



GENERAL TERMS AND CONDITIONS

Exectuxr BV

1. Definitions

- “Authority” the independent and public Data Protection Authority established by a Member State on the basis of Article 51 GDPR;
- “Controller” the entity that determines the purposes and means of the processing of Personal Data;
- “Customer” the other party with whom Exectuxr BV concludes any agreements and/or orders
- “Data Breach” a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- “Data Subject” the individual to whom Personal Data relates;
- “Direct Loss” a material damage directly caused by the action or omission of Exectuxr BV, including the reasonable and demonstrable costs incurred by the Customer in preventing or minimising such damage. Explicitly excluded is any liability of Exectuxr BV for indirect damages, such as but not limited to, consequential loss, reputational damages and loss of business opportunities and customers.
- “Exectuxr BV” Exectuxr BV trade names of Exectuxr BV, registered with the Belgian Chamber of Commerce under number BE 0795.289.439 and having its registered address at Drukpersstraat 4, 1000 Brussels, Belgium.

- “GDPR” the General Data Protection Regulation, in full: Regulation (EU) 2016/679 of the European Parliament and of 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;
- “License” an explicit written license from Exectuxr BV to the Customer
- “Personal Data” any information relating to an identified or identifiable natural person (‘Data Subject’);
- “Processing” any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
- “Processor” the entity which processes Personal Data on behalf of the Controller;
- “Sub-processor” any entity engaged by the Processor that processes Personal Data;
- “Third Party” a natural or legal person, public authority, agency or body other than the Data Subject, Controller, Processor and persons who, under the direct authority of the Controller or Processor, are authorized to process Personal Data.

2. Applicability

2.1 These terms and conditions are applicable to every offer, sale, rental and lease of goods (both material and non-material in nature), services and supplies, as well as those purchases of goods made by to third parties, and to all work undertaken on behalf of the Customer, as well as to all agreements in the broadest sense of the word entered into with third parties by Exectuxr BV, with explicit exclusion of any general terms and conditions of the Customer.

2.2 These terms and conditions apply within and outside of the Belgium, irrespective of the residence or domicile of the parties to any agreement and irrespective of the place where the agreement is formed, carried out or should be enforced.

2.3 These terms and conditions may be invoked also by Exectuxr BV's directors, employees, agents and subcontractors. These terms and conditions apply also to non-contractual claims.

3. Offers, orders and agreements

3.1 Exectuxr BV shall provide all offers, quotations, cost and delivery time estimates with due care and to the best of its knowledge. However, any errors and/or omissions cannot always be excluded and shall not be binding for Exectuxr BV nor can Exectuxr BV be held liable for such. Upon discovery of any errors and/or omissions by Exectuxr BV, the Customer shall inform Exectuxr BV about this as soon as practically possible. Unless communicated otherwise, the offers from Exectuxr BV shall remain valid for a maximum period of four (4) weeks.

3.2 The rental and lease agreements for the products are concluded for a period as stated in the order. Before the end of the rental period, the Customer must inform Exectuxr BV whether it wishes to return / request a pick-up for the products. If the Customer fails to do so, the rental term shall be automatically extended for the same period and under the same conditions.

3.3 The legal and economic title to the goods shall at all times remain with Exectuxr BV.

3.4 The applicable VAT, the means of transport and freight costs will be confirmed per order prior to shipping.

3.5 Unless explicitly agreed otherwise in writing, all offers and/or orders from the Customer shall be considered final. The orders and/or agreements and/or changes thereto shall become binding for Exectuxr BV upon written confirmation by Exectuxr BV.

3.6 Only the managing directors and/or explicitly authorized proxyholders can validly conclude agreements on behalf of Exectuxr BV. Exectuxr BV shall therefore not be bound by any agreements signed on its behalf by non-authorized personnel. Exectuxr BV's sales team is authorised to send quotations and/or order confirmations in the regular course of business on behalf of its managing directors and/or proxyholders, insofar these general terms and conditions remain applicable thereto.

