

# General Terms and Conditions

25/07/2022

## Article 1 - Nature of the agreement

Barizza BV - IZIDOK shall provide the Client, depending on the assignment proposed and accepted (be it an event, a webinar or a media production) and/or the activities and/or the commitment(s) entered into thereby, with all competent persons, suitable material, media platforms and the like required for the proper execution of this Agreement.

Barizza BV - IZIDOK will use its own staff and/or third parties engaged by Barizza BV - IZIDOK for the coordination and implementation of its tasks at its own discretion; all this without any employment relationship and with full independence. The parties emphasise that the agreement for the protection of the principal and the employees of Barizza BV - IZIDOK does not under any circumstances constitute grounds for the application of the law of 3 July 1978 on employment contracts. This condition is essential to achieve mutual consent between the parties.

## Article 2 - Information and licences

The Client undertakes to inform Barizza BV - IZIDOK immediately of any difficulties that might disrupt the execution of the order and, in case of an event, the cooperation at the time and location agreed upon for the Client, and will provide Barizza BV - IZIDOK with any useful information that may facilitate the cooperation. If the Client provides a venue ITSELF (usually Barizza - IZIDOK BV suggests a venue to the Client), then the Client is responsible for obtaining and maintaining the necessary licences, approvals or permits required for the operation of Barizza - IZIDOK BV in order for IZIDOK to fulfil its obligations.

## Article 3 - Terms of payment

### In case of a B2B project:

The customer pays Barizza BV - IZIDOK the budget proposed and accepted by the customer in the following instalments:

- 50 % upon signature of the reservation document/cooperation agreement
- 40%, 1 month before the start of the order or production,

In case these payment terms are not workable due to very short deadlines before the project roll-out-date, Barizza BV - IZIDOK will issue a 90% invoice at acceptance of the project offer.

A final invoice shall be issued after completion of the order or delivery of the finished productions in the form of a balance invoice. All estimates are in €, excluding VAT, additional insurances and all other possible taxes, duties and fees. All invoices shall be paid no later than the due date indicated on the invoices.

### In case of a B2C project:

The customer pays Barizza BV - IZIDOK the final price in the following instalments:

- 30% advance upon registration to participate at the conference
- the remaining balance 5 weeks before departure to the congress

When registering within 5 weeks before departure, the full participation sum is immediately due.

In case of non-payment of all or part of the price or costs, the provisions of Book XIX of the Economic Code shall apply, and BV Barizza - IZIDOK shall send the customer/supplier a free reminder to pay the amount due within 14 calendar days. If the customer/supplier does not pay within this period, the outstanding amount will be increased by an annual interest calculated at the reference interest rate increased by eight percentage points as referred to in article 5, second paragraph, of the Act of 2 August 2002 on combating late payment in commercial transactions calculated from the calendar day following the day on which the free reminder was sent to the customer, as well as by a lump-sum compensation of:

20 euro if the balance due is less than or equal to 150 euro;

30 euros plus 10 % of the amount due on the tranche between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;

65 euros plus 5 per cent of the amount due on the tranche above 500 euros with a maximum of 2000 euros if the balance due is above 500 euros

## Article 4 – Financial obligation - safety - insurance

The performance of Barizza BV - IZIDOK for the benefit of the Client in the execution of his order constitutes a financial obligation towards Barizza BV - IZIDOK. The Client, who also enters into a financial obligation towards Barizza BV - IZIDOK, confirms that his cooperation is equally important for the proper execution of the event or assignment and will cooperate to the best of its ability with Barizza BV - IZIDOK. The Client shall therefore ensure that Barizza BV - IZIDOK can fulfil its obligations in an environment that meets the strictest safety and hygiene requirements, while complying with any additional safety conditions communicated to the Client by Barizza BV - IZIDOK. Barizza BV - IZIDOK may refuse to fulfil an agreed obligation for an event or production if the basic and/or additional safety conditions have not been met. The Client shall be fully responsible and liable for the employees and agents it employs. The Client shall be liable for all damage caused by negligent, inappropriate or unsafe conduct of its employees and agents at or in connection with the event or production. If necessary, the Client shall personally check whether its employees and agents are in possession of a valid driving licence; the Client shall bear full responsibility and liability in this respect.

