



General Terms and Conditions

1. **Applicability:** These general terms and conditions (the "General Terms and Conditions") shall govern all Quotes (as defined below under clause 2) entered into by Kallion SRL, with registered seat at Place Saint-Antoine 23/17, B-1040 Etterbeek, Belgium, and registered with the Belgian Crossroads Bank for Enterprises under number 0784.520.558, duly represented by Mr. Nicolas Rousselet, director (hereinafter "Kallion") and the legal entity or natural person identified as customer in the Quote (the "Customer"), except when superseded and replaced by any deviating contractual agreements expressly made between Kallion and the Customer. The Customer and Kallion may be referred to herein collectively as the "Parties" and individually as a "Party".
2. **Quote:** Specific services terms, services details and/or SaaS subscription terms will be set forth in quote(s) or offer(s) executed by the Customer and Kallion ("Quote"), each of which become binding on the Parties and subject to these General Terms and Conditions and documents referenced therein upon execution of the Quote or upon performance of the Services, whichever occurs first.
3. **Hierarchy:** Each Quote is governed by and incorporates the following documents, collectively referred to as the "Agreement" that consists of:
 - a. the Quote;
 - b. the Data Processing Agreement (included in Appendix 1);
 - c. the Platform's Terms of Use (if relevant for the scope of Services provided);
 - d. these General Terms and Conditions.In the event of a conflict, the order of precedence is as set out above in descending order.
4. **Modifications:** Kallion reserves the right to unilaterally and at any time modify this Agreement provided it gives prior written notice of such changes to the Customer (including without limitation by e-mail) (the "Notice"). In that case, the Customer may terminate this Agreement within fifteen (15) days of such notice by notifying Kallion of such termination in writing. If the Customer does not notify Kallion of such termination, the new terms shall become effective as of the date specified in the Notice.
5. **Services:** Kallion shall provide the services detailed in the Quote(s) (the "Services") to the Customer under the terms and conditions of these General Terms and Conditions. Services can include the following: (i) general services such as (but not limited to) consultancy and training services and/or (ii) access to the Kallion MyLab Portal, a platform of tools and solutions supporting Operational Excellence activities (the "Platform") on a "SaaS" basis as well as the technical and functional documentation for the Platform as made available by Kallion (the "Documentation") and/or (iii) provision of material, tools or hardware to support Operational Excellence activities (the "Products").
6. **Right to Use.**
 - 6.1. Subject to the timely payment of the fees by the Customer, the Customer's compliance with the terms of the Agreement and Authorized User's compliance with the Platform's Terms of Use, Kallion grants to the Customer a limited, non-exclusive, non-transferrable and non-sublicensable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in accordance with the Documentation, (a) to access and use the Platform and the Documentation; (b) permit its Authorized Users to access and use the Platform and the Documentation.
 - 6.2. "Affiliate" of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party's Affiliate as long as that interest is maintained.
 - 6.3. "Authorized User" shall mean one individual natural person, whether an employee, business partner, contractor, or agent of the Customer or its Affiliates who is designated by the Customer to use the Platform. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the Platform as the same Authorized User. If the Authorized User is not an employee of the Customer, use of the Platforms will be allowed only if the user is under confidentiality obligations with the Customer at least as restrictive as those in this Agreement and is accessing or using the Platform solely to support the Customer's and/or the Customer Affiliates' internal business purposes. The amount of Authorized Users is limited to the amount of Authorized Users specified in the Quote.
- 6.4. The Customer acknowledges and agrees that Kallion can only deliver access to the Platform to those Authorized Users that have accepted the Terms of Use regarding the use of the Platform available at: <https://kallion.eu/> ("Platform's Terms of Use").
- 6.5. The Customer will ensure that its Affiliates and all Authorized Users using the Platform and the Documentation under this Agreement comply with all of the Customer's obligations under this Agreement and the Platform's Terms of Use (available at <https://kallion.eu/>), and the Customer is responsible for their acts and omissions relating to the Agreement and to the Platform's Terms of Use as though they were those of the Customer. In addition, in case an Authorized User would breach any term or condition of the Platform's Terms of Use, the Authorized User will be jointly and severally responsible with the Customer towards Kallion.
- 6.6. Kallion reserves the right to make, in its sole discretion, changes and updates to the Platform and Documentation from time to time without prior notification to the Customer.
- 6.7. The Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and will notify Kallion promptly in writing of any such unauthorized use which the Customer may become aware of.
7. **Restrictions.** The Customer shall not, and shall not permit others to, do the following with respect to the Platform and Documentation:
 - 7.1. use the Platform, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds the Customer's authorized use or usage metrics set forth in this Agreement;
 - 7.2. license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Platform or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;
 - 7.3. access or use the Platform or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Platform or allow access by a direct competitor of Kallion;
 - 7.4. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets or confidential information from or about any of the Platform or technologies, unless and then only to the extent expressly permitted by applicable law, without consent;
 - 7.5. use the Platform or Documentation in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
 - 7.6. interfere with or disrupt the integrity, operation, or performance of the Platform or interfere with the use of it by others;
 - 7.7. use the Platform to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the Platform or any host, network, or account related thereto or use any aspect of the Platform components other than those specifically identified in a Quote, even if technically possible;
 - 7.8. encumber any lien or security interest on the Platform;
 - 7.9. take any action that would cause the Platform to be placed in the public domain; or
 - 7.10. use, or allow the use of, the Platform by anyone located in, under the control of, or a national or resident of an



