



GENERAL TERMS AND CONDITIONS

BETWEEN:

1. SCUDI INTL B.V. registrered under Belgian Company number BE0782.931.441 with Registered Address Oorlogskruisenlaan 165/9, 1120 Brussels hereinafter referred to as "**SCUDI**"

AND:

2. Company Name: _____
with Registered offices _____ registrered with [] under number []
hereinafter referred to as "**Employer**"

SCUDI and the Employer are hereinafter together referred to as the "**Parties**" and each individually "**Party**".

WHEREAS:

- (A) SCUDI is a SaaS (Software as a Service) - provider and owner of the exclusive rights of use of the SCUDI App and SCUDI Platform, which provide instant access for the Employees to their already earned net salary (subject to certain limits).
- (B) Subject to the terms and conditions of this Agreement, employers are given access to the SCUDI Platform, which will reduce the administrative burden for the Employer.
- (C) The Employees of the Employers are given access to the SCUDI App and accept the General Terms and Conditions of Use of SCUDI in the SCUDI App upon registering themselves in the SCUDI App.
- (D) In order for Employees to be able to benefit from the SCUDI App, the Employer must enter into this Agreement with SCUDI.

THEREFORE, IT IS AGREED AS FOLLOWS:

§ 1 DEFINITIONS

In addition to the capitalised terms and expressions defined throughout this Agreement, the following capitalised terms and expressions as used in this Agreement shall have the following meaning:

- Access Person** : means the person assigned by the Employer that needs to have access to the SCUDI Platform in accordance with Article 5.1;
- Available Payment Amount** : means at any Payment Request Date an amount equal to maximum 50% of the Net Wages effectively earned by the relevant Participating Employee in that month until the Payment Request Date based upon the Employee Data;
- Confidential Information** : means with respect to a Party the information of such Party, whether in written, oral, electronic or other form, which (i) is explicitly marked as confidential or proprietary, or (ii) should reasonably be considered confidential given its nature or the circumstances under which it was disclosed, regardless of whether or not it is expressly marked as confidential, including information and facts concerning business plans, customers, prospects, personnel, suppliers, partners, investors, affiliates or others, training methods and materials, financial information, marketing plans, sales prospects, client lists, inventions, program devices, discoveries, ideas, concepts, know-how, techniques, formulas, blueprints, software (in object and source code form), documentation, designs, prototypes, methods, processes, procedures, codes, and any technical or trade secrets, including all copies of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing. With respect to SCUDI Confidential Information shall in any event (but not limited to) include all information relating to the SCUDI App and the SCUDI Platform, in particular the mode of operation and the Software.
- Deactivated Employee** : means any Participating Employee which by decision of the Employer can no longer have access to the SCUDI App and which can no longer make a Payment Request or is no longer eligible to receive Instant Payments and whereby such decision is indicated by the Assigned Person in the SCUDI Platform;
- Employee** : means an employee of the Employer, being an individual employed under an employment contract

(whether white-collar or blue-collar) by the Employer;

- Employee Data : means the information required by SCUDI with respect to the Participating Employees which includes at least the information set forth in Schedule 1;
- GTC : these General Terms and Conditions of SCUDI for Employers ;
- GTCE : the General Terms and Conditions of SCUDI for Employees ;
- Instant Payment : means any payment made to a Participating Employee pursuant to a Payment Request and that meets the Payment Criteria in the amount mentioned in the Payment Request with a maximum of the Available Payment Amount;
- IP Rights : means any and all (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including mask works) and registrations and applications thereof, (iv) computer software programs (including source code and object code), data, databases and documentation thereof, (v) trade secrets and other confidential information (including ideas formulas, compositions, inventions, improvements, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, blueprints, flowcharts, schematics, protocols, programmer notes, designs, design rights, developments, discoveries, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information), and (vi) all other forms of intellectual property, in relation to the SCUDI App and SCUDI;