3.7 Exectuxr BV shall be entitled to sell, assign, encumber and/or subcontract any of its rights and obligations deriving from the agreement(s) with the Customer.

3.8 The Customer shall only be entitled to sell, assign, encumber and/or subcontract any of its rights and obligations deriving from the agreement(s) with Exectuxr BV after Exectuxr BV's prior written approval, which approval shall not be unreasonably withheld.

4. Invoices and payment term

4.1 Exectuxr BV shall issue a separate invoice to the Customer for each order and/or subsequent rental period. In case of partial deliveries and/or multiple rental periods, Exectuxr BV shall be authorized to also issue partial invoices. Unless agreed otherwise, the invoice shall in any case specify the goods, the price in euros and the payment term. Unless parties agree otherwise, the standard payment term shall be fourteen (14) days.

4.2 If the invoices issued by Exectuxr BV are not paid within the applicable payment term, the Customer will be in default automatically, without the need for any further notice. Exectuxr BV shall charge the Customer statutory interest for late payment as stipulated by Article 5 of the Law of August 2, 2002, concerning the combating of payment arrears in commercial transactions. This interest will accrue from the date the invoices become overdue. Should the invoices remain unpaid, Exectuxr BV reserves the right to claim reasonable extrajudicial collection costs and damages from the date of default. These costs will be calculated according to the Belgian legal framework for extrajudicial debt collection, specifically as provided by Article 6 of the aforementioned Law and its implementing decrees.

4.3 As long as the Customer is in default regarding its payment obligations or any other obligations as set out in these general terms and conditions and/or any other agreement between the parties, Exectuxr BV shall be entitled to suspend any of its delivery and/or transport obligations until the obligations of the Customer have been fully met. Exectuxr BV shall also be entitled to collect any of its rental equipment, whether or not related to the default matter, at the premises of the Customer without this resulting in any liability and/or compensation obligation from the side of Exectuxr BV. The costs of equipment collection shall be borne by the Customer. The foregoing does not affect Exectuxr BV's right to invoice the Customer for the respective rental period in full, irrespective the date of collection of the equipment. If the rental equipment has not been made available for collection in accordance with the instructions, Exectuxr BV has the right invoice the replacement value of the rental equipment to the Customer.

4.4 If the Customer's credit history gives rise thereto, Exectuxr BV has the right, at its sole discretion, to request an advance payment for the orders or additional security for the Customer's payment obligations.

4.5 Exectuxr BV is authorized to offset any amounts due from the Customer or its affiliated companies.

4.6 The Customer shall not offset any amounts on the due invoices. Any claims from the Customer shall be directed in writing to Exectuxr BV. If Exectuxr BV, in its sole discretion, approves the submitted claim, it shall provide the Customer with a credit note.

4.7 Any invoices issued by the Customer to Exectuxr BV (for example pursuant to rebate agreements, agreed discounts, (re)purchase of goods, transport orders, provided services or similar) shall be sent to Exectuxr BV no later than six (6) months after the date of occurrence or delivery. After expiry on this period, Exectuxr BV shall no longer accept the invoice and the Customer's right to payment shall elapse.

5. Transport, delivery & risk

5.1 Unless explicitly agreed otherwise, Exectuxr BV shall determine the means of transport and packaging.

5.2 Exectuxr BV strives to have the goods delivered at the agreed place one working day before the rental commencement date. However, the delivery time estimates provided by Exectuxr BV are indicative and the Customer cannot derive any rights from it. Exectuxr BV will inform the Customer as soon as practically possible in case of any (expected) delays. It remains the responsibility of the Customer to place the order with reasonable advance considering the requested delivery place. In no event shall Exectuxr BV be liable towards the Customer or any third party for losses of any kind due to delayed deliveries.

5.3 The Customer shall ensure to collect and/or accept the goods at the agreed time and place of delivery and ensure a proper accessibility of the place where the goods should be delivered. If the Customer fails to do so, it shall borne the additional cost for a new delivery and the storage costs.

5.4 The risk to the goods shall pass to the Customer at the moment of delivery. A delivery note from the carrier shall serve as a proof of delivery.