embargoed country or territory or by a prohibited end user under Sanctions Laws (as defined in Article 30).

8. Suspension of Access. Kallion may suspend any use of the Platform that Kallion reasonably and in good faith believes violates this Agreement or that an Authorized User violates the Terms of Use. Kallion will use commercially reasonable efforts to notify the Customer prior to any such suspension, unless Kallion reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the Platform or a third party. Under circumstances where notice is delayed, Kallion will provide notice if and when the related restrictions in the previous sentence no longer apply.

9. Consulting Services: Kallion shall perform the consulting services to the best of its ability and to a standard of a reasonable professionalism within the industry of the consulting services. Any personnel provided by Kallion shall perform their work to the same professional standard. Any timeline indicated in a Quote is purely indicative and non-binding.

10. Products

- 10.1. Title and risks to the Products shall transfer to Customer upon delivery. However, Kallion reserves ownership of the Products delivered until full payment of the purchase price.
- 10.2. Kallion's warranty is that of the manufacturer of the Products. Defective products may, at Kallion's discretion, be replaced, repaired or credited for their value, to the exclusion of any contribution to any damages incurred. Any apparent defect is automatically covered by the Customer's unconditional acceptance of the Product, which shall be deemed to take place 7 days after delivery.

11. Licenses and Permits: Kallion shall obtain and hold in good-standing all necessary licenses, permits and approvals required to comply with all applicable laws, codes or regulations relating to the Services being provided and shall maintain and produce records of these licenses, permits and approvals for the Customer upon request.

12. Rules and Regulations: Kallion and its employees, personnel and contractors shall always comply with any necessary laws, codes and regulations as well as the rules and regulations of the Customer, so long as the Customer has provided Kallion with the relevant rules and regulations of the Customer in writing.

13. Fees for Services: The fees for the Services are set out in the Quote. Kallion shall deliver invoices to the Customer on a monthly basis, in the first week of the month for the Services that were delivered in the previous month. Invoices are due and payable by the Customer within thirty (30) calendar days from the invoice receipt. The fees do not include any taxes, including value-added tax or withholding taxes. Any transaction fees, including any bank handling fees are payable by the Customer.