For the purposes of this definition, the term “Software” also includes Programs and Program Sources;

- Net Wages : means at any time the net wages of a Participating Employee as indicated in the Employee Data provided by the Employer;
- Payment Criteria : Includes, in addition to any other conditions set forth in these GTC or by SCUDI, the following criteria which need to be fulfilled in order for an Instant Payment to take place:
- (i) at the time the Payment Request is made the Employee is not a Deactivated Employee;
 - (ii) the Employer has provided SCUDI with all Employee Data and all other information requested by SCUDI or, if the Employer has opted for the automatic payroll integration, once the required Employee Data has been integrated with the SCUDI Platform;
 - (iii) no Instant Payment can be made in an amount which exceeds the Available Payment Amount;
 - (iv) the Employer Account is sufficiently funded as set forth in § 9;
 - (v) the Employee Account accepts instant SEPA payments;
 - (vi) any other criteria as determined by SCUDI.
- Payment Request : means a request made by a Participating Employee in the SCUDI App to receive an Instant Payment;
- Payment Request Date : means the date upon which an Employee makes a Payment Request;
- Program : means a computer program including all necessary auxiliary programs and auxiliary files pertaining thereto, regardless of the form, and regardless of whether it is an executable version (object code) or the Program Source.
- Program Sources : means the properly documented source programs for the relevant computer program and all prior versions of it that are still in use, including all

relating auxiliary programs and files and including the users, program and development documentation. For the avoidance of any doubt, the program and development documentation include all information that a normal IT professional would reasonably require to produce executable object programs from the program sources, incorporate them in the intended environment, and modify, maintain and further develop them.

SCUDI Algorithm : means the SCUDI Algorithm which based upon the Employee Data verifies whether the Payment Criteria have been met and authorises an Instant Payment;

SCUDI App : means the SCUDI app which is accessible to the Employees and that enables them to:

- (i) at any relevant date consult the Available Payment Amount
- (ii) make a Payment Request in an amount up to the Available Payment Amount.

SCUDI Platform : means the SCUDI webplatform which is accessible to the Employer;

§ 2 INTERPRETATION

- 2.0 Article and Schedule headings and captions are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 2.1 A reference in this Agreement to the singular shall, unless the context otherwise requires, include a reference to the plural and vice versa.
- 2.2 A reference in this Agreement to a “**person**” shall be construed to include any individual, company, corporation, firm, government, state or agency of a state, or any association, trust or partnership (whether or not having legal personality). A reference in this Agreement to a “**company**” shall be construed to include any legal entity or entities into which such company may be merged by means of a statutory merger (fusie) or into which it may be split by means of a statutory de-merger (splittings).
- 2.3 In this Agreement the word “**including**” (or any similar expression) shall mean including but not limited to.
- 2.4 The word “**day**” shall mean a calendar day.

- 2.5 In this Agreement the words “**shall procure**” (or any similar expression) shall refer to the Belgian legal concept of enforcement (sterkmaking).
- 2.6 The Schedules, if any, form an integral part of this Agreement.

§ 3 SUBJECT OF THE MATTER

- 3.0 SCUDI will provide the following services to the Employer under the terms and conditions of this Agreement (the “**Services**”):
 - 3.0.0 SCUDI will make the SCUDI App available to the Employees;
 - 3.0.1 SCUDI will make the SCUDI Platform available to the Employer;
 - 3.0.2 SCUDI will ensure that the Instant Payments which are authorised through the SCUDI Algorithm are paid to the Employees.
- 3.1 The SCUDI Algorithm will only authorize an Instant Payment provided that it meets the Payment Criteria.
- 3.2 The Employer receives the right to advertise SCUDI in his company in accordance with this Agreement and undertakes, in accordance with the terms and conditions of this Agreement, to allow the Employees to benefit from the employee advantages resulting from participating in the SCUDI App.

