

Contractify General terms and conditions (v7.2021)

DB² Value Creation bvba (“DB2”), having its registered office at Polenstraat 163, 9940 Sleidinge and registered in the Belgian Register of Legal Entities with number 0644.714.953, is specialised in contract management and offers an online contract management solution, among other things, called Contractify (“Software”). These Contractify General terms and conditions determine the conditions under which the Customer (“Customer”) is allowed to use Contractify. By placing the order for Contractify the Customer acknowledges to have taken note of these general terms and conditions and to accept them in whole.

The Customer's general terms and conditions are expressly declared not to be applicable.

Article 1: Subject

- 1.1 These Contractify General terms and conditions determine the conditions and provisions under which:
- DB2 grants a user licence for the Software to the Customer; and
 - the Customer is able to use DB2 to provide services in the context of the use of the Software.

Article 2: Definitions

- 2.1 **Service:** a performance which DB2 or a Worker, designated by DB2, provides under this Agreement.
- 2.2 **User:** every employee or worker of the Customer to whom a user licence has been awarded to use the Software.
- 2.3 **Intellectual property rights:** all intellectual, industrial and other rights of ownership (regardless of whether they are registered or not), including but not limited to copyrights, related rights, brands, trade names, logos, drawings, models or applications for registration as drawings or models, patents, applications for patents, domain names, know-how, as well as rights to databases, computer programs and semiconductors.
- 2.4 **Worker:** the employee, agent or subcontractor of DB2 which DB2 contracts for the provision of the Services.
- 2.5 **Agreement:** DB2's quote and the Customer's order, together with these Contractify General terms and conditions and its annexes, as well as the general terms and conditions of DB2 (where applicable).
- 2.6 **Privacy legislation:** Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as all related European and national rules relating to the protection of personal data.
- 2.7 **Software:** the Contractify software package for contract management developed by DB2, possibly supplemented by additional options.

Article 3: Intellectual property rights

- 3.1 the Customer expressly acknowledges (1) that all Intellectual property rights connected to the Software belong to DB2 or a third party with which DB2 has reached an agreement and (2) that through the Agreement the Customer does not acquire any control over these rights, nor that these rights are transferred in any way to the Customer under the Agreement, with the exception of the rights specified in article 4.
- 3.2 The Customer shall respect DB2's Intellectual property rights at all times and make reasonable efforts to protect these rights. The Customer shall immediately notify DB2 of every breach by third parties relating to DB2's Intellectual property rights which he is aware of.

- 3.3 DB2 shall only deliver and/or develop software which, to the best of its knowledge, does not infringe on the intellectual property rights of third parties. If a third party alleges that DB2's software infringes its rights or if any third party commences legal proceedings against the Customer and/or DB2 as a result of an alleged infringement of its rights, DB2 shall be entitled, at its sole discretion, to (i) refute such allegations or claims (ii) modify the Software so that it no longer infringes that third party's rights or (iii) take back the Software from the Customer on reimburse a *pro rata* portion of the fees already paid by the Customer (taking into account the period of time during which the Customer was able to use the Software), within 30 days after DB2 effectively took back the Software from the Customer. In the latter case, DB2 shall give the Customer a backup of the data.

Article 4: User licence

- 4.1 DB2 grants the Customer, who accepts, a user licence for the Software for the number of Users ordered by the Customer. For every additional User, the Customer must request an additional user licence from DB2 or create a new user in the Software himself. Every additional user licence shall also be subjected to the provisions of the Agreement.
- 4.2 The user licence comprises a non-exclusive and non-transferable licence to use the Software for the Customer's internal business purposes for the entire term of the Agreement. The Customer is prohibited from granting sublicenses to third parties, using the Software for the benefit of third parties, disclosing it to third parties, making it available, distributing it to third parties or commercialising it to third parties, without DB2's explicit prior written permission.
- 4.3 The Customer shall only be granted this user licence under the suspensive condition that the Customer pays the fees invoiced by DB2 in this respect in full, including VAT.

Article 5: Licence fee

- 5.1 The initial licence fee payable by the Customer in exchange for the user licence shall be determined in the price list valid at the time when the Agreement was reached or in any quote drawn up by DB2 for the Customer. Licences ordered after the Agreement has been signed shall always be charged at the rates applicable on the date of the order.
- 5.2 The licence fee shall be due upon the signing of the Agreement and thereafter on every anniversary of that date. To this end, DB2 shall send the Customer an invoice every time. These invoices are subject to the payment conditions laid down in Article 11 of these Contractify General terms and conditions.
- 5.3 If at any time it appears that more Users make use of the Software than the number of Users for which the Customer has ordered a user licence, the Customer shall owe the full licence fee for those Users, calculated from the annual anniversary date of the signing of the Agreement prior to the establishment that the number of Users has been exceeded.