14. Expenses: All reasonable expenses related to the delivery of the Services stipulated in this Agreement will be for the cost of the Customer. In case of potentially unreasonable or excessive expenses, Kallion will first obtain written approval from the Customer or by any other person the Customer should choose to designate. Reasonable expenses may include but is not limited to:

- Travel via train in second class (first class for trips longer than 3 hours), or plane in economy class (economy plus/ comfort for flights longer than 4 hours and business class for flights longer than 8 hours).
- Travel using a ferry, taxi, rideshare or similar service or public transport between the train station, airport, the Customer's place(s) of business, hotel, etc.
- Overnight accommodation in a reasonably priced hotel.
- Other reasonable travel and subsistence costs, including meals, required to provide the Services stipulated in this Agreement.

15. Intellectual Property.

15.1. Kallion has created tools and materials and/or will during the course of this Agreement create, and/or improve, tools and materials that are reusable or are useful for Kallion's consulting services, tasks and projects. Such tools and materials provided to the Customer in the scope of the consulting services are

termed "Reusable Materials." Deliverables created and delivered as part of the consulting services under this Agreement other than Reusable Materials are "Customer Specific Deliverables".

15.2. Upon payment of amounts due to Kallion with regard to the Services, Kallion hereby assigns all intellectual property rights in the Customer Specific Deliverables to the Customer.

15.3. The Reusable Materials including any intellectual property rights therein shall remain the property of Kallion. Upon payment of amounts due to Kallion with regard to the Services, Kallion will grant to the Customer a non-exclusive, worldwide, irrevocable and fully paid-up license to use, modify, adapt, sublicense, and otherwise exploit the Reusable Materials to the extent necessary for the Customer to enjoy the full benefits of the Services for its own (and its affiliates) internal business.

15.4. Except as expressly stated in this Agreement, each party retains its own rights. No rights are created or transferred by implication.

16. Platform Ownership and Customer Data

16.1. **Customer Data.** Any content, materials, data and information that the Customer or its Authorized Users enter into the Platform ("Customer Data") is and will remain, as between the Customer and Kallion, the property of the Customer. The Customer hereby grants Kallion the right to process, transmit, store or , if legally obligated to do so, disclose the Customer Data in order to provide the Services to the Customer or to comply with any request of a governmental or regulatory body (including court orders) or as otherwise required by law. The Customer is responsible for the Customer Data (including the Customer personal data) as entered into, supplied or used by the Customer and its Authorized Users in the Platform. Furthermore, the Customer is solely responsible for determining the suitability of the Platform for the Customer's business and complying with any applicable laws applicable to the Customer Data and the Customer's use of the Platform. The Customer grants to Kallion the non-exclusive right to process the Customer Data for the sole purpose of and only to the extent necessary for Kallion: (a) to provide the Services; (b) to verify the Customer's compliance with the restrictions set forth in Article 7 if Kallion has a reasonable belief of the Customer's non-compliance; and (c) as otherwise set forth in this Agreement.

16.2. **Platform.** Kallion, its Affiliates, or its licensors own all rights, titles, and interests in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the Platform and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder.

16.3. **Feedback.** Kallion encourages the Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Platform and related Documentation ("Feedback"). To the extent the Customer provides Feedback, the Customer grants to Kallion a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Platform) without restriction; provided that such Feedback does not identify the Customer, its Affiliates, or Authorized Users, or include any Customer Data without the Customer's prior written consent.

16.4. **Use of Aggregate Data.** The Customer agrees that Kallion may collect, use, and disclose quantitative data derived from the use of the Kallion for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify the Customer, its Authorized Users, Customer Data, or any third parties utilizing the Platform.

17. Confidentiality

17.1. Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") may disclose confidential information relating to the Disclosing Party's business for the performance of the Services (hereinafter referred to as "Confidential Information"). Such Confidential Information includes, without limitation, information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing,

Kallion.

and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, and/or which the Receiving Party knows or reasonably should know the Disclosing Party considers confidential or proprietary.