Barizza BV - IZIDOK ensures that its possible legal liability under civil law and that of its employees - excluding third parties (i.e. other than the employees of Barizza BV - IZIDOK) - shall be insured to the maximum possible extent. Barizza BV - IZIDOK accepts no liability for any consequential damage, including loss of profit. Barizza BV - IZIDOK shall only be compensated for damage if it is reported to Barizza BV - IZIDOK by the injured party as soon as possible and on the spot, so that the cause of the damage can be determined and the consequences limited. The Client is aware that Barizza BV - IZIDOK accepts no liability in the absence of immediate delivery.

## Article 5 - Intellectual property rights

5.1 All existing or future intellectual (and similar) property rights, including but not limited to: patent rights and know-how, trademark rights and domain names, copyrights and related rights, rights to drawings and models (hereinafter "Intellectual Property Rights") pertaining to concepts, scenarios, scenarios, written documents, sketches, graphics, graphic material, databases, data, software, know-how or other created works that Barizza BV - IZIDOK uses in the execution of the Order or creates for the Events (hereinafter "Works") and that have already been developed or have not been developed specifically for the Client, shall remain the exclusive property of Barizza BV - IZIDOK, unless otherwise agreed.

5.2 Barizza BV - IZIDOK shall grant the Client, who agrees, a non-transferable, non-sublicensable and non-exclusive licence to all intellectual property rights of Barizza BV - IZIDOK in the works for the duration of the agreement, to the extent necessary for the execution of the assignment for the Client.

## Article 6 - Confidentiality and non-competition clause

6.1 Unless otherwise stipulated in this agreement, the Client explicitly abstains from using the information, services and materials (non-exhaustive list) provided by Barizza BV - IZIDOK in the context of the execution of this agreement in any way, in particular from marketing or disclosing in any way or making available to third parties any ideas, concepts, methods, know-how or economic and/or financial information (hereinafter "confidential information"). The Client shall only make copies of the Confidential Information to the extent strictly necessary for the performance of this Agreement. The Client shall only disclose Confidential Information to those of its employees or agents who are directly involved in the performance of

this Agreement, provided that such employees and agents have entered into a confidentiality agreement with the Client whose obligations to keep the Confidential Information confidential are at least as strict as the obligations contained in this Agreement. The Client undertakes, at the request of Barizza BV - IZIDOK, to immediately take all necessary measures to strictly comply with the aforementioned confidentiality agreements with employees and agents of the Client. The Client undertakes to return the confidential information to Barizza BV - IZIDOK immediately upon termination of this agreement, regardless of the reason, or to destroy it at the explicit request of Barizza BV - IZIDOK.

6.2 The Client shall strictly refrain - subject to the explicit written authorisation of Barizza BV - IZIDOK - from developing, directly or indirectly, activities similar to those of Barizza BV - IZIDOK, which can be considered as competition with Barizza BV - IZIDOK, either from entering the service of a direct competitor of Barizza BV - IZIDOK, or to take up an executive position in the company of a direct competitor of Barizza BV - IZIDOK, or to collaborate with a direct competitor of Barizza BV - IZIDOK, or to independently take up a competing task in the field of event organisation. The non-competition clause applies worldwide.

6.3 The Client shall strictly refrain - subject to the express written permission of Barizza BV - IZIDOK - from making direct or indirect use of employees, co-entrepreneurs, staff or the like of Barizza BV - IZIDOK, either on a self-employed basis or as part of a permanent or occasional employment.

6.4 Should the Client breach one or more of the provisions of Articles 5 and 6 of these General Terms and Conditions, the Client shall be obliged to pay Barizza BV - IZIDOK a reasonable and fixed compensation of € 10,000 per breach, without prejudice to the right to actually claim additional compensation.