Article 6: Customer's obligations

- 6.1 The Customer guarantees that he and his Users, for whom he is responsible:
- shall not remove or alter the mark and copyright notice included in the Software.
 - shall use the Software in accordance with the licence conditions specified in Article 4.
- 6.2 The Customer shall ensure that its hardware and software meet the minimum requirements specified by DB2 for the Software to function correctly.
- 6.3 The Customer is responsible for its hardware and software and for installing appropriate mechanisms for the security, preservation and restoration of data should irregularities arise during the performance of the Services or when using the Software.
- 6.4 The Customer also assumes responsibility for ensuring that adequate security measures are taken for its Users' devices (e.g. strong password, etc.) and that these devices are protected against loss. The Customer also guarantees to keep the password and login data of the Users strictly secret.
- 6.5 The Customer shall indemnify DB2 against any claim by a third party based on an (alleged) breach of any of the above obligations.

Article 7: Processing of personal data

- 7.1 With respect to the personal data that the Customer shall process using the Software, the Customer acts as a data controller within the meaning of the Privacy Act and shall therefore have to comply with the obligations relating to this. DB2 only acts as processor of these personal data. The personal data that DB2 shall process as processor for the Customer are contact data (name, position, email address, telephone number) of contacts of the Customer's suppliers or customers.
- 7.2 The mutual relationship and obligations between the Customer and DB2 as data controller and processor respectively shall be governed in accordance with the provisions of the General Data Protection Regulation, the definitions of which apply. In addition, these provisions are supplemented by DB2's Privacy statement and the provisions of these Contractify General terms and conditions. DB2 shall only process personal data that are entered into the Software by the Users in accordance with the Customer's instructions or which are provided by the Users to DB2 for processing.
- 7.3 The Customer expressly gives DB2 written instructions to process the aforementioned personal data on its behalf. Such processing shall only serve to optimise the use of the Software in a manner tailored to the

- Customer's needs or to specifically intervene at the Customer's request and in accordance with the Customer's instructions to implement changes and updates in the management of specific contracts.
- 7.4 In the context of its activities as processor, DB2 shall:
- (a) process the personal data in a way that is lawful, proper and transparent vis-à-vis the data subject.
 - (b) not process personal data in a way that is incompatible with the legitimate purposes expressly described above.
 - (c) ensure that personal data are kept in a form that does not enable the data subjects to be identified for longer than is necessary for the purposes for which the personal data are processed, in accordance with the specific instructions on retention periods as received from the Customer.
- 7.5 As the processor, DB2 shall ensure that the necessary technical and organisational measures are taken (i) to guarantee a risk-adjusted security level for the personal data and that they are protected against, among other things, unauthorised and unlawful processing and against unintentional loss, destruction or damage and (ii) to prevent unauthorised persons from gaining access to the areas where the personal data are processed.
- 7.6 DB2 shall not contract any processors other than those specified in the privacy statement.
- 7.7 DB2 furthermore guarantees that the Employees authorised to process the personal data have undertaken to observe confidentiality.
- 7.8 Should a situation arise in which the Customer wishes to call on DB2's assistance, the Customer shall inform DB2 thereof immediately by email and by telephone. DB2 undertakes to provide the necessary assistance to the Customer in:
- (a) fulfilling the Customer's obligation to respond to requests from a data subject whose personal data are being processed.
 - (b) taking appropriate measures to safeguard the personal data and to report any breaches of the security of the personal data.
- 7.9 On completion of the processing services, DB2 shall, at the Customer's discretion, delete or return all personal data to the Customer and remove any existing copies, unless storage of the personal data is obliged by DB2
- 7.10 DB2 shall keep a register of the processing activities as described in Article 30 of the General Data Protection Regulation.