5.5 The Customer shall inspect the goods at the moment of delivery and notify the carrier, i.e. state it explicitly and detailed on the delivery note if any goods arrived damaged.

5.6 The Customer shall ensure to treat the rental equipment with due care and to look after it properly. This includes that the Customer shall take out a proper liability insurance to cover the usual risks, such as but not limited to risk of loss, fire, damage and theft. Any damages shall be insured by the Customer and invoiced by Exectuxr BV against replacement value, unless the equipment can be repaired by Exectuxr BV in which case only the reparation costs will be due. For the avoidance of doubt, Exectuxr BV shall determine in its sole and absolute discretion whether the equipment can be repaired and what the reparation costs are. The Customer is not allowed to have the equipment repaired by any other party than Exectuxr BV.

5.7 Before returning of the rental equipment, the Customer shall ensure that the goods are properly packed. This means that the equipment must be carefully packed in the original packaging, and put and locked in the provided crates. If after return any of the provided crates and/or locks are missing Exectuxr BV shall be entitled to invoice the replacement value thereof to the Customer.

5.8 The Customer shall also ensure that any and all passwords and log-in details (such as iCloud) are removed from the devices. If the passwords and/or log-in details have not been removed and this results in the device(s) becoming inaccessible for further use, Exectuxr BV shall invoice the replacement value of the respective device(s) to the Customer.

5.9 If the goods are not available for pick-up at the agreed time and place, Exectuxr BV shall – at its sole discretion – have the right to deem the rental term prolonged and charge the additional transport costs to the Customer or to invoice the replacement value of the equipment to the Customer.

5.10 Upon return of the goods, the risk to the goods shall pass back to Exectuxr BV at the moment of transmission of the equipment to Exectuxr BV, by handing it over to the Exectuxr BV driver (external transport companies excluded) or at the moment of delivery in the warehouse. Exectuxr BV shall inspect the goods after they have arrived in the warehouse. In case any items turn out to be damages and/or not working properly anymore, Exectuxr BV shall inform the Customer about this at a later moment, but as soon as practically possible.

6. Returns

6.1 Not visible damages and problems with the functionality of the equipment must be notified by the Customer to Exectuxr BV within twenty-four (24) hours upon delivery or first occurrence.

6.2 If the damages and/or product failure is not attributable to the Customer and/or to any cause as listed in the following paragraph, Exectuxr BV shall –as long as it is commercially reasonable- endeavour to provide the Customer with replacement products which are the same or similar to the equipment in the original order. In case replacement is impossible and/or commercially not reasonable, Exectuxr BV shall provide the Customer with a credit note in the portion of the faulty devices.

6.3 Any products with damages and/or defects which occurred due to any of the following circumstances, shall not be eligible for replacement and/or credit. The Customer shall carry these risk and shall be held liable for reimbursement of the damages in accordance with chapter 4 of these terms and conditions: Improper use or inadequate preparation of the site where the goods should be installed; Changes or inadequate system maintenance (unless carried out by/with approval of Exectuxr BV); Defects and/or other limitations caused by non-Exectuxr BV products that affect the functioning of the systems for which Exectuxr BV provides support or service; Data loss or downtime of systems; Malicious software (virus, worm, etc.) which has not been introduced by Exectuxr BV or against which the Customer has not taken the reasonably expected protection measures, for example in the form of up-to-date virus protection and firewall software; Misuse, negligence, accident, fire, water or dust damage, power failures, transport by the Customer or other causes beyond the influence of Exectuxr BV.

