

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Unless defined elsewhere in these General Terms and Conditions of Use, each of the following terms has the meaning set forth below:

- **Agreement** means any agreement entered into by Bright Expats with a Client including, but not limited to, agreements regarding the performance of Services;
- **Bright Expats** means Bright Expats SPRL/BVBA, a limited liability company, organized and existing under the laws of Belgium, having its registered office rue de l'Orme 56, 1030 Brussels, Belgium and registered with the Crossroad Bank of Enterprises under number BE0538.892.210;
- **Client** means any third party that enters into Agreements with Bright Expats;
- **Service** means collectively any tools, services or information that Bright Expat provides to the Client (e.g. relocation assistance including house and school search, administrative support, orientation tours, life and career coaching, support for personal, family or professional sensitive aspects of the transition of abroad, etc...).

2. APPLICABILITY

These General Terms and Conditions apply to all Agreements and to all offers/quotations of Services issued by Bright Expats.

The applicability of any other general terms and conditions is specifically excluded.

If any provision of these General Terms and Conditions is null and void, is voided or otherwise proves to be invalid for any reason, the other provisions of these General Terms and Conditions shall remain in full force and effect. Bright Expats and the Client shall consult with each other to agree on substitute provisions which most closely reflect the content and purpose of the void, voided or invalid provision.

In case of a conflict between the provisions of these General Terms and Conditions and the provisions of an Agreement/ offer, the provisions of the Agreement/offer shall prevail.

3. CONCLUSION OF AGREEMENTS

Agreements between Bright Expats and the Client come into effect at the moment Bright Expats has received the signed acceptance of an offer issued by Bright Expats, provided that this acceptance is received by Bright Expats before the expiry date of the offer.

4. PRICE AND PAYMENT

Prices and payment terms of the Services are set out in the applicable Agreement/offer.

Unless expressly stated otherwise, all prices are expressed in EUR and are exclusive of VAT.

Unless expressly stated otherwise, invoices issued by Bright Expats shall be paid by the Client within fourteen (14) days of the invoice date.

Any complaint relating to the invoicing must be sent to Bright Expats by registered mail within seven (7) working days of the date on which the invoice was sent on pain of being null and void. If this does not occur, the invoice shall be deemed to have been accepted.

The Client cannot for any reason, delay or withhold the payment of the invoices issued by Bright Expats. The Client is only permitted to withhold payment or set off payments if its counterclaim in respect of the respective contract is settled by a court or has not been disputed by Bright Expats.

If any payment is not made when due, interest shall be payable by the Client at 15 % rate calculated on an annual basis from the date on which payment was due until date of payment, without any previous formal notice. In addition, Bright Expats also reserves the right (i) to claim a penalty from the Client amounting to 15% of the due amounts, with a minimum amount of 150 EUR, without prejudice to Bright Expats right to claim full compensation for the damage it has suffered and/or (ii) to terminate Agreement with the Client.

5. INTELLECTUAL PROPERTY RIGHTS

Each Party shall respect all intellectual property rights of the other Party or any third party.

Nothing in these General terms and conditions may be interpreted or construed as a transfer of intellectual property rights from one party to the other party. It is prohibited to alienate, pledge or transfer to third parties the intellectual property rights of a party without that party's express consent.

6. LIMITATION OF LIABILITY

Bright Expats will provide the Services on a best effort basis.

If any liability is implied for whatever reason, the liability of Bright Expats shall be strictly limited to direct, typical and foreseeable damages suffered by the Client (excluding, among others, any indirect, incidental, special, consequential or punitive damages, loss of data, of earnings, of profits, of goodwill, of savings, of reputation or of clientele, increase of costs and expenses or any indirect damage and loss) that are the exclusive and direct consequences of a gross and wilful misconduct of Bright Expats. In any case, the maximum liability of Bright Expats will never exceed the value of the Agreement in question.

7. FORCE MAJEURE

In the event Bright Expat or the Client fails to perform an obligation under the Agreement because of a non-attributable shortcoming (hereinafter: force majeure), such party shall not be liable for non-performance.

A situation of force majeure exists if a shortcoming is not the fault of a party, nor if it is accountable by law, legal act or according to generally accepted standards. Circumstances that constitute a situation of force majeure include: labour disputes, power failures, telecommunications infrastructure failures and acts and omissions of suppliers.

Obligations of the parties will be suspended while the force majeure situation continues. If a situation of force majeure lasts longer than thirty (30) days, either party may terminate the Agreement immediately, without compensation, after written notice of such decision.

8. CONFIDENTIALITY

Parties are obliged to keep confidential all confidential information obtained from each other in the course of the Agreement. Information is considered to be confidential if it is designated as such by the other party or if this follows from the nature of the information. User agrees to not disclose the confidential information to third parties and to only use it for the purpose for which it has been made available.

9. SUSPENSION AND TERMINATION

If the Client fails to fulfil one or more of its obligations towards Bright Expats or Bright Expats fears that the Client will not fulfil its obligations (e.g. the insolvency of the Client is requested, the Client participates in debt settlement requests, the Client proceeds to liquidate or dissolve (voluntarily or not) its company, its company is otherwise standstill, its assets are seized and/or a payment arrangement is made with one or more of its creditors, or otherwise creates the impression to be insolvent), Bright Expats is entitled to:

(i) suspend its obligations towards the Client, until the Client has fully complied with its obligations towards Bright Expats, and/or

(ii) dissolve the Agreement completely or partially without judicial intervention by means of a written statement and without being liable in any way towards the Client for damages, costs and interest. Bright Expats has the right to claim full compensation.

10. DATA PROTECTION

The personal data communicated or made available to Bright Expats is processed by the latter in accordance with the EU Regulation 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 (hereinafter referred to as the "EU Regulation") and with the Belgian legislation on the protection of privacy and its implementing decrees.

The Privacy Statement of Bright Expats, which is available at www.brightexpats.com, applies to the personal data that the Bright Expats collects and/or processes for the purpose of offering the Services. The Client acknowledges and agrees that it has read the Privacy Statement of Bright Expats and agrees to its terms.

The Client shall inform his employees of the fact that their personal data are processed with a view to performing the Agreement.

11. COMPLAINTS

Complaints about the execution of the Agreement must be submitted by the Client to Bright Expats fully and clearly described. The time limit for filing a complaint is one month after the Client has found the apparent defects or could have noticed the apparent defects. Failure to submit the complaint causes the Client to lose its rights.

The complaint must be submitted in writing to Bright Expats, Rue de l'Orme 56, 1030 Brussels or via e-mail to: connect@brightexpats.com.

12. NON-SOLICITATION

During the performance of an agreement and for twenty-four (24) months after its termination, the Client shall refrain from contacting or hiring a member of Bright Expats personnel with responsibilities relating to the performance of the agreement without the prior written consent of the Bright Expats.

13. LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with Belgian law.

All disputes arising out of or in connection with this agreement and which the parties were unable to settle amicably shall be subject to the exclusive jurisdiction of the Courts of Brussels.

Acceptance of the order automatically implies acceptance of our general terms and conditions