Article 8: Additional Services of DB2

- 8.1 The Customer may contract DB2 for the performance of certain Services, including the provision of support services, the registration of contracts, giving training courses, etc. If an ordered service involves an additional fee, the Service shall be provided on a time and expense basis at the applicable hourly rate, unless otherwise agreed in writing.
- 8.2 The Customer may use DB2's helpdesk services using the chat function provided in the Software. In doing so, the Customer shall provide DB2 with all useful and necessary information to solve the problem. The Customer shall grant DB2 access to his computer and/or company if this is necessary for DB2 to analyse or solve problems or incidents that occur as a result of the Customer's use of the Software. The DB2 helpdesk can be reached every working day between 8 a.m. and 5.30 p.m. (except on public holidays) at +32 9 234 28 97 or for urgent matters 0488/81.11.81 or 0497/48 24 36. The helpdesk can also be reached by email: customersupport@contractify.be.
- 8.3 The Customer shall not reach any agreements with other ICT suppliers in respect of the provision of support services for the Software without DB2's prior written consent. If the Customer, even after having obtained DB2's written approval, uses the services of another ICT supplier, DB2 shall not accept any liability whatsoever in respect of (i) the work of that supplier, (ii) the integration of its work into the Software and (iii) the continued proper functioning of the Software.
- 8.4 DB2 undertakes to develop periodic updates of the Software.
- 8.5 DB2 may also develop Software upgrades at the Customer's request. In such event, DB2 shall provide the Customer in advance with a price estimate for the performance of the requested upgrade. DB2 is not obliged to grant such request.
- 8.6 If the Customer has contracted DB2 for the registration of contracts or other services which require access to the Customer's Software environment, DB2 shall at all times have access to the Customer's Software environment as administrator. This licence is included in the monthly fee. DB2 expressly states that it will not grant anyone other than its Workers access to this environment unless this is agreed in mutual consultation with the Customer. DB2 shall not abuse the trust placed in it by the Customer. The Customer explicitly gives DB2 access to the information in its Contractify environment in the context of the performance of the Services of DB2 as contract administrator.

Article 9: Liability

- 9.1 DB2 undertakes to make all reasonable efforts to provide the ordered Software and Services according to best practice and with the care and expertise that the Customer may expect from a professional supplier, and to ensure that the Software is available to the maximum extent possible. However, DB2's commitments are best-effort commitments.
- 9.2 The Software provided by DB2 will be delivered to the Customer "as is". The faultless operation of a computer configuration (the whole of hardware and software) can never be fully guaranteed, due to both

external factors (power failures or malfunctions, lightning strikes, etc.) and factors specific to the computer configuration (defects, network failures, undiscovered errors in system and application software, etc.), which may result in the unexpected loss of (even all) programs and/or data. DB2 shall make all reasonable efforts to prevent the Software from containing any bugs, computer viruses and/or malware that could interfere with its operation. Nevertheless, DB2 cannot be held liable for any such problems which might occur in the supplied Software despite its efforts.

- 9.3 Except in the case of fraud, intentional act or gross negligence, DB2 cannot be held liable for any fault or negligence on its part or on the part of its agents in the performance of the Agreement. Under no circumstance can DB2 be held liable for any consequential damages or loss, such as loss of anticipated profit, loss of turnover, increased operational costs or loss of clients, which the Customer or third parties may suffer as a result of any error or negligence on the part of DB2 or a Worker.
- 9.4 DB2 is not liable for any errors in the performance of the Agreement due to insufficient or incorrect input by the Customer. Nor is DB2 liable for any loss of, or damage to, the Customer's data, even if such loss or damage is the result of a fault or negligence on the part of DB2 or its Employees.
- 9.5 DB2 does not accept any liability whatsoever in respect of any damage or loss the Customer may suffer as a result of unauthorised third parties being able to gain access to the Software due to faulty security measures taken by the Customer or due to any other errors or negligence on the part of the Customer. The Customer is fully liable for all damage that DB2 may suffer as a result of such errors or negligence on the part of the Customer.
- 9.6 However, if DB2 is liable, DB2's total liability, regardless of how serious the fault may be and regardless of the cause, form or subject of the claim in which DB2's liability is invoked, shall never exceed the price paid by the Customer to DB2 for the Service that gave rise to the claim during the 12 months prior to the claim, subject to a maximum of €5,000 per claim.
- 9.7 If DB2 contracts external suppliers, DB2 shall not accept any liability in excess of, or other than the liability accepted by such external suppliers for their products or services.

Article 10: Complaints and contested invoices

- 10.1 Complaints relating to the provided Software and/or Services must be sent to DB2 by registered letter, with specification of the reasons, no later than 8 calendar days after they are delivered or made available. If the Customer protests on time, the Customer shall render every assistance in DB2's investigation of the complaint. If the complaint is correct, on time and justified, DB2 shall be entitled to remedy the complaint at its sole discretion. If, on the other hand, the investigation shows that the non-conformity is not owing to DB2, DB2 reserves the right to charge the Customer for the services involved in such investigation.

The following shall not be considered errors for which DB2 is responsible:

- errors that occur as a result of changes made to the Software by the Client or by third parties without DB2's permission.
 - errors caused by incorrect, improper or unauthorised use, as well as any damage caused by hardware or system failures, or by the failure of interconnected hardware or other system components.
 - shortcomings in the Software that do not interfere with its use.
 - errors in third party software for which DB2 or the Customer have a licence, which are for the third party licensor's account.
- 10.2 Any protest with respect to invoices must be sent to DB2 by registered letter within 8 days of the date of the invoice.
- 10.3 In the absence of a protest on time in accordance with Articles 10.1 and 10.2, the provision of the Software or Services shall be considered to have been definitively accepted and the invoices shall be payable.
- 10.4 Any protest in accordance with article 10.1 and/or 10.2 without serious specification of reasons, does not give the Customer the right to postpone payment of the overdue invoices.