§ 4 TERMS OF USE: TRIPARTITE CONTRACT & PARTICIPATING EMPLOYEES

- 4.0 The Parties to this Agreement offer the Employees the use of the SCUDI App. The use by the Employees of the SCUDI App is governed by the General Terms of Use and Conditions for Employees (hereinafter referred to as the “**GTCE**”).
- 4.1 The Employer agrees to offer the use of the SCUDI App and the related Services to all of its Employees.
- 4.2 The Employees that wish to use the SCUDI App can only do so provided that they accept the GTCE upon registering in the SCUDI App.
- 4.3 The Employer acknowledges and agrees with the GTCE.
- 4.4 If the Employer has restricted access to the SCUDI App to certain Employees or if the Employer has deactivated access of certain Participating Employees, such (Participating) Employees must be named with the reason for the exclusion or the deactivation. SCUDI will not verify the correctness of such reasons or whether such reason complies with ESG rules or other regulations. The Employer represents and warrants to SCUDI that it complies with all ESG rules

and regulations and that a restriction or deactivation from the SCUDI App may not occur for reasons which are deemed discriminatory whether based upon race, gender, age or otherwise.

- 4.5 The Employer will see on the SCUDI Platform which Employees have registered in the SCUDI app "**Participating Employees**").
- 4.6 A Participating Employee shall only be eligible to make a Payment Request provided that the Employer has provided SCUDI with all of Employee Data and any other information requested by SCUDI. Alternatively, if the Employer has opted for the automatic integration of the Employee Data, the Participating Employees shall only be able to use the SCUDI App once the required Payroll Data has been integrated in the SCUDI Platform.
- 4.7 A Participating Employee can only make a Payment Request provided the Payment Criteria have been met.

§ 5 SCUDI WEBPLATFORM

- 5.0 SCUDI shall provide the SCUDI Platform on which the Employee Data of the Participating Employees shall be stored.
- 5.1 The Employer must inform SCUDI of the name and identity of the person who is granted access to the SCUDI Platform to read and formulate requests to amend certain information (to be approved by SCUDI) on the SCUDI Platform to amend (the "**Access Person**"). The Employer can only indicate one Access Person, unless mutually agreed differently and confirmed in writing by SCUDI. The access to the SCUDI Platform will be secured by a two-factor-authentication and with a traceability history.
- 5.2 The Employer will be liable towards SCUDI for the actions undertaken by the Access Person.

§ 6 COMPULSORY INFORMATION OBLIGATIONS TO PROVIDE BY THE EMPLOYER

- 6.0 The Employer shall immediately upon an Employee becoming a Participating Employee update the SCUDI Platform with all Employee Data related to such Participating Employee in compliance with all provisions of all applicable data protection and GDPR law.
- 6.1 Unless the Employer has chosen for the automatic integration of the SCUDI Platform with his payroll software whereby the Employee Data is updated automatically through the integration with the payroll software, the Employer shall immediately update on the SCUDI Platform, all changes related to the Employee Data.
- 6.2 The Employer is solely responsible for updating the Employee Data on the SCUDI Platform. SCUDI may rely on the correctness and completeness of the Employee Data as updated on

the SCUDI Platform and must not independently verify other information or take into account other information whether or not such information has been disclosed to SCUDI.

- 6.3 Unless the Employer has chosen for the automatic integration of the SCUDI Platform with his payroll software, the Employer shall download from the SCUDI Platform, a CSV file containing all relevant and detailed information relating to the monthly salary withdrawals of the Participating Employees. It is the responsibility of the Employer to maintain all its payroll data updated.
- 6.4 SCUDI proposes the option to automatically get access to the information of the Participating Employees and the Instant Payments with the use of APIs. The information will be shared and recorded automatically without any human interference thus avoiding human error. The automatic integration of the SCUDI Platform with the Employer's payroll software will be coordinated by a technical employee of SCUDI with a technical contact person of the Employer.
- 6.5 The costs for the integration, if any, will be agreed between the Parties. The Employer is in any event obliged to provide the usual market infrastructure (in particular internet connection, hardware and operating system) and payroll software which complies with market norms at his own expense.
- 6.6 The Employer's information requirements shall continue to apply after termination of this Agreement insofar as they relate to events occurring before the end of this Agreement.