7. Cancellation, Suspension and Termination

7.1 Exectuxr BV shall have the right – at its own discretion – to immediately cancel, suspend or terminate its obligations deriving from the order(s) and/or agreement(s) without being liable towards the Customer, if: (a) Despite having received a notice of default from Exectuxr BV, the Customer remains in breach to fulfil any of its obligations towards Exectuxr BV, whether or not connected to the respective order(s) and/or agreement(s); (b) the Customer has been declared bankrupt or filed for a suspension of payments (surséance van betaling); (c) in Exectuxr BV's opinion, the Customer has suffered a material adverse change; (d) the Customer has experienced any change in its direct or indirect ownership or control as defined under Belgian company law, including but not limited to, the provisions related to mergers, acquisitions, and corporate restructuring. (e) the Customer has breached any of its representations or warranties, and/or has issued any false statements, and/or has in any other way acted fraudulent and/or grossly negligent, and/or has in any other way been linked to misconduct in such way that continuing to do business with this Customer could result in a breach of Exectuxr BV's regulatory obligations or harm Exectuxr BV's reputation.

7.2 If Exectuxr BV exercises its cancellation/suspension/termination right under paragraph 6.1, all due invoices from Exectuxr BV shall become immediately due and payable.

7.3 If Exectuxr BV cancels, suspends and/or terminates any order(s) and/or agreement(s) due to circumstances as described in article 6.1(a) or 6.1(e), the Customer shall be fully liable for any damages suffered by Exectuxr BV.

7.4 In case of a force majeure situation, Exectuxr BV can, at its own discretion, suspend and/or cancel its obligations towards the Customer, without this resulting in any liability for Exectuxr BV. In case of cancellation due to force majeure circumstances at the side of Exectuxr BV, Exectuxr BV shall reimburse the (pre)paid amounts to the Customer. A force majeure situation is for example (but not limited to) acts of God, war, war risk, terror attacks, riots, disturbances; delays in the supply of materials or dispatch of a finished product; sickness of a number of employees such that compliance is reasonably not possible; strikes, industrial conflicts, lockout or similar actions within or against Exectuxr BV, its suppliers or non-employees; other problems with production or supply on the part of Exectuxr BV or its suppliers and/or problems with transport by Exectuxr BV or by third parties, such as, but not limited to operational breakdowns, delayed deliveries/shipments on the part of Exectuxr BV's suppliers (including intra-group suppliers), shortages of energy supplies or materials, and traffic disruptions to the extent that the events were unforeseeable, as well as strikes, legal blockades/seizures/arrests, government orders, default of supplies or inability to obtain materials and all instances of force majeure; damage to the production due to fire, storm or any other extreme unforeseen cause; any action taken by a national or international person in authority.

7.5 Unless agreed otherwise in writing, in cases other than described in article 6.1 and 6.4, Exectuxr BV shall have the right to terminate any agreement(s) with thirty (30) days prior written notice without being liable towards the Customer.

7.6 The Customer shall be entitled to cancel the orders and/or terminate the agreement on the following conditions: (a) if, in cases other than described in subparagraph (c) below, the Customer cancels a placed order and/or terminates the agreement more than seven (7) days before the rental commencement date, the Customer shall pay to Exectuxr BV a compensation in the amount of 50% of the value of the cancelled part of the order and/or agreement; (b) if the Customer cancels a placed order and/or terminates the agreement less than seven (7) days before the (rental) commencement date, the Customer shall pay to Exectuxr BV a compensation in the amount of 100% of the value of the cancelled part of the order and/or agreement; (c) if the Customer cancels a placed order and/or terminates the agreement for which Exectuxr BV specifically purchased goods for the benefit of the Customer, the Customer shall pay to Exectuxr BV a compensation in the amount of 100% of the value of the cancelled part of the order and/or agreement, regardless the moment of cancellation. Exectuxr BV shall always advise the Customer before confirming the order whether this is the case.

8. Exectuxr BV's liability

8.1 Exectuxr BV shall not be liable towards the Customer other than in case of gross negligence, in which case Exectuxr BV's liability for the Customer's direct damages per event or a series of related events with the same or similar cause, irrespective the legal base of such claim(s), shall be limited to the amount of the respective invoice, but shall in no case exceed an amount of EUR 25.000.

8.2 The Customer's right to claim damages shall elapse after one (1) year after the respective delivery and/or performance of the contract by Exectuxr BV.