- 17.2. The term Confidential Information does not include any information that: (i) is or becomes generally available to the public (other than as a result of its disclosure by the Receiving Party in breach of this clause), (ii) was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party, (iii) was, is or becomes, available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party, (iv) was known to the Receiving Party before the information was disclosed to it by the Disclosing Party, (v) the Parties agree in writing is not confidential or may be disclosed; or (vi) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party.
- 17.3. Except as expressly permitted in this Agreement or as expressly authorized in writing by the Disclosing Party, the Receiving Party shall not disclose any Confidential Information to any person except (i) to its employees, directors, contractors, subcontractors or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with this Agreement provided that these persons are bound by confidentiality obligations which are not less stringent than those set out in this Agreement; or (ii) to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of the disclosure as possible.
- 17.4. Except as expressly permitted in this Agreement or as expressly authorized in writing by the Disclosing Party, the Receiving Party shall not use the Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 17.5. The confidentiality obligations set forth in articles 17.3 and 17.4 shall survive for five (5) years after the expiration or termination of this Agreement.
- 17.6. Notwithstanding anything else in this Agreement, Kallion shall have the right, during and after the term of this Agreement, (a) to use Confidential Information to improve its Services or develop new products or services and (b) to disclose such Confidential Information in aggregate provided that such information does not directly or indirectly identify the Customer's Confidential Information.

18. Processing of Personal data

- 18.1. As part of the performance of its obligations under this Agreement, Kallion may be required to process personal data on behalf of the Customer. The Customer shall ensure that the personal data that it supplies or discloses to Kallion has been obtained fairly and lawfully and that all data subjects have been properly informed of that processing. The Customer shall not provide Kallion with access to sensitive personal data that impose specific data security obligations for the processing of such data unless specifically agreed between the Parties in writing.
 - 18.2. When Kallion processes personal data on behalf of the Customer, the Parties rights and obligations are set out in the Data Processing Agreement (available in Appendix 1 of these General Terms and Conditions). These rights and obligations form an integral part of this Agreement.
- 19. Term:** Each Quote enters into force on the date of the acceptance of the Quote, as indicated therein or upon the performance of the Services (whichever date occurs first) and shall remain in effect (i) as regards to the Platform, for the term specified in such Quote, including all renewals thereto and (ii) as regards to other services, until the services are fully provided (the "Term"). This Agreement shall continue as long as a Quote remains valid and in effect. Termination or expiration of any Quote shall leave other Quotes unaffected.

20. Liability

- 20.1. To the maximum extent permitted by applicable law, in no event shall either Party be liable to the other Party or to any third party for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not the Party has been advised of the possibility of such damages.
- 20.2. Without prejudice to and without limiting article 20.1, Kallion's aggregate liability arising out of or in connection with the Agreement, whether arising out of breach of contract, tort (including negligence), or otherwise, shall not exceed the total of the fees (excl. taxes) paid by the Customer to Kallion pursuant to this Agreement during the six (6) month period preceding the date on which the applicable liability claim arose.
- 20.3. The Customer agrees that Kallion can only be held liable as per the terms of this Article 20 to the extent damages suffered by the Customer are directly and solely attributable to Kallion. However, nothing in the Agreement shall limit or exclude each of the Party's liability for (i) gross negligence, (ii) wilful misconduct, (iii) fraud.
- 20.4. Notwithstanding the foregoing, the parties acknowledge and agree that Kallion provides advisory services and that Kallion will never be held liable for any damages resulting from or in connection with the use or implementation of its advice or services in general. Further, the Parties acknowledge and agree that the Services performed under this Agreement is a best effort obligation and shall not qualify under any circumstances as an obligation of results.
- 20.5. The Customer understands that the Platform and the Documentation may be provided for free to the Customer (upon Kallion's own discretion). Notwithstanding any other provision of this Agreement, free access to the Platform and Documentation are provided "as-is" and "as available" and, to the fullest extent permissible by law, (a) without any representation or warranty, whether commercial or statutory; and (b) Kallion's total aggregate liability arising out of or relating to the Customer's use of the free access is EUR 100. The Customer will indemnify Kallion, and its employees, directors, agents, and representatives ("Indemnified Parties") from, and defend the Indemnified Parties against, any actual or threatened: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding ("Claim") to the extent arising from or related to: (a) use of the Platform by the Customer or Authorized Users in violation of this Agreement, the Documentation, or applicable law; (b) any breach by the Customer of its obligations under Article 7 (Restrictions) or Article 17 (Confidentiality); or (c) the nature and content of all Customer Data processed by the Platform.