§ 7 SERVICE PROVIDERS AND THIRD PARTIES

- 7.1 SCUDI provides its Services through the means of Services from suppliers. The Employer acknowledges and agrees that SCUDI entered into a partnership agreement with one or several Payment Service Providers, Payment Service Institutions and Electronic Money Institutes for the provision of the payment services. At the time of entry into this Agreement the Payment Services are delivered by the providers as listed below. The Employer hereby acknowledges and agrees to the terms and conditions of these providers and the Employer expressly accepts the T&C of each of them:
 - Paynovate (https://uploads-ssl.webflow.com/6267d4cc9332861f21761c62/6283b5862a7bce3a63c9ec66_Paynovate_General%20terms%20and%20conditions_EN.pdf)
 - LinkCy (<https://linkcy.io/term-of-use/>)
- 7.2 SCUDI uses the Cloud-services of Amazon: AWS for the storage of all data, running programs and therefor the functionalities of the SaaS. The Employer hereby acknowledges and agrees to the Terms and Conditions and expressly accepts the use of the Amazon Web Services (<https://aws.amazon.com/agreement/>).
- 7.3 SCUDI , at all times, has the right to change the Payment Service Provider or any other supplier as deemed necessary for the delivery of its Services. In such event, SCUDI will update this on

its website together with the terms and conditions of such Payment Service Provider or other supplier. Upon such change, the Employer will acknowledge and agree to the terms and conditions of such supplier and will accept the use of such supplier.

§ 8 BILLING MODALITIES AND PAYMENT

- 8.0 The Employer shall be able to view in real-time, and at any moment, the history and respective use of the SCUDI App by the Participating Employees via the SCUDI Platform.
- 8.1 The Employer shall pay SCUDI for the Services provided according to the agreed pricelist. To this event, the Employer shall complete and sign the SEPA Direct Debit Mandate attached hereto as Schedule 2 at the time of entry into this Agreement.
- 8.2 Payment to SCUDI shall be made to SCUDI unit specified as follows:
- () Bank Account Name SCUDI INTL B.V.
 - (i) Currency Euro (€)
 - (ii) Bank Name KBC
 - (iii) IBAN BE92 7340 5907 4423
 - (iv) BIC KREDBEBB
- 8.3 By operation of law and without any notice, interest shall be due and payable to SCUDI on all amounts that have not been fully paid by the Employer if and when due at a rate of 8% per annum. In addition to the aforementioned interest, the Employer shall pay SCUDI a compensation equal to 10% of the outstanding overdue amounts as well as all other applicable expenses and costs incurred in by SCUDI in collecting such overdue amounts or otherwise enforcing its rights hereunder.
- 8.4 Any cost, taxes, duties or other levies shall be borne by the Employer.

§ 9 EMPLOYER ACCOUNT, EMPLOYEE ACCOUNT AND INSTANT PAYMENTS

- 9.0 The Employer shall open an account with the Payment Services Provider (the "**Employer Account**") and represents and warrants to SCUDI that this Employer Account will at all times be adequately provisioned with funds so that SCUDI can make payments to the Employees. The adequate minimum provision on the Employer Account will be defined jointly between SCUDI and the Employer and confirmed in writing by SCUDI at the start of this Agreement and will be revised on a quarterly basis or if and when deemed required.
- 9.1 SCUDI can at all times request that the Employer provides additional funds to the Employer Account. A Payment Request will not be authorised if the Employer Account is not sufficiently funded in order for SCUDI to be able to make the payment in full. If SCUDI cannot make the payment for reason of the Employer Account not being sufficiently funded, SCUDI will

communicate this as such to the Participating Employee making the Payment Request. In no event will SCUDI advance any funds.