8.3 Exectuxr BV can only be liable for Direct Loss.

8.4 In no event Exectuxr BV shall be liable for any damages suffered by third parties. The Customer hereby indemnifies and holds Exectuxr BV harmless, its affiliated companies, and its respective directors, representatives, agents, employees and subcontractors for any and all claims from third parties (whether directed to the Customer or Exectuxr BV) in connection with the performance of the agreement by Exectuxr BV or the delivered goods.

8.5 In case of a force majeure situation, Exectuxr BV can, at its own discretion, suspend and/or cancel its obligations towards the Customer, without this resulting in any liability for Exectuxr BV. In case of cancellation due to force majeure circumstances at the side of Exectuxr BV, Exectuxr BV shall reimburse the (pre)paid amounts to the Customer. A force majeure situation is for example (but not limited to) acts of God, war, war risk, terror attacks, riots, disturbances; delays in the supply of materials or dispatch of a finished product; sickness of a number of employees such that compliance is reasonably not possible; strikes, industrial conflicts, lockout or similar actions within or against Exectuxr BV, its suppliers or non-employees; other problems with production or supply on the part of Exectuxr BV or its suppliers and/or problems with transport by Exectuxr BV or by third parties, such as, but not limited to operational breakdowns, delayed deliveries/shipments on the part of Exectuxr BV's suppliers (including intra-group suppliers), shortages of energy supplies or materials, and traffic disruptions to the extent that the events were unforeseeable, as well as strikes, legal blockades/seizures/arrests, government orders, default of supplies or inability to obtain materials and all instances of force majeure; damage to the production due to fire, storm or any other extreme unforeseen cause; any action taken by a national or international person in authority.

9. Intellectual Property

9.1 Any and all intellectual property and related rights (including knowhow) owned by or licensed to Exectuxr BV, such as, but not limited to, trademarks, copyright (for example into software), designs and image rights, shall be and remain the sole property of Exectuxr BV. The Customer has no right to use these intellectual property and/or related rights in any way, unless Exectuxr BV has granted a License to the Customer.,

9.2 Any and all intellectual property rights granted by Exectuxr BV to the Customer in writing, shall also remain the sole property of Exectuxr BV and/or its suppliers (as applicable). Unless otherwise agreed in writing, the Licenses granted to the Customer shall be nonexclusive, non-transferrable, non-pledgeable and may not be sub-licensed.

9.3 The Customer declares that it shall not use any devices provided by Exectuxr BV to copy, reproduce and/or otherwise make available any materials and/or contents which are protected by a copyright. The Customer indemnifies and holds Exectuxr BV and/or its suppliers harmless for any claims due to infringement of intellectual property rights (including copyrights) in connection with the products.

9.4 The Customer acknowledges and agrees that, for the purpose of compliance with this article, Exectuxr BV may share the transaction information (such as transaction date, details of the Customer and serial numbers of the hardware) relating to the order(s) placed by the Customer with its suppliers and/or (semi)governmental bodies. To the extent that such sales information contains any Personal Data, disclosure of such personal data shall be treated in accordance with chapter 9 of these terms and conditions.

10. Data Protection

10.1 In its performance under the agreement, Exectuxr BV may process Personal Data of Data Subjects in its capacity as a Processor, or in its capacity as a Controller. Exectuxr BV may process Personal Data of the Customer or Third Parties for the purpose of conclusion and execution of agreements inter alia for the data destruction (data wiping), processing of orders, arranging for shipments, licensing software, debt collection, administration, customer satisfaction surveys, marketing or any other purpose agreed between the Parties.

10.2 Both Exectuxr BV and the Customer shall comply with and have their own responsibilities under the applicable data protection laws (GDPR and applicable national laws and regulations). The parties' rights and obligations with respect to processing of Personal Data shall be construed and interpreted in accordance with these data protection laws.

10.3 If Exectuxr BV receives Personal Data from the Customer in the context of the agreement, not being Personal Data from Third Parties, Exectuxr BV shall qualify as the Controller of the Personal Data. This could be, for example, Personal Data of an employee or director of the Customer.

