

SERVICE PURCHASE AGREEMENT

1. THIS CONTRACT IS CONCLUDED BETWEEN:

- 1.1 The Supplier, any natural or legal person registered with GOlegal for the provision of services to GOlegal (hereinafter referred to as "the Supplier").
- 1.2 GOlegal (Legal Vest SPRL), VAT no. BE.0507.753.329, with registered office at 523, Avenue Louise, 1050 Brussels, BELGIUM (tel: +32.(0)2.880.82.69; e-mail: info@golegal.be); bank account (Belfius): BE70 0689 3184 0025 whose website is <https://www.golegal.be> (or.eu), hereinafter "GOlegal" or the "Client".
- 1.3 The Supplier and GOlegal are jointly referred to in the remainder of this Agreement as the "Parties".

2. DEFINITIONS

- 2.1 SPA: this Service Purchase Agreement exclusively governing the contractual relationship between the Parties
- 2.2 Service: all paid or free services offered by the Supplier to GOlegal.
- 2.3 Site: <https://www.golegal.be> or any other site operated by GOlegal and related computer systems.
- 2.4 Client: GOlegal.
- 2.5 Mission: a work performed by Golegal with or without involvement of a Supplier.

3. GOLEGAL PARTNERS' PROVIDERS

- 3.1 Suppliers may request registration on the Site or contact GOlegal at provider@golegal.be to become privileged partners of GOlegal by offering to provide documents and/or services to GOlegal.
- 3.2 GOlegal is the client of the Suppliers, who are informed, in all cases where required by law, about the identity of other parties involved, if any.

4. CONSENT OF PARTIES TO THE APPLICATION OF THE SPA

- 4.1 The consent to the SPA is complete, without reservation, derogation or modification (except in writing signed between the Parties) to the exclusion of any other contractual condition or other agreement, failing which the use of the Site or the provision of Services is prohibited.
- 4.2 Consent is evidenced, in particular, by the use of the Site, the registration of the Supplier on the Site, or the sending of one or more invoices.
- 4.3 Consent makes the SPAs applicable to the Parties and does not create rights in respect of third parties, directly or indirectly, with the exception of guarantees that would be received by GOlegal from the Supplier and that could, if applicable, be passed on to a customer of GOlegal.
- 4.4 The applicability of SPAs covers the entire duration of the relationship between the Parties and an additional 5 years for SPA clauses which - where applicable by nature - remain in force beyond the end of this duration.

5. OBLIGATIONS OF THE SUPPLIER

- 5.1 The Supplier shall provide GOlegal with the following information in an accurate, precise and exhaustive manner: first and last name, VAT number and other requested information.

- 5.2 The Supplier undertakes to respect the commitments made to GOlegal based on an estimate or offer, and to treat each request carefully and in compliance with the laws and, where applicable, the ethical rules applicable to it.
- 5.3 The Supplier provides services that are easy to understand and implement by the Client.
- 5.4 The Supplier authorizes GOlegal to communicate relevant information concerning it to third parties involved in the mission, if applicable.
- 5.5 The Supplier shall use the computer tools, methods and formats made available to it by GOlegal, where applicable.
- 5.6 The Supplier is never required to accept a GOlegal assignment.
- 5.7 The Supplier shall refrain, for a period of 12 months, from working with a third party involved by Golegal in a mission, whatever its role may be, whether or not it has offered its services for such a mission and, where applicable, whether or not it has provided its services for such mission. This 12-month period begins with the request for access to the specifications, when he has offered his services to GOlegal or when he has completed his assignment, whichever is later. Failure to comply with this obligation results in the payment of an invoice for advertising and promotional services for a fixed amount of €50,000 excluding VAT.
- 5.8 In carrying out its mission, the Supplier undertakes to:
 - 5.8.1 Strictly comply with the operational functioning of GOlegal's file processing processes.
 - 5.8.2 Send your invoice to GOlegal at the email address indicated for this purpose at the end of the mission;
 - 5.8.3 Deliver its services in a clear and accessible format and language;
 - 5.8.4 Suspend or permanently terminate its services if GOlegal so requests
- 5.9 In the performance of a mission entrusted by GOlegal, the Supplier undertakes to obtain Golegal written approval before any contact with a third party.
- 5.10 The Supplier declares that it is aware and accepts that the indication of a number of hours in a fixed price offer can only have an informative value - unless otherwise expressly agreed between the Parties - and is therefore not binding on GOlegal.
- 5.11 In the case of Suppliers who are lawyers, in accordance with the applicable provisions, such as, for example, Articles 4.12., §3, 5° and 4.39., §2 of the Lawyer's Code of Ethics, Article X.3.6.1 Codex van de Orde van Vlaamse Balies and the Brussels Code of Ethics or 3.6.1. 5.4.2. the Code of Ethics of the European Lawyer of the European Bar Council (CCBE), the Lawyer does not share his fees with GOlegal and does not pay GOlegal any remuneration for the Client's presentation.
- 5.12 Supplier's delivery is performed at GOlegal's premises.

