and analyze data and other information relating to the use and performance of various aspects of the Services and related systems and

technologies, including but not limited to Customer Content, and SMART AND EASY will be free to (i) use such information and data (during and after the Term hereof) to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other SMART AND EASY offerings, and (ii) disclose such data in aggregate or other de-identified form in connection with its business.

4.5. Compelled Disclosure. The Receiving Party may disclose Proprietary Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Proprietary Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party's costs in compiling and providing secure access to that Proprietary Information.

4.6. Exceptions. Either Party may disclose these Terms of Use (but not any other Proprietary Information) in connection with (a) due diligence reviews and disclosure requirements in relation to significant transactions or dealings involving either Party, as the case may be, and which are outside the ordinary course of either Party's business, as the case may be, including investments, acquisitions or financings (collectively referred to as "Significant Transactions"), to other parties to such Significant Transactions or their professional advisors, provided that each such party has executed an agreement protecting the Disclosing Party's Proprietary Information to the same or a greater extent than provided by this Agreement, (b) a party's obligations, including reporting obligations pursuant to such Significant Transactions; provided that such other parties shall agree, in writing, to protect and maintain the confidentiality of same (except that such writing shall not permit any disclosure of Proprietary Information pursuant to the exemptions contemplated in this paragraph), or (c) an audit of its business conducted by a taxing authority or other supervisory authority, to such authority and/or the party's professional advisors, provided any such advisors must execute an agreement protecting the Disclosing Party's Proprietary Information to the same or a greater extent than provided by this Agreement.

4.7. Undisclosed Know-How and Business Information. To the extent Proprietary Information can be considered as "trade secrets" within the meaning of EU Directive 2016/943 of June 8, 2016 *on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure* as transposed in applicable law (Belgian Statute of July 30, 2018), nothing in this Section 4 shall operate to limit or reduce the protection afforded by the aforementioned legislation.

5. PAYMENT OF FEES

5.1. Fees. Customer will pay SMART AND EASY the applicable fees set forth in the billing page of the Customer account. Except as otherwise specified therein, payment obligations are non-cancelable and amounts paid are non-refundable.

5.2. Payment. Prior to the provision of Services, Customer shall provide SMART AND EASY all relevant information regarding Customer's Electronic Funds Transfer (EFT) including, without limitation, BIC/SWIFT and/or IBAN information (for EFT's within SEPA). Customer represents and warrants to SMART AND EASY that such information is true and that Customer is authorized to use such payment instrument. Customer will promptly update its account information with any changes (for example, a change in Customer billing address or bank details) that may occur. Payments due under this Agreement shall be made by Customer in

EUR via an electronic fund transfer (EFT) SMART AND EASY's bank-account, the details of which are provided by SMART AND EASY to Customer. It is SMART AND EASY's responsibility to provide correct and complete banking information directly to Customer's Accounts Payable department for EFT initial set up in Customer's system and for any required changes thereafter. All costs and bank charges related to any EFT is to be borne exclusively by the Customer.

Customer hereby authorizes SMART AND EASY to invoice Customer in advance to the extent provided for in the billing page of the Customer account. Customer must dispute any invoice it intends to dispute within thirty (30) days of receipt by sending a written notice to SMART AND EASY both via email and registered letter or overnight courier. Unpaid amounts of undisputed invoices are subject to a finance charge of 1% per month on any outstanding balance and may result in termination of the provision of Services in accordance with Section 6.3.

5.3. Taxes. SMART AND EASY's fees do not include any taxes (such as VAT), levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all applicable Taxes associated with Customer's purchases hereunder. If SMART AND EASY has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5.3, SMART AND EASY will invoice Customer and Customer will pay that amount unless Customer provides SMART AND EASY with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SMART AND EASY is solely responsible for taxes assessable against SMART AND EASY based on SMART AND EASY's income, property and employees.

5.4. Invoices. As needed, SMART AND EASY shall register at Customer's cost and expense with Customer's e-invoicing application service provider of choice, and any related fees shall be added to Customer's invoice. SMART AND EASY will submit invoices which:

- include SMART AND EASY's full legal name, address and Tax registration numbers, a unique invoice number, the date the invoice was issued and the Customer contract number and email address; and
- include detailed descriptions of the Services purchased and indicate an invoice subtotal before applicable Taxes.

Invoices must be submitted in electronic format to be received via an approved electronic data interchange ("EDI") or other data transmission format approved by Customer from time to time. Registration with such invoicing provider shall not alter Customer's payment obligations hereunder.

5.5. Future Functionality. Customer agrees that purchases are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by SMART AND EASY regarding future functionality or features.

6. TERM AND TERMINATION

6.1. Term. These Terms of Service shall remain in effect during the Term as specified by SMART AND EASY which shall be deemed to be undefined if no such limited Term has been specified.

