



# Prosatt General Conditions

## 1. Prosatt Deliverables

- 1.1 Prosatt provides Deliverables in various service delivery models. The most common models are Staffing (see article 11), Services (see article 12), and Solutions (see article 13). Parties can modify these models so that the Services best meet the Client's needs. A combination of different models can also be applied.
- 1.2 Prosatt exercises all care as a prudent and reasonable service provider to achieve the desired result.
- 1.3 Prosatt provides, at its own expense, the general training the Consultant needs to deliver the Services. If the Customer believes the Consultant needs training specific to the Customer, the Customer provides such training at its own expense. Prosatt will invoice the time the Consultant spends on this training.
- 1.4 Prosatt operates independently from the Customer and is never a subordinate of the Customer. However, Prosatt and the Consultants always work closely with the Customer. Therefore, the Customer can give the Consultants reasonable and general guidelines about the Customer's activities. These guidelines can only be instructions that are permitted according to the [Law of 24 July 1987](#). Permitted instructions include:
  - 1.4.1 guidelines on the proper use of the Customer's machines, equipment, goods, and documents;
  - 1.4.2 Instructions on the Customer's regular opening and closing hours. However, these instructions must not influence work hour rules, which are under Prosatt's authority;
  - 1.4.3 feedback and remarks concerning improper or substandard performance of the Services. The Customer cannot impose disciplinary actions on the Consultants, as they are under Prosatt's authority;
  - 1.4.4 instructions directly related to the proper execution of the Services.Customer communicates these instructions directly to the Consultants. This does not entail exercising authority over them.
- 1.5 The Consultant may be an employee of Prosatt, a subcontractor of Prosatt, or a freelance worker. If the Consultant is an employee of Prosatt, then Prosatt always exercises employer authority over the Consultant.

## 2. Expectations towards the Customer

- 2.1 The Customer provides the support and information that the Consultant needs to provide the Deliverables. If there are circumstances that might affect the delivery of the Deliverables, the Customer notifies Prosatt.
- 2.2 The Customer grants the Consultant necessary access to its business premises, hardware, software, systems, and (cloud) environment. The Consultant operates within the Customer's system environment. To this end, the Customer provides a correctly configured laptop to the Consultant free of charge unless otherwise agreed.
- 2.3 The Customer complies with the rules applicable to the supply of the Deliverables. The Customer ensures the necessary permits, approvals, and licenses.
- 2.4 If a member of Customer's team makes a decision or provides an instruction or approval to Prosatt, Prosatt may assume that this person has the authority to do so.

## 3. Pricing and Payment

- 3.1 Each Agreement states the prices for the Deliverables. Prices are exclusive of VAT and other taxes.
- 3.2 Prosatt may adjust its prices if its costs have increased. Prosatt can do this at least once a year, specifically on 1 January. The Parties discuss the price adjustment. If Parties do not reach agreement, Prosatt can apply the following formula:

$$P_n = P_o \times I_n : I_o$$

$P_n$  = new price, i.e. the price from the first day of month n

$P_o$  = old price, i.e. the price as most recently agreed or adjusted

$I_n$  = new Index, i.e. the Index published in month n



$I_o = \text{old Index}$ , i.e. the Index published in in the month when the old price was first applied

**"Index"** means the Agoria Digital index, i.e. the reference salary "Agoria Digital (PC 200)". This Index is published on the Agoria website. If this Index is abolished or significantly changed, Parties will agree on which new Index to apply.

The price adjustment cannot reduce the prices.  $P_n$  will not be less than  $P_s \times I_n : I_s$  (where month  $s$  is the month in which the Agreement starts). Prosatt is not obliged to apply this price revision. When one assignment ends and a new one starts, Prosatt is not obliged to base the prices for the new assignment on the unit prices of the previous assignment.

The above provisions do not apply if Parties have agreed otherwise.