21. Termination with Notice: Either Party may terminate a Quote or part of it at any time for convenience with 20 Business Days prior written notice to the other Party. Business Days are defined as any day that is not a Saturday, Sunday or Statutory Holiday in the country where Kallion is registered.

22. Immediate Termination:

- 22.1. Parties agree that a Quote can be immediately terminated, without prior notice in the event the other Party:
 - becomes insolvent;
 - makes a general assignment for the benefit of its creditors;
 - suffers or permits the appointment of a receiver or a manager for its business or assets; or
 - avails itself or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the right of creditors.
- 22.2. Notwithstanding the foregoing, Kallion will be entitled to immediately terminate a Quote (or alternatively suspend its obligations) in the event the Customer breaches the license terms as set forth in the Agreement under Articles 6 and 7.
- 22.3. Either Party may terminate this Agreement (the "Terminating Party") at any time in the event that either of the Parties breaches any part of this Agreement (the "Breaching Party"), so long as prior written notice is given by the Terminating Party and the breach is not remedied by the Breaching Party within 30 Business Days.



- 23. Consequences of Termination.** Upon termination or expiration of a Quote, the licenses and user rights with respect to the Platform and the Documentation granted to the Customer pursuant to the Quote shall automatically terminate and the Customer shall return to Kallion or destroy all copies (in whatever form or medium) of the Platform, the Documentation and the Confidential Information of Kallion that are in the possession or under control of the Customer. Kallion's obligation to provide any further services to the Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement.
- 24. Legal Notice.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or sent with return receipt.
- 25. Provisions Operating following Termination:** Following the termination of this Agreement for any reason, with or without cause, the provisions of articles 7, 15, 16, 17, 19, 30, 32, 33 and any other provisions of this Agreement necessary to give those paragraphs power shall continue in full force and effect.
- 26. Kallion Not an Employee:** Kallion and any of its employees or personnel or Subcontractors who may be delivering the Services under this Agreement are not employees of the Customer and are not entitled to receive any employment benefits from the Customer. Further, the Customer shall not be required to make contributions for employment insurance, pensions plans, worker's compensation or similar premiums, employer social charges and other similar levies on behalf of any of Kallion's employees or personnel.
- 27. Subcontractors:** Kallion may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). Kallion recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Customer harmless of any liability in connection with their performed work.
- 28. Conflicts:** Kallion shall not be restricted by the Customer in delivering its Services to other individuals or businesses while the Services are being delivered to the Customer.
- 29. Kallion Shall Not Contract:** Kallion, its employees, Subcontractors or agents shall not, without the prior written consent of the Customer, enter into any contract on behalf of the Customer or bind the Customer in respect whatsoever. For further clarity, Kallion does not have legal or business decision making authority on behalf of the Customer except where otherwise consented to in writing by the Customer.
- 30. Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, telecommunications outage not caused by the obligated Party, or other similar causes) ("Force Majeure Event"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.
- 31. Sanctions Laws.**
- 31.1. The Customer acknowledges that the Platform and any related Documentation may be subject to laws, regulations or decisions enacting economic sanctions, restrictive measures or trade embargoes (such as the ones adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government) (collectively "Sanctions Laws"). The Customer represents and warrants that: (a) it is not located in, under the control of, or a national or resident of an embargoed country or territory or prohibited end user under Sanctions Laws; and (b) it will not access, download, use, export or re-export, directly or indirectly, the Platform and the Documentation to any location, entity, government or person prohibited by Sanctions Laws without first complying with all Sanctions Laws that may be

imposed by any country or organization of nations within whose jurisdiction it operates or does business. The Customer is solely responsible for complying with Sanctions Laws in relation to the use of the Platform and the Documentation.