Article 11: Method of payment

- 11.1 The fee payable by the Customer to DB2 for using the Software and/or the Services may consist of a fee as a function of time spent (such as hourly rates), a periodic fixed fee (such as the licence fee) and/or effectively incurred costs and expenses in the performance of a Service, as specified in more detail in the price list or quote. Unless otherwise agreed, DB2 shall invoice the Services provided on a monthly basis, even if they only form part of the order. The licence fee shall be invoiced on an annual basis, at the start of each new contract year.
- 11.2 All prices provided by DB2 are in euros and exclusive of VAT and costs, unless otherwise specified.
- 11.3 The licence fee shall be adjusted annually in line with DB2's rising costs. This adjustment shall be equal to the amount obtained by applying the following formula:

$$P1 = P0 \times (0.2 + L1/L0 \times 0.4 + M1/M0 \times 0.4)$$

P1: Price level in a particular year

P0: Price level in year 1 (base level)

L1: Payroll costs in a particular year
L0: Payroll costs in year 1 (base year)
M1: Equipment cost in a particular year
M0: Equipment cost in year 1 (base year)

- 11.4 Invoices must be paid within 30 days from the invoice date, by transfer to DB2's account number as indicated on the invoice. Each payment will be applied to the oldest due invoice and first to the interest and costs due. Any granted discounts shall lapse if the payment conditions are not respected.
- 11.5 In the event of late payment, the Customer, without prior notice of default, shall automatically owe delayed interest of 12% a year and damages of 10% of the invoice amount with a minimum of 125 euros. In addition, the Customer shall be liable for all costs of collections, reminders and litigation. Any delay in payment by the Customer shall render all outstanding invoices and amounts due immediately due and payable. Furthermore, DB2 reserves the right to invoke the application of Articles 12.2 and 12.4.

Article 12: Term of the Agreement and termination

- 12.1 The Agreement shall be reached for one year, unless otherwise indicated in the quote, and shall take effect upon signature of the Agreement by both Parties (hereinafter 'the Term'). If neither Party terminates the Agreement by registered letter no later than 3 months prior to the expiry of its Term, the Agreement shall be tacitly renewed for a new term of 12 months.
- 12.2 Each Party may terminate the Agreement immediately, without notice or compensation, and without prior judicial intervention, on the grounds of a serious breach on the part of the other Party, by registered letter. A serious breach is considered to include the following:
- committing an offence by the other Party within the context of this Agreement.
 - inability of the other Party to comply with the provisions of this Agreement within 14 calendar days after receipt of a notice of default by registered letter.
 - bankruptcy or compulsory composition of the other Party.
 - regular payment problems on the part of the Customer (i.e. if at least two invoices of DB2 have not been paid by the Customer on the due date).
 - unlawful or harmful use of the Software by the Customer or by one or more of its Users.
- 12.3 In case of termination of the Agreement for whatever reason, all Services in connection with the Software (helpdesk, updates, etc.) operational at that time shall also end automatically.
- 12.4 Furthermore, DB2 shall have the right to suspend the Agreement with immediate effect if the Customer fails to fulfil its obligations within 14 calendar days after it has been given notice to do so by registered letter, and this until it once again meets all its obligations. In that case, DB2 shall be entitled to claim compensation from the Customer for the damage suffered as a result.
- 12.5 In the event that DB2 terminates the Agreement pursuant to Article 12.2, the Customer shall owe compensation equal to the licence fee payable up to the end of the normal Term of the Agreement if the Agreement had not been terminated, subject to DB2's right to claim higher compensation if its effectively suffered damage exceeds such compensation. The aforementioned compensation is due and payable immediately.
- 12.6 Any notice or termination of the Agreement, regardless of the reason, must be given by registered letter. The addressee is deemed to have received the notice of termination within two working days after the date of dispatch.
- 12.7 Each Party nevertheless agrees to grant the other Party a reasonable term to remedy any shortcomings, and always to seek an amicable settlement first.
- 12.8 In the event the Agreement is terminated, regardless of the reason, the User licence specified in Article 4 of the Agreement shall end with immediate effect. The Customer must cease all access to and use of the Software from that moment.
- 12.9 On termination of this Agreement, regardless of the reason, DB2 shall provide the Customer, at the Customer's request, with a copy of the information in its Contractify environment within 15 days.