- 3.3 If Prosatt agrees to a rate card, it applies until the end of the current calendar year.
- 3.4 Prosatt may incur additional costs when providing the Deliverables. The Customer reimburses these costs if they are reasonable. This is the case e.g. for travel costs (including parking) or software license fees.
- 3.5 Customer pays Prosatt's invoices in full within 30 calendar days of the invoice date. If the Customer has a complaint about an invoice, it must notify this within 15 calendar days of the invoice date. This must be done in writing and with sufficient detail. If the Customer does not do this, the invoice is deemed accepted. Payment terms are essential. If the Customer does not pay any amount by its due date, it owes late payment interest as specified in the [Law of 2 August 2002](#). In such cases, Prosatt may additionally charge a fixed amount, which equals 10% of the unpaid amount, with a minimum of 125 EUR. The Customer pays all due amounts in full without setoff or withholding.

## 4. Duration

- 4.1 Each Agreement states its duration.
- 4.2 Under certain circumstances, Prosatt may suspend and/or terminate the Agreement. This can occur if:
  - 4.2.1 the Customer commits a substantial breach of the Agreement that cannot be remedied;
  - 4.2.2 the Customer commits a substantial breach of the Agreement that can be remedied but does not remedy the breach within 30 calendar days after Prosatt's notification;
  - 4.2.3 the Customer pays a debt more than 30 calendar days late;
  - 4.2.4 the Customer is declared bankrupt, is involved in a liquidation, loses control over its assets or parts thereof, applies for judicial composition, or becomes the subject of another collective measure taken to protect the Customer against its creditors;
  - 4.2.5 the Customer's financial situation deteriorates to the extent that Prosatt reasonably believes the Customer may no longer be able to fulfil its obligations to Prosatt.

Prosatt can do this for the entire Agreement or part of it. This does not affect any other rights of Prosatt. If Prosatt terminates the Agreement based on this article 4.2, all of the Customer's unpaid debts become due immediately.

## 5. Intellectual Property

- 5.1 Each Party retains the IP it holds before the date of the Agreement. Each Party also retains all rights (including IP) in creations developed afterward. In principle, a Party does not grant rights (including IP or a license) to the other Party on creations developed. The latter unless otherwise agreed.
- 5.2 The Customer grants Prosatt a non-exclusive, irrevocable, global right to use, modify, and reproduce the Customer's creations, regardless of whether they are protected by IP. This right is granted only to the extent necessary for Prosatt to provide the Deliverables.
- 5.3 Prosatt can use the general knowledge, know-how, and skills employed or acquired in executing the Agreement for its benefit or on behalf of third parties, e.g., in future assignments for other Customers, provided it complies with the Agreement's confidentiality provisions.



## 6. Liability

- 6.1 Prosatt's liability in the context of an assignment is limited to the fee the Customer pays to Prosatt for that assignment. The total liability of Prosatt for damages incurred during a calendar year is limited to the fee the Customer pays to Prosatt in that calendar year. In any case, Prosatt's total liability is limited to 250,000 EUR. This applies even if there are multiple claims.
- 6.2 Prosatt is not liable for lost revenues, profits, business opportunities, reputational damage, or any other indirect damage related to the Agreement.
- 6.3 If damage occurs, the Customer must notify Prosatt within four weeks. The notification must detail the damage and contain an instruction for Prosatt to remedy the damage. If the Customer does not do this, its right to compensation lapses.
- 6.4 Prosatt is not liable if it cannot fulfil its obligations due to force majeure. Force majeure are reasons that reasonably are not within Prosatt's control. This includes fire, flood, strikes, labour unrest or other disruptions in economic life, unavoidable accidents, embargoes, blockades, legal restrictions, riots, government measures and pandemic.
- 6.5 Parties have consciously agreed to the liability provisions of this article 6. Prices are based on these restrictions.