- 9.2 The Employer will provide the Payment Service Provider with all the requested and compulsory information for them to comply with any KYC/KYB formalities and to comply with the obligations regarding AML-CFT.
- 9.3 Payment of an Instant Payment will be made by SCUDI to the account of the Participating Employee where the Employer pays its regular wages and which is included in the Employee Data (the “**Employee Account**”).
- 9.4 The Employee Account must be open to receive instant SEPA payments. No Instant Payment can be made if the Employee Account is not open to receive instant payments.

§ 10 CHANGES TO THE AGREEMENT AND SERVICES

- 10.0 SCUDI reserves the right to modify the Agreement and the conditions of the Service, including the pricing according to market conditions, legislation and indexation regulations, and undertakes to inform the Employer in writing, by email, web-publication or within the last invoice or billing at least one month in advance of such changes coming into effect. If the Employer does not accept the modifications to the Agreement, then he may be entitled to terminate the Agreement without charge but no later than 1 month after notification, without prejudice except where such modifications:
 - Are purely of administrative nature
 - Have no negative impact on the Employer
 - Are directly imposed or pursuant to legislation
 - Concern a price adjustment linked to the consumer price indexation referred to in article 10.1
 - Result from any changes in the number of people employed by the Employer and entitled to use the SCUDI App.
- 10.1 SCUDI may review and adjust its prices yearly, in January at the start of each Calendar Year, in line with the Consumer Price Index and in accordance with the following formula: $\text{new price} = \text{old price} * (\text{current index} / \text{previous index})$
- 10.2 Should SCUDI decide to terminate the delivery of all or part of its Services, then it will inform the Employer at least 3 months in advance without any indemnity or compensation being due by SCUDI.

§ 11 JOINT COMMUNICATION

- 11.0 The Employer will make appropriate reference to the SCUDI App in internal communications with its Employees.
- 11.1 SCUDI supports the Employer with appropriate marketing templates.

- 11.2 The Employer allows SCUDI to publicly refer to the cooperation between SCUDI and the Employer.

§ 12 DATA PROTECTION

- 12.0 The Parties mutually undertake to comply with the regulations on data protection.
- 12.1 Notwithstanding the above article 12.0 the Employer guarantees SCUDI that no personal data will be transmitted by the Employer to SCUDI without justification under the data protection law.

§ 13 LIABILITY AND WARRANTIES

- 13.0 In terms of employment law, the Employer is solely responsible for the use of the SCUDI Platform and SCUDI App vis-à-vis the Employees and the Participating Employees.
- 13.1 The Employer shall ensure that SCUDI is not held liable for claims of the Employees or of third parties arising in connection with the Instant Payments made to the Participating Employees. The Employer shall indemnify, hold harmless and defend SCUDI from any claims upon first request. This does not apply if and to the extent that the claim is the result of fraud or wilful misconduct by SCUDI.
- 13.2 The Employer shall indemnify SCUDI against all claims of third parties and shall compensate SCUDI for any damages resulting from any breach by the Employer of this Agreement and its obligations hereunder.
- 13.3 SCUDI shall only be liable for itself and for its agents and assistants in case of fraud or wilful misconduct.
- 13.4 SCUDI may use the Employee Data and any other information and data provided by the Employer (or others on behalf of the Employer) and rely on its accuracy, completeness and lawfulness without audit or verification. The performance of SCUDI's software and services shall be dependent upon the accuracy, completeness and lawfulness of the Employee Data and any other information and data provided and on the timely performance of the Employer's obligations under this Agreement. The Employer shall be obliged to inform SCUDI forthwith of facts and circumstances that may be of importance in connection with the performance of the Services.
- 13.5 Notwithstanding any other provision herein, neither Party shall be liable to indemnify the other Party for any loss of profits or sales, loss of goodwill, loss of personnel, loss of data, for any expenses for the purchase of replacement services, for any collateral, incidental, special or consequential damages, or for any exemplary or compensatory damages resulting from SCUDI's provision of or failure to provide the Services.