10.4 For the purpose of delivery of ordered goods, Exectuxr BV could process Personal Data from Third Parties, being clients/customers of the Customer, received from and/or on behalf of the Customer. In this case, Exectuxr BV shall qualify as a Processor and the Customer shall qualify as Controller of the Personal Data and the following provisions (also referred to as the 'privacy policy') shall apply:

10.4.1 The processing of Personal Data by Exectuxr BV shall be carried out in accordance with the written instructions as provided by the Customer. The Customer shall only provide categories of Personal Data to Exectuxr BV as strictly necessary for the purpose and shall ensure that this disclosure shall be in accordance with the applicable data protection laws.

10.4.2 Exectuxr BV shall take technical and organisational measures, 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. These measures are aimed to prevent the unnecessary collection, disclosure and any further processing of Personal Data. Exectuxr BV shall adjust the technical and organizational measures from time to time when necessary for these purposes.

10.4.3 Exectuxr BV shall only be authorized to process Personal Data outside the European Economic Area ("EEA") if all legal requirements in this respect have been met.

10.4.4 Exectuxr BV shall ensure that only its employees shall have access to the data as reasonably necessary for the purpose. Such employees shall be bound by written confidentiality obligations.

10.4.5 Exectuxr BV shall not share the Personal Data with Third Parties, unless it is required to do so by virtue of mandatory rules, a binding decision from a government agency or an order to do so by a competent court.

10.4.6 In the event of a Data Breach, Exectuxr BV shall inform the Customer within 48 hours from notice. Exectuxr BV shall take all reasonable measures at reasonable costs to minimize the impact of the Data Breach. All reasonable costs shall be shared equally between the parties, taking into account their respective share in the cause of the Data Breach. The Customer shall be the sole responsible party for notifying the Authority and Data Subjects. Exectuxr BV shall provide reasonable assistance to the Customer in relation to (the review and notification of) the Data Breach if requested.

10.4.7 The Customer hereby gives Exectuxr BV permission to engage Sub-processors in the processing of Personal Data, with due observance of the applicable privacy legislation. Upon request, Exectuxr BV will inform the Customer of the Subprocessors engaged. The Customer has the right to object to any Sub-processor proposed or engaged by Exectuxr BV. If the Customer objects to third parties engaged by the Exectuxr BV, the Parties will consult in order to reach a reasonable solution.

10.4.8 Exectuxr BV will in any case ensure that such Sub-processors accept in writing the same obligations as were agreed herein with regard to the processing of Personal Data, inter alia regarding safety measures. Exectuxr BV shall be and remain responsible for the data processing towards the Customer.

10.4.9 If Exectuxr BV receives a request or objection from a Data Subject based on articles 15 to 21 GDPR, Exectuxr BV shall forward this request immediately to the Customer, which shall take care of the response. Exectuxr BV shall assist the Customer to fulfil its obligations in this respect.

10.4.10 The Customer has the right to ask and receive information regarding the processing of the Personal Data by Exectuxr BV, as reasonable for monitoring and compliance purposes and to enable the conduct of audits, performed by an independent EDP auditor. The costs of such audit shall be borne by the Customer. Exectuxr BV shall also assist the Customer, to a reasonable extent, in its conduct of data privacy impact assessments.

10.4.11 Each party will be liable for their own Processing activities, unless otherwise agreed herein.

10.4.12 Exectuxr BV's liability for loss suffered by the Customer is limited to intentional acts, gross negligence and/or wilful recklessness of Exectuxr BV. In any case, Exectuxr BV's liability is limited to the compensation for Direct Loss and to a maximum amount of the respective invoice corresponding with the order, but shall in no case exceed an amount of EUR 25.000 (twenty-five thousand euros) per event, with a series of consecutive events counting as a single event.

10.4.13 Exectuxr BV is explicitly not liable for the loss suffered by the Customer as a result of a fine being imposed on it by (one of) the Authorities. This applies unless the (or any part of the) fine has been imposed on the Customer in connection with an intentional act, gross negligence or wilful recklessness on the part of Exectuxr BV in the performance of its obligations hereunder that can only and solely be attributed to Exectuxr BV, for that part, and provided that the Customer has done everything in their power to prevent or reduce the fine.