6.5 The clauses 6.1, 6.3 and 6.4 of this Agreement shall apply for a period of ten (10) years from the date of termination of the Agreement for any reason whatsoever. Clause 6.2 of this Agreement shall apply for a period of one (1) year from the date of termination of the Agreement for any reason whatsoever.

#### **Article 7 - Termination / Cancellation**

This Agreement may only be terminated by either party by mutual consent and written confirmation, unless otherwise agreed in the Agreement. The Client waives the applicability of Article 1184 of the Civil Code. If a Party commits a serious breach of its obligations under this Agreement which has not been remedied by the other Party within ten (10) calendar days of notification of the breach, this Agreement may be terminated by operation of law at the request of the other Party, unless otherwise provided in this Agreement, and without prejudice to the other Party's right to claim damages. Should the Client temporarily fail to pay the amounts owed to Barizza BV - IZIDOK, as well as in the event of liquidation, court settlement or bankruptcy of the Client, Barizza BV - IZIDOK shall be entitled to terminate this agreement in whole or in part or to terminate or suspend the execution of this agreement with immediate effect and without prior notice of default. Should this occur, everything owed by the customer to Barizza BV - IZIDOK becomes immediately due and payable.

Should the Client terminate this agreement for any reason other than proven serious fault on the part of Barizza BV - IZIDOK, then the Client is obliged to compensate Barizza BV - IZIDOK in full for the damage suffered as a result of this termination. The Client understands that this compensation must be paid - also with regard to the obligations already entered into by Barizza BV - IZIDOK vis-à-vis its employees and/or third parties, as the case may be. The minimum compensation

to which Barizza BV - IZIDOK is entitled, i.e. subject to the possibility of Barizza BV - IZIDOK to prove a higher damage, is the following percentage of the budget or participation cost proposed by Barizza BV - IZIDOK and accepted by the Client:

##### In case of a B2B project / event:

- in the event of termination more than 30 days before the commencement of the work or delivery, a minimum flat rate of 50 % of the total rate is due.
- in the event of termination less than 30 days before commencement of the work or delivery, a minimum flat rate of 100% is due.

##### In case of a B2C project / event:

- in the event of termination more than 30 days before the commencement of the work or delivery, a minimum flat rate of 50 % of the total rate is due.
- in the event of termination less than 30 days before commencement of the work or delivery, a minimum flat rate of 100% is due.

This shall also apply in the event of a partial termination of the agreement.

The compensation due to Barizza BV - IZIDOK shall become due in full. If for reasons beyond the control of Barizza BV - IZIDOK (non-exhaustive list: force majeure, strikes, weather conditions, technical defects, power failure, etc.) the order cannot be executed as agreed, Barizza BV - IZIDOK will attempt to offer the Client comparable alternatives, which the Client may accept or reject. Should the Client, however, reject such a proposal/alternative without good reason or if, in the opinion of Barizza BV - IZIDOK, no alternatives can be proposed, Barizza BV - IZIDOK shall be released from all its obligations towards the Client, without the Client being entitled to compensation. Barizza BV - IZIDOK shall also accept no liability towards the Client and shall not owe the Client any compensation if it decides, for safety reasons, to cancel certain events in whole or in part and/or not to provide or supply certain materials and/or others.

#### **Article 8 - Amendments**

This Agreement shall supersede all previous agreements and may only be amended by written agreement of both parties with reference to this Agreement. The nullity or unenforceability of one or more clauses of this agreement does not extend to the other clauses thereof. Anything not expressly provided for in this agreement shall be subject to the application of the provisions of general law. The non-application of a provision of this agreement does not mean that Barizza BV - IZIDOK has waived its application in a similar case. If one of the provisions of this agreement cannot be invoked due to nullity or imminent nullity, the parties agree to replace this provision with another provision which corresponds as far as possible in content and scope to the null or void provision, without affecting the other provisions of this agreement.

#### **Article 9 - Applicable law and jurisdiction clause**

This agreement is governed by Belgian law. The Dutch version of this text is binding and shall prevail over any translation. Any disputes arising in connection with the execution of this agreement shall be settled in the Dutch language and shall be subject to the exclusive jurisdiction of the courts of the judicial district of Kortrijk.