6. CONFIDENTIALITY

- 6.1 The Parties shall treat the information entrusted to them in strict confidence.
- 6.2 Neither Party shall disclose confidential information to third parties without the prior written consent of the other Party. This obligation applies during the relationship between the Parties and 5 years after their term.
- 6.3 When the Supplier is a lawyer, he/she declares that he/she knows and accepts that the information of a third party involved in a mission of GOlegal entrusted to him/her is subject to the lawyer's professional secrecy, regardless of the type and location of the support of this information. The lawyer undertakes to protect them in this capacity.
- 6.4 Unless otherwise agreed in writing, the Supplier shall keep GOlegal in copy of the email by which it delivers the promised service to the Customer, if applicable, which the Supplier declares it accepts.

- 6.5 The Parties may only disclose confidential information to their employees, agents, suppliers, subcontractors, consultants and related companies involved in the performance of the Services, provided that:
- 6.5.1 In the event of disclosure to a person or entity not employed by the Party providing the information, the Party shall, however, remain liable for any unauthorized disclosures. And that
 - 6.5.2 This person or entity is bound by a non-disclosure obligation at least as restrictive as that contained in the SPA.
- 6.6 With respect to any confidential information of a Party disclosed to the other Party or otherwise coming into the possession of the other Party, the Party receiving the confidential information:
- 6.6.1 Takes all reasonable measures to ensure the security, retention and use of confidential information.
 - 6.6.2 Does not use the confidential information for any purpose other than the performance of the Services mentioned in these terms and conditions or in any other contractual document between the parties.
 - 6.6.3 Not keep the confidential information longer than is reasonably necessary to fulfil its obligations to the other Party and either return the confidential information to the other Party, including any copy made thereof, immediately after all of the above obligations have been met, or destroy such confidential information after obtaining the written consent of the other Party to do so.
- 6.7 The Supplier declares that it is aware of and accepts that, in compliance with these provisions, GOlegal uses computer systems owned and operated by third party suppliers whose business is the provision of computer services in the broadest sense of the term.
- 6.8 No party shall be under any obligation to keep confidential any confidential information:
- 6.8.1 If it was already in his possession and was not subject to a confidentiality obligation.
 - 6.8.2 Which has legally come into its possession independently of the party providing the Information.
 - 6.8.3 If it is legally obliged to communicate it to a judicial or administrative authority, provided that it gives the other party sufficient notice of this obligation, so that the other party has a reasonable opportunity to object to the communication.
- 6.9 The Parties declare that they are aware of and accept that GOlegal may, upon request or in the event of any difficulty related to a service or file, obtain from the Supplier all information relating to a file, including the services of the Supplier.
- 6.10 GOlegal shall, however, have the right to disclose any information relating to a Party that does not comply with the SPA.

7. INTELLECTUAL RIGHTS

- 7.1 Each Party is and remains the owner of all intellectual property rights not explicitly transferred pursuant to a written agreement on its assets, including but not limited to, its documents, opinions, recommendations, texts, trademarks, logos, trade names, graphic charter and domain names.
- 7.2 The Supplier grants GOlegal the right to use the information it sends to them for the purpose of performing the Services or, without such use entailing the Supplier's liability, to use it for the purpose of training, preparing or delivering other Services, evaluating the opportunity to offer a partnership to the Supplier, automating, translating, modifying or transferring these rights to an affiliated company of GOlegal.
- 7.3 Neither Party shall use the other Party's trademarks, trade names or company names, logos or other intellectual property rights in any way without the prior written consent of the other Party.

7.4 GOlegal receives from the Supplier a transferable, non-exclusive global license, for the period authorized by the SPA, to use, sell, distribute, modify or otherwise exploit the Service and the items delivered on every support.