Article 13: Non-disclosure

- 13.1 Every Party undertakes, both during and after the term of the Agreement, to not disclose any information of a commercial, technical, operational or financial nature relating to the other Party or third parties, which it obtains during the term of this Agreement, and not to use it for its own benefit or for the benefit of any other person or entity. This non-disclosure obligation remains in force on termination of this Agreement. Every Party undertakes to ensure that this undertaking shall be respected under the same terms and conditions by its workers and staff members.
- 13.2 In case of a breach of article 13.1, the infringing Party shall be liable to pay the other Party fixed damages of EUR 5,000 for each breach. The onus of proof in this regard lies with the Party against whom the breach was committed.
- 13.3 In case the Customer discloses confidential information obtained from DB2 to third parties, DB2 shall have the right, subject to claiming the compensation specified in Article 13.2, to terminate the Agreement with immediate effect in accordance with Article 12.2, without the Customer's right to any compensation.

Article 14: Non-competition clause

- 14.1 The Customer undertakes not to develop and/or market any activities competing with DB2 in Belgium, the Netherlands and Luxembourg during the Term of the Agreement and for a period of 1 year following the end of the Agreement.
- 14.2 The Customer warrants that the undertakings specified in Article 14.1 shall be complied with by its staff and workers under the same terms and conditions.
- 14.3 In the event that the Customer breaches the obligations specified in Article 14, he shall be liable to pay DB2 fixed damages of EUR 25,000 for each breach, to be increased by EUR 1,000 for each day that the breach continues, subject to DB2's right to claim higher compensation if the actual damage suffered is higher.

Article 15: Applicable law and disputes

- 15.1 The validity, interpretation and performance of this Agreement is governed by Belgian law. Any dispute relating to the conclusion, the validity, the performance and/or the termination of this Agreement, shall be settled by the competent court in Ghent.
- 15.2 However, before resorting to the courts, the Parties shall negotiate in good faith with a view to resolving their dispute amicably.

Article 16: Miscellaneous

- 16.1 This Agreement (including its annexes) constitutes the full agreement between the Parties relating to the aforementioned subject matter. This Agreement replaces and annuls any prior written or oral arrangement, agreement, offer, correspondence or proposal regarding the use of the Software and/or the Services. Any amendment or deviation from this Agreement shall only be binding if made in writing and validly signed by both Parties.
- 16.2 If any provision of this Agreement, or the performance thereof, should prove to be void or unenforceable, the other provisions shall not be affected and will retain their full effect. Where applicable, the Parties shall draw up a new provision, which shall achieve the objectives intended by the void or unenforceable provision within the constraints of the applicable law, and include it in an annex to this Agreement.
- 16.3 The Customer may only transfer its rights or obligations under this Agreement to a third party with DB2's prior written consent.
- 16.4 Each Party shall bear its own costs in reaching and performing this Agreement.
- 16.5 A failure to perform its obligations under this Agreement cannot be attributed to a Party if the failure is caused by circumstances beyond the reasonable control of that Party, such as fire, floods, strikes, labour unrest or other disturbances in economic life, accidents, embargoes, blockades, legal restrictions, riots, government measures, non-availability of means of communication, terrorist attacks, war, etc. In this case, the performance of the Agreement shall be suspended for as long as the reason for the force majeure persists. However, if the force majeure were to persist for more than 3 months, both Parties shall be entitled to terminate the Agreement immediately without any right to compensation for the other Party.

We value the privacy of visitors to our websites, users of our SaaS applications and our customers, prospects and business partners. Our Privacy statement describes which personal data we collect and how we use these data. This Privacy statement applies to our websites www.db2valuecreation.com, www.contractify.be and www.contractify.io (hereinafter referred to as the "Website(s)"), the SaaS application called Contractify (hereinafter referred to as the "Application"), and to all commercial relationships between DB² Value Creation (hereinafter referred to as "DB²", "we" or "us") and its customers, prospects and business partners.

DB² Value Creation BV, with registered office at Polenstraat 163, 9940 Sleidinge and with company registration number 0644.714.953, is responsible for processing your personal data as specified in this Privacy statement.

DB² always endeavours to act in accordance with Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and all other applicable national and European laws and regulations relating to the processing of personal data.

This Privacy statement includes information about the personal data DB² collects, as well as how DB² uses and processes these personal data. By visiting the Websites, creating an account or demo account for the Application, signing up for our webinars or entering into a commercial relationship with us in any way, you acknowledge that you have read the Privacy statement.