10.4.14 Unless performance by Exectuxr BV is permanently impossible, and subject to the limitations herein, Exectuxr BV shall only be liable in connection with the performance of its obligations hereunder if the Customer gives Exectuxr BV written notice of default without delay and grants Exectuxr BV a reasonable term in which to remedy the failure, and Exectuxr BV continues to attributable fail to comply with its obligations even after this term has lapsed. The notice of default must describe the failure as comprehensively and in as much detail as possible in order to give Exectuxr BV the opportunity to respond adequately. Explicitly excluded is any liability of Exectuxr BV for any damage or claims caused by any circumstances beyond Exectuxr BV's reasonable control.

10.4.15 Any claim for compensation by the Customer against Exectuxr BV that is not specified and explicitly stated shall be barred by the mere expiry of twelve (12) months following the inception of the claim. The Customer indemnifies and holds Exectuxr BV harmless for any damage or claim caused by or attributable to the Customer, including claims by Data Subjects. This indemnification includes fines imposed on Exectuxr BV by any Authority, which are based on non-compliance with the data protection laws caused by or attributable to the Customer (at least, for that part).

10.4.16 Exectuxr BV shall process the Personal Data as long as necessary for the purposes indicated above, or longer to comply with its legal obligations such as (statutory) retention periods (and for that term). After termination of the Agreement, or expiry of an applicable retention period, Exectuxr BV shall destroy the Personal Data received (including copies thereof) from the Customer without delay.

10.5 In case the Customer would receive any Personal Data from Exectuxr BV, for example of its directors or employees, the Customer shall comply with all applicable privacy laws and parties shall conclude further agreements if necessary.

11. Taxes and Duties

11.1 Exectuxr BV may charge and the Customer shall pay any applicable taxes applicable taxes (such as, but not limited to, national or local sales, use, environmental, value added taxes or copy levies) which Exectuxr BV is legally obliged to charge. The Customer shall provide Exectuxr BV with any forms, documents, or certifications as may be required by Exectuxr BV to satisfy its information reporting or withholding tax obligations.

11.2 Unless otherwise agreed, the Customer shall be responsible for any applicable import and/or custom or similar duties.

11. Confidentiality, Non- Solicitation

11.1 The Customer shall ensure that all confidential information provided by Exectuxr BV (such as financial information, business development plans and stock feeds), remains confidential. Without Exectuxr BV's prior written approval, the Customer shall not share the confidential information with third parties. If the Customer is required to share Exectuxr BV's confidential information by law, court order or governmental authority, the Customer shall inform Exectuxr BV immediately about such obligation. The confidentiality obligation shall also apply to the Customer's employees and/or subcontractors.

11.2 During the term of the agreement and/or business relationship between Exectuxr BV and the Customer, and for a period of one year thereafter, the Customer shall not, without Exectuxr BV's prior written approval, employ, contract or otherwise enter into any business relationship with any of Exectuxr BV's personnel, staff or contractors, whether or not via third parties.

11.3 The Customer acknowledges that money damages may not be a sufficient remedy for any breach of this article and that Exectuxr BV shall be entitled to equitable relief, including but not limited to injunctive relief and specific performance, as a remedy for such breach. This does not prejudice Exectuxr BV's right to claim full damages.

12. Severability

12.1 If Exectuxr BV fails or delays in enforcing any of the Customer's obligations, or existing right or remedy, such does not constitute a waiver of that obligation, right or remedy.

12.2 If any provision in these terms and conditions or in any agreement between the parties is in conflict with law, this shall not affect the other articles. The parties shall replace the void articles by provisions which are as close as possible to the initially intended purpose.

13. Governing law and disputes

13.1 The relationship between Exectuxr BV and the Customer shall be governed by Belgian law.

13.2 All disputes shall be subject to the judgement of the competent court in Brussels, Belgium.