7.5 Any element relating to GOlegal's activities is considered by the Supplier to be subject to GOlegal's intellectual property rights and to GOlegal's trade secret. This includes emails, documents, formats, websites, terms and conditions and other materials disclosed in a public or confidential manner by GOlegal

8. RESPONSIBILITY

8.1 The Supplier may not be held liable on the basis of information not provided or that the Supplier should not have verified or inaccurately or on the basis of advice not provided or not provided or provided in a compliant or timely manner, or on the basis of the reuse of the Services outside the context of the order under which they were delivered without GOlegal's prior consent.

8.2 GOlegal cannot be held liable for malfunctions of the Systems or their unavailability, whether or not they cause damage to one of the Parties or to a third party, for defects in service of the telecommunications networks, for data communicated by GOlegal and for their storage.

8.3 GOlegal shall never be liable for the following types of damages resulting from the Supplier's improper use or inability to use GOlegal's Systems: (a) indirect or unforeseeable damage, (b) expected loss of profits or gains, (c) loss of data or other data breaches, loss due to computer viruses, (d) loss of or damage to property, (e) claims by third parties and (f) fines or penalties imposed by public authorities or other entities with similar enforcement powers, in all cases, directly or indirectly or (g) damage suffered by third parties to SPA.

8.4 The Supplier shall ensure that GOlegal is indemnified from any damage resulting from total or partial non-performance or defective provision of the Services.

8.5 GOlegal's liability is always limited to the amount (to be) paid to the Supplier or to a value of EUR 1.000, whichever is lower.

8.6 The Supplier is responsible to GOlegal for compliance with these SPAs, applicable laws and, where applicable, the rights of third parties. GOlegal accepts no liability towards third parties.

8.7 The Supplier expressly waives any action against GOlegal employees, it being specified that this limitation does not affect the extent of GOlegal's liability for the actions of its employees.

8.8 Nothing in the Agreement limits GOlegal's liability for death or physical injury, or for fraud or fraud, or in cases where the limitation of liability is prohibited by law.

9. USES AND LIMITATIONS OF THE SERVICES

9.1 Unless otherwise expressly stated, the Services are subject to Belgian law as interpreted by the Belgian Courts and Tribunals and may not be appropriate in the context of other national jurisdictions or laws, unless otherwise provided.

9.2 GOlegal does not assume any archiving, timestamping or other roles outside the missions expressly accepted by GOlegal.

10. COOPERATION

10.1 The Supplier undertakes to cooperate with GOlegal in a prompt and efficient manner in the provision of the Services and, in particular, to :

10.1.1 Consider GOlegal's proposals to improve its services.

- 10.1.2 Proactively provide all relevant information and documents relating to each request, unless specifically requested, in digital form.
- 10.1.3 Use the tools at its disposal to maximize the value of the Services provided (e.g., portal, work files, satisfaction surveys, etc.).

11. INTERRUPTION OF SERVICES DUE TO

- 11.1 The Services may be interrupted for cause, immediately by either Party upon written notice to the other Party in the event of gross negligence, fraud or wilful misconduct by the other Party.
- 11.2 Without prejudice to its rights, in particular, to compensation in the event of possible damage, GOlegal is entitled to immediately terminate the service without compensation or to cancel an order in progress if:
 - 11.2.1 The Supplier breaches any of its material contractual obligations and remains in default despite the expiry of a period of 14 calendar days following written notice of default by GOlegal.
 - 11.2.2 The Supplier fails to use in good faith and in accordance with these provisions the computer systems made available to it or to apply the instructions provided by GOlegal in the performance of its Services.
 - 11.2.3 GOlegal believes that maintaining the Supplier's registration in its systems is likely to cause operational, legal, financial, reputational or other damage to the Supplier or if the expected quality of the Services is not verified in practice.
 - 11.2.4 The Supplier is in a situation of suspension of payment, liquidation, dissolution, collective settlement of debt or bankruptcy.
 - 11.2.5 GOlegal is liable to the Supplier or GOlegal has had to compensate the Supplier.