TYPES OF PERSONAL DATA

DB2 is able to collect and process the following personal data:

Categories of personal data	Purposes of the processing	Legal ground
Name First name Position Email address Telephone number (fixed/mobile) User name Password Language Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website) Communication preference Correspondence data with and from DB2	The creation of a (demo) account and the confirmation thereof	Performance or preparation of an agreement
Name First name Position Email address Telephone number (fixed/mobile) User name Password Language Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website) Communication preference Correspondence data with and from DB2	Drawing up and performing an agreement with DB2	Performance of the agreement
Name First name Position Email address Telephone number (fixed/mobile) User name Password Language	The provision of the services of DB2 using the Application	Performance of the agreement

<p>Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website)</p> <p>Communication preference</p> <p>Correspondence data with and from DB2</p>		
<p>Name</p> <p>First name</p> <p>Position</p> <p>Email address</p> <p>Telephone number (fixed/mobile)</p> <p>User name</p> <p>Password</p> <p>Language</p> <p>Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website)</p> <p>Communication preference</p> <p>Correspondence data with and from DB2</p>	<p>Providing support</p>	<p>Performance of the agreement</p>
<p>Name</p> <p>First name</p> <p>Position</p> <p>Email address</p> <p>Telephone number (fixed/mobile)</p> <p>Language</p> <p>Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website)</p> <p>Communication preference</p> <p>Correspondence data with and from DB2</p>	<p>Sending targeted communication, including marketing and advertising, updates and promotional offers based on your communication preference, subject to your consent (if electronic) if necessary</p>	<p>Consent</p> <p>Performance of the agreement</p>
<p>Name</p> <p>First name</p> <p>Position</p> <p>Email address</p> <p>Telephone number (fixed/mobile)</p> <p>User name</p> <p>Password</p>	<p>Sending invoices and collecting payments.</p>	<p>Performance of the agreement</p>

Language Communication preference Correspondence data with and from DB2		
Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website) Correspondence data with and from DB2	Optimising the quality, the management and the content of the Website and the Application	Legitimate interests
Name First name Position Email address Telephone number (fixed/mobile) User name Password Language Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website) Communication preference Correspondence data with and from DB2	Statistical purposes	Legitimate interests
Name First name Position Email address Telephone number (fixed/mobile) User name Password Language Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website) Communication preference Correspondence data with and from DB2	Drawing up a quote	Performance of the agreement
Name First name Position Email address Telephone number (fixed/mobile)	Conducting research into customer satisfaction, questionnaires and other market surveys	Consent

User name		
Password		
Language		
Information relating to how you use the Websites and the Application (such as, but not limited to IP address, browser type, which webpage you visited when you obtained access to the Website)		
Communication preference		
Correspondence data with and from DB2		

In some cases you need to provide the aforementioned personal data to DB2 to allow DB2 to provide the desired services. If you fail to provide some of your personal data in such a case, DB2 may not be able to provide the desired services. We shall always indicate which personal data are compulsory or optional.

METHOD OF PERSONAL DATA COLLECTION

These personal data are collected with or in the context of:

- Creating a (demo) account
- A partnership with DB2
- Visit to the Websites
- Subscribing to the newsletter (possibly via the Websites)
- The use you make of the DB2 services using the Application, possibly with a mobile device
- The verification of your identity (e.g. when you use the DB2 customer service or wish to restore your password)
- Correspondence with and by DB2
- Communicating ideas to DB2 concerning the improvement of the Websites, the Application or DB2's services in general
- Requesting a code
- Exchanging business cards
- The personal data collected by DB2 is thus explicitly and voluntarily provided by you

TRANSFER OF PERSONAL DATA TO THIRD PARTIES

DB2 shall never transfer your personal data to third parties, unless it contracts third parties/service providers to provide or optimise its services (such as, but not limited to, service providers in the context of maintenance work of the Websites and/or Application, processing payments, database management, organising webinars). If it is necessary for DB2 to make your personal data public in this context, these third parties/service providers shall, in principle, only act as processors of your personal data for the benefit of DB2. DB2 shall find out whether the privacy statement of these third parties/service providers at least complies with the provisions of this Privacy statement and, if necessary, reach a processing agreement with these third parties/service providers to ensure that they use your personal data in accordance with the provisions of this Privacy statement and the applicable laws and regulations.

Without prejudice to the foregoing, it is nevertheless possible that DB2 may transfer your personal data

- To the competent authorities if DB2 is obliged to do so under the law or in the context of legal or future legal proceedings, or to safeguard and defend DB2's rights.
- If DB2 or its assets are acquired by a third party, in which case your personal data - collected by DB2 - may be one of the transferred assets.

In all other cases, DB2 shall not sell, rent or transfer your personal data to third parties, unless it has (i) obtained your consent and (ii) entered into a data processing agreement with the third party in question, which contains the necessary guarantees regarding the confidentiality and privacy compliant treatment of your personal data.