- 31.2. The Customer shall indemnify Kallion against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Kallion as a result of any breach of clause 31.1 by the Customer.
- 31.3. Without affecting any other right or remedy available to it, Kallion may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer commits a breach of clause 31.1, and the Customer shall not be entitled to claim compensation or any further remuneration.
- 32. Anti-Corruption.** In connection with the services performed under this Agreement and the Customer's use of the Platform, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.
- 33. Publicity.** Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the Services unless the prior written consent of the other Party has been obtained. Notwithstanding the foregoing, Kallion may use the Customer's name and logo for the limited purpose of identifying the Customer as a customer of the Services.
- 34. Amendments:** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding
- 35. Entire Agreement:** This Agreement, and all related Appendixes and Annexed, constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Customer's general terms and conditions are not applicable and expressly excluded.
- 36. Severability:** Each of the paragraphs contained in this Agreement is unique and severable. In the event that any section, provision or part of this Agreement is declared invalid, illegal or unenforceable, the remaining parts of this Agreement shall remain in full force and effect and such declaration shall not affect the validity or enforceability of any other parts of this Agreement.
- 37. Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 38. Governing Law and Jurisdiction:** This Agreement shall be governed by Belgian law. Any disputes arising out of or in connection with this Agreement shall be settled by the competent courts of Brussels.

Version control

Version	In effect as from
Version 1	25 February 2025



Appendix 1 – Data Processing Agreement

This DPA will take effect at the same time as the Agreement and shall continue to be in force and effect until the termination of the Agreement.

1. Definitions

In this DPA, the following words and expressions shall have the following meaning:

‘Data Subject’, ‘Personal Data’, ‘Personal Data Breach’ and ‘Processing’ shall have the same meanings as in the Data Protection Legislation. **‘Processed’** and **‘Process’** shall be construed in accordance with the definition of **‘Processing’**;

‘Data Protection Legislation’ means any legislation in force within the European Union or in the UK on the protection of personal data, including Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”), the UK General Data Protection Regulation (“UK GDPR”) and the Data Protection Act 2018.

‘Third Party’ means any person or entity which is not a party to the Agreement, including any contractors (including Sub Processors).

‘Services’ means the services, functions, responsibilities, and outputs to be provided and fulfilled by Kallion under the Agreement.

‘Sub Processor’ means a Third Party engaged by Kallion as a sub-processor to provide the Services or any part of them.

2. Data Processing

2.1. Kallion will Process Personal Data on behalf of the Customer for the provision of the Services requested by the Customer. In this respect the Customer determines the purposes and means of the Processing and is therefore regarded as data controller whereas Kallion is regarded as data processor under the Data Protection legislation. The Customer expressly acknowledges and warrants that it has all necessary rights to provide the Personal Data to Kallion, and that one or more lawful bases set forth in the Data Protection Legislation supports the lawfulness of the processing.

2.2. Where Personal Data is Processed by Kallion, its agents, Sub Processors or employees on behalf of the Customer under or in connection with the Agreement, Kallion shall, and shall procure that its agents, Sub Processors, and employees shall:

- a) only Process the Personal Data or disclose or permit the disclosure of the Personal Data to any Third Party:
 - i) in accordance with the documented instructions of the Customer as stated in this DPA; or
 - ii) where required by EU or EU Member State law (or UK law when UK GDPR applies) to which Kallion is subject, in which case Kallion shall inform the Customer of that legal requirement before Processing that Personal Data unless that law prohibits such information being provided on important grounds of public interest;
- b) take reasonable measures to ensure that all employees, agents, and Sub Processors who may have access to the Personal Data:
 - i) are informed of the confidential nature of the Personal Data; and
 - ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality that apply with respect to (the Processing of) such Personal Data;
- c) except where statutory guidance indicates that a Personal Data Breach is not required to be notified by Kallion, notify the Customer without undue delay upon becoming aware of a Personal Data Breach and otherwise assist the Customer taking into account the nature of Processing and the information available to Kallion, in meeting its obligations regarding the notification, investigation, mitigation and remediation of a Personal Data Breach under the Data Protection Legislation, without prejudice to Kallion’s right to charge the Customer for any reasonable costs for such assistance;