- 13.6 SCUDI 's aggregate liability under this Agreement shall not exceed three months of subscription.
- 13.7 In no event shall SCUDI be liable for any limited use or loss of data that could have been prevented by the Employer executing adequate and proper back-up and storage procedures in line with common market practice. In no event shall SCUDI be held liable for loss of contracts, goodwill, revenues or profits (whether or not deemed to constitute direct losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to these GTC.
- 13.8 In circumstances where all or any portion of the provisions of this Clause 13 are judicially determined to be unenforceable, the aggregate liability of SCUDI for any loss shall not exceed an amount which is proportional to its relative responsibility for the losses to which the claim relates taking into account the contributory negligence (if any) of the claimant and the responsibility and/or liability of any third party.
- 13.9 SCUDI will not be liable for any losses arising as a result of the provision of false, misleading, incorrect or incomplete information or documentation, non-compliance with applicable legislation or regulations concerning protection of privacy and personal data within the Employer's sphere of responsibility or the withholding or concealment or misrepresentation of information or documentation by any person other than SCUDI.

§ 14 TERM AND TERMINATION OF THE SERVICES

- 14.0 These Services shall enter into force on the date of execution of this Agreement and shall have a fixed minimum term of 1 year (the "**Minimum Term**"). Unless terminated by registered letter sent by one Party to the other Party at least 3 months prior to the end of the Minimum Term, the Agreement shall be renewed with a new one-year term. Thereafter, this Agreement shall become an agreement of unlimited duration which can be terminated by either Party by Registered Mail to the other Party with three months' notice starting at the end of the calendar month during which the Termination Notice is served in writing.
- 14.1 Each Party may terminate this Agreement with immediate effect (the "**Terminating Party**") without any indemnity being due by the Terminating Party by giving notice to the other party (the "**Defaulting Party**") and without prejudice to the right by the Terminating Party to claim damages from the Defaulting Party, in the event that,
- () the Defaulting Party is in serious breach of any of the provisions set forth in this Agreement, provided that no remedy can be found and agreed upon for such breach within thirty (30) calendar days as from the receipt of a prior notice of the Terminating Party specifying the breach, it being understood that in case of a breach by the Employer of any of its payment obligations under this Agreement, SCUDI shall be entitled to terminate this Agreement with immediate effect and without any notice period if the non-payment is not remedied within 2 Business Days;

- (i) the Defaulting Party becomes insolvent, or if an order is made or a resolution is passed for winding up, or if an administrator, administrative receiver or receiver in bankruptcy is appointed over the whole or any part of the Defaulting Party's assets, or if the Defaulting Party makes any arrangements with its creditors;
 - (ii) the Defaulting Party were to decide to proceed with a voluntary dissolution and liquidation.
- 14.2 Irrespective of whether these were already due and payable prior to the termination, the termination of this Agreement results in all outstanding and due amounts to SCUDI becoming immediately due and payable.
- 14.3 Upon termination of this Agreement any provision set forth in this Agreement and indicated as continuing after the term of this Agreement, will survive any termination of this Agreement.

§ 15 EXCLUSIVITY OF SCUDI

- 15.0 The Employer will not accept comparable services from third parties during the term of this Agreement.
- 15.1 During the term of this Agreement, the Employer shall refrain from paying salary advances to Employees outside the Services offered by SCUDI. All salary advances will be registered within the SCUDI App and any attempts by the Employer to act outside the exclusivity of SCUDI would be considered as an attempt to harm SCUDI, breach of contract and gross misconduct on behalf of the Employer.

§ 16 ASSIGNMENT OF SERVICES

- 16.0 SCUDI reserves the right to transfer all or part of its rights and obligations under this Agreement to a third party without consent of the Employer.