RETENTION OF PERSONAL DATA

Unless a longer retention period is required by law, DB2 shall only retain your personal data for the period necessary to achieve and fulfil the purposes as described in the Privacy statement under "use of personal data".

YOUR PRIVACY RIGHTS

If you wish to exercise your privacy rights, as provided below, please contact dpo@db2valuecreation.com or send your question by post to DB2 Value Creation bvba - Polenstraat 163 - 9940 Sleidinge.

Depending on the fulfilment of the necessary conditions for the application of each of these respective rights, you have the following privacy rights:

- Right of access to and a copy of the personal data DB2 may possess.
- Right of rectification, completion or update of your personal data.
- Right to be forgotten.
- Right to restriction of the processing of your personal data.
- Right to portability of your personal data.
- Right to object to the processing of your personal data.

In principle, you can exercise these rights free of charge using the aforementioned form. In addition, you can always use your account to update, change and/or verify the personal data that you were required to provide when creating your (demo) account.

If you no longer wish to receive newsletters or information about our services, you can unsubscribe at any time by clicking the "unsubscribe" button, as provided at the bottom of such emails from DB2.

SECURITY OF PERSONAL DATA

DB2 undertakes to take reasonable physical, technological and organisational security measures with a view to preventing (i) unauthorised or unlawful access to your personal data, as well as (ii) loss, misuse or modification of your personal data. DB2 shall save all personal data, it collected, in the cloud (with data centre(s) within the EU).

Despite DB2's security policy, the checks it carries out and the actions it takes in this context, an infallible level of security cannot be guaranteed. No method of transfer or transmission over the internet or any method of electronic storage is 100% secure, which means DB2 cannot guarantee absolute security in this respect.

Finally, the security of your (demo) account also depends on the confidentiality of your password for accessing the Application. DB2 shall never ask you for your password which means you are not obliged to disclose it yourself. If you have nevertheless disclosed your password to a third party - for example because that third party has indicated that it wishes to provide you with additional services - that third

party will be able to use your password to gain access to your (demo) account and your personal data. In that case you are personally liable for any actions following the use of your (demo) account. DB2 therefore strongly advises you to change your password immediately if you notice that someone has had access to your (demo) account, and to contact us.

CROSS-BORDER PROCESSING OF PERSONAL DATA

In principle DB2 shall not process your personal data outside the EU. Any transfer of personal data outside the European Economic Area (EEA) to a recipient who has his domicile or registered office in a country that is not covered by an adequacy decision issued by the European Commission shall be governed by the provisions of a data transfer agreement, which will contain (i) the standard contractual clauses of the European Commission, or (ii) any other mechanism under the privacy legislation or any other regulation governing the processing of personal data.

UPDATE PRIVACY STATEMENT

DB2 is entitled to update this Privacy statement by posting a new version on the Website(s) and other communication channels. In this context, we strongly recommend that you regularly check the websites and the relevant page with the Privacy statement to ensure that you are aware of any changes.

OTHER WEBSITES

The website may contain hyperlinks to other websites. Under no circumstance is DB2 responsible for the privacy policy or the privacy practices of any third party.

COMPLAINTS

If you have complaints relating to how DB2 collects, uses and/or processes your personal data, you can contact us at dpo@db2valuecreation.com or you can file a complaint with the Data Protection Authority:

Data Protection Authority
Drukpersstraat 35, 1000 Brussels

+32 (0)2 274 48 00
+32 (0)2 274 48 35
contact@apd-dpa.be

CONTACT DB2 VALUE CREATION

If you have questions about the Privacy statement or how DB2 collects, uses or processes your personal data, please contact us:

- By email: dpo@db2valuecreation.com, or
- By post: DB2 Value Creation BV, Polenstraat 163 – 9940 Sleidinge (Belgium)

1. GENERAL

This Cookie policy applies to all websites managed by DB² Value Creation, including www.contractify.be, www.contractify.io and www.db2valuecreation.com (hereinafter referred to as "Websites"). DB² Value Creation is registered in the Crossroads Bank for Enterprises at Polenstraat 163, 9940 Sleidinge, Belgium and registered in the Belgian Register of Legal Entities with number 0644.714.953 (hereinafter referred to as "we" or "our").

When you first visit our Websites, a cookie banner will appear asking you to accept the use of some of our cookies. The cookie banner also provides access to our Cookie policy.

By visiting our Websites and accepting the use of certain cookies via our cookie banner, you agree to the use of cookies in accordance with the terms and conditions of our Cookie policy. We will use the data obtained from our cookies in accordance with our Privacy statement <https://info.contractify.io/hubfs/EN-Contractify-privacy-statement.pdf>

If you do not agree with our Cookie policy and/or Privacy statement, please exit the Websites.