6.2. Termination for Convenience. Unless a specific limited Term is agreed upon, SMART AND EASY can terminate the provision of Services and these Terms of Use at any time by giving written notice to Customer. In the event Customer is not paying any Fees for the use of the

Services, such notice shall have immediate effect and these Terms of Use are terminated with immediate effect. In the event Customer has paid or is paying Fees for the provision of Services and no fixed Term has been agreed upon, SMART AND EASY can terminate these Terms of Service and the provision of Services by giving thirty (30) days' written notice.

6.3. Termination for Cause. SMART AND EASY may terminate these Terms of Use for cause upon thirty (30) days' written notice to Customer of a specified breach of any of the terms or conditions of these Terms of Use if such breach remains uncured at the expiration of such thirty (30) day period. In the event a breach is deemed incurable by SMART AND EASY in its sole discretion, termination shall be effective with immediate effect.

To the extent any Fees are agreed upon, Customer will pay in full for the Services up to and including the last day on which the Services are provided. In no event will early termination relieve Customer of its obligation to pay any Fees payable to SMART AND EASY for the period prior to the effective date of termination. In the event Customer terminates these Terms of Use for material breach by SMART AND EASY, SMART AND EASY shall refund Customer the pro rata portion of the prepaid annual fees applicable to the period starting from the termination date and ending on the last date in the prepaid period without prejudice to SMART AND EASY's right to retain the payment pending judicial review.

6.4 Survival. All Sections of these Terms of Use (including any Exhibits) which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

7.1. Representations. Customer and SMART AND EASY represent that they have validly entered into these Terms of Use and have the legal power to do so. SMART AND EASY is a corporation duly organized and legally existing in good standing under the laws of Belgium. SMART AND EASY shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a timely and professional manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or unscheduled emergency maintenance either by SMART AND EASY or by third-party providers or during an Force Majeure Event.

7.2. Further Representations. Other than during a Trial Period, SMART AND EASY represents and warrants that (i) the Services will be provided with commercially reasonable due care and that the Services will comply with the requirements and specifications set forth in these Terms of Service as may be elaborated further in one or more specific Exhibits hereof; (ii) the Services will comply with applicable laws and regulations; (iii) it has the necessary expertise and experience to properly perform the Services hereunder; (iv) it has all necessary power, authority, permits, licenses and consents to perform the Services; (v) the performance of the Services hereunder does not violate any other agreement or understanding to which SMART AND EASY is a party or to which it may be otherwise bound; and (vii) the Services (excluding the Customer Content) do not and shall not infringe on any third party's rights, including with respect to any patent, trademark, trade name, service mark, copyright, trade secret or any other Intellectual Property right or other proprietary right of any third party. The foregoing shall not apply to any software patents in jurisdictions such as the USA.

7.3. Representations by Customer. Customer represents and warrants that (i) it will comply with applicable laws and regulations; (ii) it has all necessary permits and licenses required to operate its business; (iii) its performance of these Terms of Use does not violate any other agreement or understanding to which Customer is a party or to which it may be otherwise

bound; and (iv) Customer Content does not and shall not infringe on any third party's rights, including with respect to any patent, trademark, trade name, service mark, copyright, trade secret or any other Intellectual Property right or other proprietary right of any third party anywhere in the world. The Customer furthermore represents that if Customer is entering into these Terms of Use on behalf of a company or other legal entity, that it has the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If Customer does not have such authority, or if Customer does not agree with these terms and conditions, Customer must not accept these Terms of Service and may not use the Services.

7.4. Disclaimers. SMART AND EASY does not warrant that the services will be uninterrupted or error free nor does it make any warranty as to the results that may be obtained from use of the services. The services and professional services are provided "as is" and smart and easy disclaims all warranties, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by mandatory applicable law. SMART AND EASY disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

8. SMART AND EASY INDEMNIFICATION

8.1. Indemnification by SMART AND EASY. Other than during a trial period, smart and easy will defend customer and indemnify customer against any and all costs, damages and expenses (including reasonable legal fees) arising out of any third-party claim that the service infringes any valid intellectual property right of a third party ("claim"); provided that customer: (i) provides prompt written notice of a potential claim; (ii) gives smart and easy sole control of the defense and settlement of the claim (provided that smart and easy may not settle any claim unless it unconditionally releases customer of all liability); and (iii) provides smart and easy, at smart and easy's expense, all reasonable assistance necessary for defense and settlement. SMART AND EASY may, at its sole option and expense: (a) procure for customer the right to continue using the service pursuant to these terms of use; (b) replace or modify the services to be non-infringing without material decrease in functionality; or (c) if the foregoing options are not reasonably practicable, terminate these terms of use and refund customer all prepaid fees for the remainder of a fixed term. Notwithstanding the foregoing, smart and easy shall have no liability for any claim to the extent it is based on (x) customer's breach of these terms of use (including but not limited to any unauthorized use of the services or any modification of the services by any person other than smart and easy or its authorized agents); (y) any combination of the services with other non-smart and easy products, equipment, software, uses or data, to the extent such claim would not have arisen absent such combination; or (z) any activity after smart and easy has provided customer with a work around or modification that would have avoided such issue without adversely affecting the functionality of the services. This section 8.1. Is smart and easy's sole liability to, and customer's exclusive remedy against smart and easy for any intellectual property claim and shall only apply to the extent that customer has paid fees for use of the services.