- d) assist as reasonably requested by the Customer, to the extent necessary to enable the Customer to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data Processed by Kallion under the Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, including by any regulator, subject to reasonable advance notice and without prejudice to Kallion’s right to charge the Customer for any reasonable costs for such assistance;
 - e) only authorize Sub Processors to Process the Personal Data not reasonably objected to by the Customer, subject to:
 - i) informing the Customer of the identity of the proposed Sub-Processor. Kallion will inform the Customer of all intended changes with regard to the addition or replacement of other Sub- Processors (currently approved Sub-Processors are listed in Schedule 1.B). The Customer is entitled to give its written and motivated objections to such Sub-Processor within a period of five (5) days after such notification. In absence thereof, the Sub- Processor shall deemed to be accepted. In the event the Customer provides Kallion with a motivated objection, the Parties will discuss these objections. In the even the Parties do not find a reasonable agreement, the Customer is entitled to terminate the Agreement and this DPA.; and
 - ii) including data protection obligations in the contract between Kallion and the Sub-Processor which are the same as those set out in this DPA; and
 - iii) Kallion remaining liable to the Customer in accordance with the terms of the Agreement relating to liability, for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data;
 - f) cease Processing the Personal Data upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and, at the Customer’s option, either (if technically possible) return or delete the Personal Data and any copies of it or of the information it contains and without prejudice to any EU or Member State legal obligations (or UK law when UK GDPR applies) for Kallion to store or archive such Personal Data.
- 2.3. The nature and purpose of the Processing, type of personal data and categories of Personal Data to be Processed are further detailed in Schedule 1.
- 2.4. Kallion can only be held liable for an infringement of this DPA that is directly attributable to them, or of the provisions that apply directly to Kallion on the basis of the applicable Data Protection Legislation. The liability provisions (including any exclusion or limitation of liability) set out in the Agreement is fully applicable.
- 2.5. Upon reasonable request, Kallion shall make available to the Customer all information necessary to demonstrate compliance with its obligations under this DPA and under Article 32 to 36 of the GDPR. Kallion shall without undue delay inform the Customer if, in its opinion, an instruction infringes this DPA, Data Protection Legislation or other EU or Member State data protection provisions. Kallion shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer for the purpose of verifying the compliance with its obligations under this DPA and shall be without prejudice to Kallion’s right to charge the Customer any costs for such assistance. An audit may not take place more than once per contract year and must be notified at least 60 days in advance. All audit costs are exclusively borne by the Customer. Kallion may limit the access of the Customer to the premises of Kallion to a space provided by Kallion and the auditor may not copy or delete documents from Kallion without the prior approval and consent of Kallion. The Customer shall guarantee that the audit is carried out in such a way that the inconvenience for Kallion is kept to a minimum. The Customer will impose sufficient confidentiality obligations on its auditors.



In addition, Kallion has the right to require the auditors to sign a non-disclosure agreement before the start of the audit. In all cases, it is essential to protect the confidential information of Kallion. The Customer must, or will request that its external auditors, send a draft version of the audit report to Kallion. Kallion has the right to submit its comments within a timeframe as agreed between the Parties. The auditor shall take the comments of Kallion into account.