We reserve the right to amend our Cookie policy and Privacy statement. Please consult them regularly to stay informed.

In case you have any questions about the way we collect, store and use your personal information, please read our Privacy statement

<https://info.contractify.io/hubfs/Contractify-Privacyverklaring.pdf>

If you have any questions regarding our use of cookies, please contact us at:

- (i) dpo@db2valuecreation.com;
- (ii) info@contractify.be;
- (iii) +32 9 234 28 97; or
- (iv) Polenstraat 163, 9940 Sleidinge.

2. WHAT ARE COOKIES?

A cookie is a small text file that a website stores on your computer or phone when you visit the Websites. It allows the Websites to remember your actions and preferences (such as login, language, font size, and other display preferences) for a period of time so that you do not have to re-enter those preferences when you return to the Websites or move from one page to another. Cookies thus store information about your website visit.

Cookies are used to optimise your navigation and simplify your online activities. Cookies allow us to recognise you each time you visit the Websites and to remember your personal preferences. We also use the data collected on access to the Websites to improve their overall performance in terms of speed, functionality and user-friendliness.

Cookies do not work independently of the Websites and do not access the data on your computer or phone in any way.

3. DIFFERENT TYPES OF COOKIES AND THE USE THEREOF

We use different types of cookies for our Websites. We think it is important that you have control over your own online privacy. This is why we are clear about what cookies we use and exactly what we use them for. We use the following types of cookies:

- Strictly necessary cookies

These cookies are necessary to enable web browsing and the various functions associated with it. These cookies allow you to navigate from one page to another and to record the information required to fill in the forms. We may use these cookies without your consent. If you refuse these cookies, the various functions of the Websites will be (wholly or partly) impeded. No personal data can be derived from these cookies.

An overview of the necessary cookies used on our Websites, including their function and validity, can be found in the Cookie settings of www.contractify.io.

- Functional cookies

These cookies make your overall browsing experience easier and better. They allow you to adjust settings at your request. These cookies have little impact on your privacy and are used anonymously to provide our online services. We can use these cookies without your permission as they express a functionality you specifically requested.

An overview of the functional cookies used on our Websites, including their function and validity, can be found in the Cookie settings of www.contractify.io.

- Analytical cookies

Only when you agree to the installation of non-essential or non-functional cookies will we install them. Analytical cookies are non-functional cookies because they are not essential to make the Websites work properly. Analytical cookies are essential to measure website visits and usage. For example, we will automatically log which parts of the Websites you visit, which web browser you use, which website you visited when you accessed the Websites, and your IP address. No personal information can be derived from these cookies.

DB2 also collects anonymous information concerning the use of the DB2 Websites and services via its SaaS application called Contractify (hereinafter referred to as the "Application"). For example, DB2 will automatically log which parts of the Website and the Application you visit, which web browser you use, which website you visited when you accessed it, as well as your IP address. We cannot identify you on the basis of these data, but it enables DB2 to compile statistics concerning the use of the Website and the Application and to send its communications in a more targeted manner.

An overview of the analytical cookies used on our Websites, including function and validity, can be found in the Cookie settings of www.contractify.io.

- Marketing cookies

Only when you agree to the installation of non-essential or non-functional cookies will we install them. Marketing cookies are non-functional cookies because they are not essential to make the Websites work properly. Marketing cookies are useful, as they allow advertising networks to track your internet behaviour and ensure that advertisements are targeted.

An overview of the marketing cookies used on our Websites, including function and validity, can be found in the Cookie settings of www.contractify.io.

Data collected using cookies are used in accordance with our Privacy statement <https://info.contractify.io/hubfs/Contractify-Privacyverklaring.pdf>

In this context, we will only share your data with third parties who process personal data on our behalf and in accordance with our policy.

We attach great importance to protecting your data and therefore take appropriate measures to prevent misuse, loss, theft, unauthorised access, unwanted disclosure and unauthorised changes.

5. COOKIE MANAGEMENT

To ensure access to and correction of your personal data, as well as the possibility to withdraw your consent for these data at any time, you can always manage the use of cookies in your personal web browser settings. The web browser can be set to block all cookies, to accept/block certain cookies or to accept all cookies.

If you choose to delete or block certain cookies, you may experience problems using the Websites. Blocking cookies will affect the ease and functionality of web browsing. Therefore, it is better to selectively disable only the unwanted cookies in the settings of your web browser.

Each web browser has its own configuration or settings. However, for most you can consult the "Preferences" or "Settings" menu in the top right hand corner to change the cookie options or you can surf to the "Help" section of the web browser.