9. LIMITATION OF LIABILITY

9.1. EXCLUSION OF LIABILITY. To the extent permitted by mandatory applicable law and except for specific indemnification obligations set forth herein (including, without limitation, in section 8 hereof), smart and easy's maximum liability arising out of these terms of use for direct damages shall not exceed in the aggregate the total value of the fees paid during the last twelve (12) months. In no event shall either party be responsible or liable to the other party

with respect to any subject matter of these terms of use or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business (opportunities); (b) for any lost profits, revenues or indirect or consequential damages; (c) for any matter beyond a party's reasonable control including force majeure. The above limitations will not however not limit customer's payment obligations under these terms of use and will not apply in the event of intentional fault or breach, personal injury or death or damage to real property.

10. FORCE MAJEURE

10.1. Force Majeure. SMART AND EASY shall not be liable for any default or delay in the performance of its obligations under these Terms of Use (i) if and to the extent such default or delay is caused by: fire, flood, hurricane, earthquake, elements of nature or acts of God, pandemic, epidemic, war, terrorism, explosion, riots, civil disorders, rebellions or revolutions in any country; or any other unforeseeable cause beyond the reasonable control of SMART AND EASY, and (ii) provided SMART AND EASY is without fault in causing such default or delay, and such default or delay could not have been prevented by commercially reasonable precautions (including the disaster recovery plan of SMART AND EASY) and cannot be circumvented by SMART AND EASY through the use of alternate sources, workaround plans or other means (any such event is referred to as a "Force Majeure Event").

10.2. Consequences of Force Majeure. For any Force Majeure Event, SMART AND EASY shall not be considered to be in breach for as long as such Force Majeure Event prevails and prevents it from performing provided SMART AND EASY continues to use its commercially reasonable, good faith and diligent efforts to recommence performance or observance whenever and to whatever extent possible without delay.

10.3. Notification of Force Majeure Event. SMART AND EASY shall take reasonable measures to notify Customer of the existence of the Force Majeure Event either directly by e-mail or on its website.

11. PROTECTION AND PROCESSING OF PERSONAL DATA

11.1. Data Controller and Data Processor. Customer and SMART AND EASY agree that within the scope of these Terms of Use, Customer shall at all times be considered as "data controller" which entails that Customer shall determine the purposes and means of the processing of any personal data and SMART AND EASY shall at all times be considered as "data processor" acting on behalf of Customer. SMART AND EASY does not permanently store any personal data which is processed by Customer using the Services. Any such data is purely transient.

11.2. Personal Data Processing Agreement. The terms of the SMART AND EASY Data Processing Agreement shall govern the processing of personal data provided by Customer to SMART AND EASY within the scope of the contractual relationship between Customer and SMART AND EASY.

12. MISCELLANEOUS

12.1. No Assignment. These Terms of Use are not assignable (including by operation of law), transferable or sub-licensable by Customer except with SMART AND EASY's prior written consent. SMART AND EASY may transfer and assign any of its rights and obligations under these Terms of Use without consent of Customer.

12.2. Waivers. All waivers to these Terms of Use must be in a writing except as otherwise provided herein.

12.3 Modifications. SMART AND EASY has the right to revise, restate or amend these Terms of Use at any time in its sole discretion. Customer will be bound by the revised or amended Terms of Use as soon as it was provided the opportunity to review the revised or amended Terms of Use unless it objects to the revised or amended Terms of Use within seven (7) days following its opportunity to review said revised or amended Terms of Use. Continued use of the Services after said seven (7) days shall be construed as an unconditional and unreserved acceptance by Customer to be bound by the revised or amended Terms of Use. In the event Customer objects to the revised or amended Terms of Use during said seven (7) day period, SMART AND EASY may terminate these Terms of Use and continued use of the Services with immediate effect unless the parties agree otherwise.

12.4. Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of these Terms of Use and Customer does not have any authority of any kind to bind SMART AND EASY in any respect whatsoever.

12.5. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. As a rule, notifications are sent by e-mail and Customer acknowledges and accepts that e-mail constitutes valid and binding notification and that it will take all required measures to monitor and read any incoming e-mails.

12.6 Acceptance of Terms of Use and its Exhibits. Customers acknowledges and accepts that it has duly, validly and completely consented with and accepted these Terms of Use through electronic means provided by SMART AND EASY including, without limitation, by actively selecting the corresponding checkbox on the signup pages of the web application.

12.7. Governing Law. This Agreement shall be governed by Belgian law.

12.8. Competent Forum. Any legal action or proceedings arising under or brought pursuant to this Agreement (including any closely related tort actions) shall be brought before the Courts of Antwerp, section Antwerp which will have exclusive jurisdiction. Customer and SMART AND EASY irrevocably consent to the personal jurisdiction and venue there.

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