## 7. Confidentiality

- 7.1 Information provided by one Party to the other Party within the framework of the Deliverables will be treated as confidential. This also applies to the existence and content of the Agreement. The receiving Party may not disclose this information to third parties. The receiving Party may only use this information for the purpose of executing the assignment.
- 7.2 This confidentiality does not apply in the following exceptions:
- 7.2.1 The information was already publicly available without any breach on the part of the receiving Party;
  - 7.2.2 The information was lawfully and freely in possession of the receiving Party; or
  - 7.2.3 The receiving Party developed the information independently without using the confidential information disclosed by the disclosing Party.
- The receiving Party that claims any of these exceptions must prove that the exception applies.
- 7.3 Confidential information remains the property of the disclosing Party. Receiving confidential information does not grant the recipient any intellectual property or license rights on it.
- 7.4 These confidentiality obligations also apply during the pre-contractual negotiation period and remain in effect for one year after the completion of the Deliverables.

## 8. Non-solicitation

- 8.1 Reserved Individuals may not be solicited. A "**Reserved Individual**" is:
- 8.1.1 a person whom Prosatt has introduced to the Customer for providing the Deliverables (regardless of whether the Customer has retained this person), only if the soliciting takes place less than six months after the person was introduced to the Customer; and/or
  - 8.1.2 a person (whether or not a Consultant) who has been involved in the provision of Services, only if:
    - (i) the soliciting takes place at the time that the person is a team member (e.g. employee, freelancer, or director) of Prosatt or of a subcontractor of Prosatt, or
    - (ii) the soliciting takes place within three months after the person has stopped being such a team member.

**"Soliciting"** means hiring someone (as an employee, freelancer, or otherwise) or approaching someone for this purpose. This hiring may not take place indirectly (e.g. through an affiliated entity or by the Customer's end customer, if any).



This prohibition is valid during the term of the Agreement and for 12 months after its termination. It also applies during the pre-contractual negotiation period.

8.2 If the Customer breaches this prohibition, it will compensate Prosatt for the damage suffered. Both parties agree that the following amounts are a reasonable lump-sum estimate of this damage:

8.2.1 If the Reserved Individual was an employee, the compensation is equal to 13.9 times the last gross monthly salary of this Reserved Individual.

8.2.2 If the Reserved Individual was not an employee, the compensation equals 12 times the amount paid to the Reserved Individual for a month of 18 working days.

## 9. Personal data

9.1 Prosatt may be a processor of personal data as defined by the General Data Protection Regulation (GDPR). In this case, Parties will enter into a data processing agreement. Prosatt is not a processor of personal data when providing Staffing Services.

## 10. Third-party Technology

10.1 Prosatt may use third-party technology (including software, whether or not open source) to provide the Deliverables. Prosatt will inform the Customer in advance about this technology and the contractual conditions of these third parties. These conditions apply. If the third party reserves the right to update its terms and/or prices over time, the updated terms and/or prices are automatically reflected in the Agreement.

10.2 If the Customer uses third-party technology necessary for the delivery of Prosatt's Services, the Customer does so at its own expense and responsibility.

## 11. Staffing

When the Deliverables are provided in the form of Staffing, the following applies:

### 11.1 Prosatt Deliverables

11.1.1 Prosatt always introduces the Consultant to the Customer in advance. There is no probationary period when the Consultant starts up.

11.1.2 There might be occasions when a Consultant is no longer available. For instance, due to the termination of their employment with Prosatt, illness or accident, or another reason. In this case, Prosatt may replace the Consultant with another Consultant of a similar level within a reasonable timeframe. Prosatt notifies the Customer of this immediately.

11.1.3 The Customer may reasonably believe a Consultant is unsuitable for the task. In that case, the Customer notifies Prosatt as soon as possible, explaining why it finds the Consultant unsuitable. Prosatt then takes corrective measures, consulting with the Customer. If the Customer still finds the Consultant unsuitable, both Parties can jointly decide to replace the Consultant. In this scenario, Prosatt replaces the Consultant with another of a similar level within a reasonable timeframe (at least one month).

11.1.4 If a Consultant is replaced, Prosatt makes reasonable efforts to ensure that the replacement Consultant has the necessary Customer information to continue the Services. The Customer cooperates towards the replacement.