§ 17 CONFIDENTIAL INFORMATION

- 17.0 Each of the Parties agrees that it will, both during the term of this Agreement and following termination or expiration of this Agreement (i) not disclose any Confidential Information of the other Party, except to those of its employees, officers, directors, contractors and affiliates that have a demonstrable legitimate need-to know such information in light of the Parties' rights and obligations hereunder, subject to each of them committing in writing to adequate confidentiality obligations prior to being granted access to such Confidential Information and subject to any other relevant conditions and restrictions set out in this Agreement, or (ii) use any Confidential Information of the other Party only for the purpose of the performance of this Agreement, excluding any use for its own benefit or that of any third party, except as expressly permitted under this Agreement.

- 17.1 Each of the Parties shall ensure that each person who receives Confidential Information pursuant to this Agreement is made aware of and complies with the confidentiality obligations under this Agreement as if they were a party to this Agreement. Each of the Parties shall be responsible and liable towards the other Party for a breach of these confidentiality obligations by any party acting under their control or on their behalf.
- 17.2 Each of the Parties shall not, except with the other Party's prior written consent, reveal to any third party or otherwise disclose the details of this Agreement (pricing structure, used technologies,...),
- 17.3 The obligations of confidentiality shall not apply to any Confidential Information that the receiving party can show:
- was known to the receiving party before it was shared by the disclosing party;
 - is or has subsequently become publicly available, or contained in commercially available products or services through no fault of the receiving party;
 - is received by the receiving party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the receiving party; or
 - is developed by any of the receiving party's employees who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information shared by the disclosing party.
- 17.4 The obligations set forth in this § 17 shall not apply to any Confidential Information which SCUDI needs to disclose to Payment Service Providers, Payment Service Institutions and Electronic Money Institutes and any other suppliers used by SCUDI in the context of the provision of the Services.
- 17.5 The obligations of § 17 shall continue to apply for a period of 3 years following the termination of this Agreement.

§ 18 IP RIGHTS

- 18.0 Parties agree that all IP Rights are and will remain the exclusive ownership of SCUDI and that, by means of this Agreement, no other rights other than the user's rights set forth in this Agreement are granted to the Employer.
- 18.1 Each Party agrees to promptly notify the other Party if it becomes aware that any third party is violating or infringing SCUDI's rights of whatever nature in any of the SCUDI services.

§ 19 FINAL PROVISIONS

19.0 If provisions of this contract are wholly or partially invalid and/or unenforceable, this shall not affect the validity of the other provisions. The same shall apply if this contract contains a loophole. In the event of an invalid or unenforceable provision, the contracting parties shall be obliged to negotiate a valid and reasonable replacement provision which best corresponds to the invalid or unenforceable provision from an economic point of view. The same shall apply in the event of a loophole.

19.1 Verbal subsidiary agreements do not exist. Amendments and supplements must be made in writing. This also applies to an agreement that waives the written form requirement.

19.2 Unless provided otherwise in this Agreement, any notice required or permitted to be given under any provision of this Agreement will be validly given in writing by e-mail to the contractually agreed email addresses of each of the parties defined in the Service Agreement.

§ 20 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

20.0 This Agreement is governed by and construed in accordance to Belgian law.

20.1 Any disputes in connection herewith will be brought before the Dutch speaking commercial courts (*ondernemingsrechtbank*) of Brussels, division Brussels.

Place, date:	_____	_____
		"SCUDI"
		Position
Place, date:	_____	_____
	_____	"Employer"
	_____	Position

Schedule 1– Employee Data

The Employer needs to provide at least the following information with respect to each Participating Employee:

- First name and family name;
- Date of birth;
- Place of birth (country);
- National register number;
- IBAN account number and BIC code relating to the account where the wages are normally paid by the Employer;
- Net Wages;
- Monthly day upon which the wages are paid;
- Whether an Participating Employee is a Deactivated Employee;
- Any other information as reasonably requested by SCUDI

Schedule 2 - SEPA Direct Debit Mandate