- 2.6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement the measures stated in article 32 of the GDPR and ensure that its agents, Sub Processors and employees implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Personal Data. Kallion shall take steps to ensure that any natural person acting under its authority who has access to personal data does not process them except on instructions from the Customer, unless he or she is required to do so by EU or Member State law (or UK law if UK GDPR applies).
- 2.7. Any transfer of Personal Data to a third country or international organization may only take place in accordance with the principles set out in the applicable Data Protection Legislation and this DPA. If the Customer is located in a third country, the Customer grants Kallion permission to transfer Personal Data to such third country. The Customer also grants Kallion permission to transfer Personal Data to a third country or to an international organization, as set out in the Schedule 1.B. Kallion will notify the Customer of any proposed change or addition to the list as stated in the Schedule 1.B. The Customer is entitled to give its written objections to such change or addition within a period of five (5) days after such notification. In absence thereof, the transfer shall be deemed to be accepted. The Parties agree on whether or not to proceed with the transfer and the consequences thereof for the provision of the Services in terms of scope, timing and budget. In the event the Parties do not find a reasonable agreement, the Parties are entitled to terminate the Agreement.
- 2.8. Any transfer to a third country or international organization can take place on the following grounds:
 - a) an adequacy decision by the Commission (or an adequacy regulation if the UK GDPR applies);
 - b) if the transfer does not benefit from point a), standard contractual clauses adopted by the Commission or by a Supervisory Authority and approved by the Commission (or by the Secretary of State or the Commissioner if the UK GDPR applies). In such case, the current standard contractual clauses approved by the European Commission (as per Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council) shall apply to the transfer of Personal Data listed in Schedule 1 in the version as relevant to "Processor to Controller" transfers (MODULE 4) and are incorporated herein by reference, it being understood that the following shall apply for the purpose of said standard contractual clauses:
 - i. Clause 7: not used
 - ii. Clause 11(a): optional text not used
 - iii. Clause 17: Belgian Law shall apply
 - iv. Clause 18: courts of Brussels
 - v. Annex I.A – Data Importer (controller): The Customer with details as stated in the Quote
 - vi. Annex I.A – Data Exporter (processor): Kallion with details as stated in the Quote
 - vii. Annex I.B – Categories of data subjects whose personal data is transferred: as defined in Schedule.1.A
 - viii. Annex I.B – Categories of personal data transferred: as defined in Schedule.1.A

- ix. Annex I.B – Sensitive data transferred (if applicable) and restrictions: as defined in Schedule.1. A
- x. Annex I.B – Processing operations (frequency, nature, purpose, retention period): as defined in Schedule.1.A
- xi. Annex I.C – N/A
- xii. Annex II – N/A
- xiii. Annex III – N/A

Schedule 1: PERSONAL DATA PROCESSING

This Schedule 1 includes further information relating to the processing activities, in addition to the information already provided in the Agreement.

Schedule 1.A. DETAILS OF PROCESSING OF PERSONAL DATA

1. The subject-matter of the Processing of Personal Data

Personal Data may be Processed for the performance of the Services set out in the Agreement.

2. The nature and purpose of the Processing of Personal Data

Personal Data may be Processed for the following purpose:

- Service delivery and Customer Support as specified in the Quote
- Conduct Mindset and behaviours surveys as specified in the Quote
- Providing access to the Platform as specified in the Quote

3. The categories of Data Subjects

The personal data concerns the following categories of Data Subjects:

- personnel of the Customer: Employees/ agents/ consultants/ independent contractors;
- (prospective) customers of the Customer;
- commercial partners, suppliers, independent contractors of the Customer

4. The categories of Personal Data

The processing activities concern the following categories of Personal Data:

- Identifying data (i.e. data which can directly identify the person)
 - Contact details (i.e. e-mail, phone, addresses)
 - Generic details (i.e. name, gender)
- Employees' opinion on their scope of mission at work, motivation, training, communication at work, involvement and empowerment, recognition and feedback, support, trust and equality.
- There is no processing of sensitive data.

5. The frequency and duration of the processing activities.

Processing on a continuous basis for the same duration as the Agreement.

6. Retention

Personal data will be retained for the duration of the Agreement.

Schedule 1.B. AUTHORISED SUB PROCESSORS / TRANSFERS

Sub-processor: B. Ralton Development & Operations – Faringdon Road, Acacia – Abingdon, OX13 5AA – United Kingdom, with accompanying transfer of Personal Data to the UK. Microsoft, Amazon Web Services, Supabase, Vercel

Subject matter and nature of the processing: providing Platform support services/bug fixes

Duration: same duration as the Agreement.