12. PROTECTION OF PRIVACY AND PERSONAL DATA

- 12.1 GOlegal undertakes to comply with the provisions of the applicable legislation on the protection of personal data and the Privacy Policy available online on the GOlegal website.
- 12.2 GOlegal makes every effort to ensure that the Providers' personal data are processed and stored on certified and secure technical infrastructures located within the European Economic Area in order to protect the IT security of the collection, storage and processing of your data.
- 12.3 GOlegal acts as the "Data Controller" with respect to the Supplier on the basis of its Data Processing Agreement annexed to these SPAs, to which the Supplier fully and entirely subscribes in the event of the provision of Services.
- 12.4 Unless otherwise agreed, the Supplier shall be deemed to be a subprocessor of GOlegal.

13. RESTRICTIONS AND SECURITY

- 13.1 The Supplier may not:
 - 13.1.1 Misuse of the Services;
 - 13.1.2 Register under a false name, with false data or by mentioning false or non-current qualifications or subcontract your file to a non-registered GOlegal Provider;
 - 13.1.3 Use the Services in such a way as to obtain an undue advantage;
 - 13.1.4 Use the Site or enter a relationship with GOlegal to explore, copy, reproduce or otherwise imitate the business model, Site (design) or any other element of GOlegal's value proposition;
 - 13.1.5 Posting illegal content, unsolicited communications (spam, etc.), harmful computer code;
 - 13.1.6 Copy all or part of the Site or Services;
 - 13.1.7 Use the Site for illegal purposes.
- 13.2 GOlegal reserves the right to refuse at any time, for any reason or without reason, to any person access to the Site or registration of a Supplier.

14. APPLICABLE LAW AND COMPETENT JURISDICTION

- 14.1 It is GOlegal's policy to prosecute violations of these SPAs.
- 14.2 SPAs shall be governed by and interpreted in accordance with Belgian law. Disputes between the Parties that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the Belgian courts, sitting in Brussels in French.
- 14.3 For a complaint against GOlegal to be valid, it must be filed within 4 months of the discovery of the element on which the complaint is based.

15. GENERAL INFORMATION

- 15.1 Modification: SPAs may be subject to modification in which case Suppliers have the right to refuse to apply it by unsubscribing and discontinuing their use of the Site. Otherwise, the Supplier shall be deemed to have accepted such amendments. In the event that a change in the SPA occurs during the provision of a Service by a Supplier, the old version of the SPA shall apply.
- 15.2 Proof : The Supplier acknowledges that computer data related to its use of the systems made available to it by GOlegal may be used as evidence, if any, and therefore expressly agrees not to dispute their use in this capacity, regardless of the context.
- 15.3 No Waiver: Any delay or failure on the part of GOlegal to detect, protect against or remedy the Supplier's failure to comply with any of its obligations under the SPA shall not constitute a waiver of the rights of the aggrieved Party in this respect. No waiver of any provision of the SPAs or any rights or obligations of any of the Parties shall take effect other than in accordance with a written document signed by one or more authorized representatives of the Party expressly waiving compliance therewith. This waiver is effective only in the specific case and for the specific purpose specified in the said signed document.
- 15.4 Rights of third parties: Unless otherwise agreed, SPAs do not give rise to any rights in favour of third parties.
- 15.5 Severability: The invalidity or illegality of a provision of the SPA or the impossibility of executing it shall in no way affect the other provisions of the SPA. The Parties shall agree on a new provision producing the same effects, subject to the condition that the spirit of the SPAs is affected as little as possible. The provisions of the SPAs are divisible, so that the other provisions are not affected.
- 15.6 Prohibition of Assignment: No Party may assign its obligations under the SPAs without the prior written consent of the other Party.
- 15.7 Control: GOlegal reserves the right to control compliance with these provisions.
- 15.8 Exclusivity: no natural or legal person may register with GOlegal if that person has a direct or indirect interest in the capital or commercial success of a direct or indirect competitor of GOlegal, the law firm of a Supplier acting as a lawyer being excluded from this provision.
- 15.9 Non-solicitation: the Supplier shall refrain from soliciting or hiring or contacting for any business purposes one or more GOlegal workers or a third party involved in a mission during the duration of a mission and for 12 months following the end of a mission.
- 15.10 Survival: The provisions of the SPAs which by their nature remain valid after the termination of the Services for any reason whatsoever, shall remain in effect until their full performance, including provisions relating to confidentiality, applicable law and disputes, warranty, compensation, intellectual property rights, liability, inspection, mandatory controls and survival, notwithstanding any obligation restored to its original state arising from the termination of the applicability of the SPA.
- 15.11 This text is the intellectual property of GOlegal and may not be used for any purpose other than to regulate the contractual relations between GOlegal and its Partners.