### 11.2 Prices and Payment

11.2.1 Staffing Deliverables are charged at a previously agreed unit price (e.g., hourly or daily rate). Prosatt always charges for the actual Deliverables provided. If amounts are stated in an Agreement, these are purely indicative estimates of the expected time spent.

11.2.2 Every price is for Deliverables provided on 8-hour working days (breaks not included) between 07:30 and 18:30. If Deliverables are provided outside this timeframe, the following surcharges apply:



	07h30 – 18h30	18h30 – 24h00	24h00 – 07h30
Workdays	+ 0%	+50%	+ 100%
Saturdays	+ 50%	+50%	+ 100%
Collective closing days	+ 50%	+50%	+ 100%
Sundays / public holidays	+ 100%	+100%	+ 200%

11.2.3 Every month, the Consultant sends a timesheet to Prosatt. This must be done by the last working day of the month (or within five working days after the assignment ends, if this is earlier). Prosatt will invoice monthly based on this performance sheet.

### 11.3 Duration:

If Prosatt carries out an assignment and does not properly comply with Article 11.1, and this has a material negative impact on the execution of the Agreement, the Customer may terminate the assignment. The termination must be done with a written notification. However, the Customer must first put Prosatt in default in writing and give Prosatt a reasonable period to remedy the deficiencies. In any case, the Customer will pay Prosatt for the services that have been provided up to and including the date of termination of the assignment.

## 12. Services

If the Deliverables are provided in the form of Services, the following applies:

### 12.1 Prosatt Deliverables

12.1.1 The Deliverables can be provided within a subscription formula. Parties will then make agreements about the scope of the Deliverables that fall within the subscription and agree on certain service levels.

12.1.2 Furthermore, Customer can also purchase a number of 'tickets' for Deliverables in advance at predetermined unit prices (e.g. man-hours).

### 12.2 Prices and payment

12.2.1 If the Deliverables are provided within a subscription formula, Prosatt charges a fixed amount at the end of each month. Article 11.2.2 applies.

12.2.2 If Customer purchases a number of 'tickets' for Deliverables in advance, Prosatt always charges the Deliverables actually provided. Articles 11.2.2 and 11.2.3 apply.

### 12.3 Duration

12.3.1 If the Performances are provided within a subscription formula for a specific duration, the Performances end automatically at the end of this period. Parties will discuss about a possible extension of the Deliverables three months in advance. If the Deliverables are provided within a subscription formula for an indefinite period, each Party can terminate the Deliverables with a notice period of three months.

12.3.2 If the Customer purchases a number of 'tickets' for Deliverables in advance, these remain valid for 12 months from the date of purchase.

12.3.3 If Prosatt carries out an assignment and does not properly comply with its obligations, and this has a material negative impact on the execution of the Agreement, the Customer may terminate the assignment. The termination must be done with a written notification. However, the Customer must first put Prosatt in default in writing and give Prosatt a reasonable period to remedy the deficiencies. In any case, the Customer will pay Prosatt for the services that have been provided up to and including the date of termination of the assignment.

## 13. Solutions

If the Performances are provided in the form of Solutions, the following applies:



## 13.1 Prosatt Deliverables

- 13.1.1 Prosatt provides the Deliverables in all essential respects according to the agreed specifications.
- 13.1.2 Prosatt can deliver the project using a 'waterfall' method or an 'agile' method. Parties will make clear agreements about this, taking into account the specific characteristics of each method.

## 13.2 Prices and payment

- 13.2.1 The Agreement states the budget for the execution of the project. It clearly describes what is and what is not in the scope of this budget.
- 13.2.2 Prosatt can invoice in instalments. These instalments reflect the actual progress of the project. If the Parties have not agreed otherwise, Prosatt may use the following instalments:
  - (i) 40% of the total price at the time the Parties conclude the Agreement;
  - (ii) 40% when Prosatt delivers a first phase; and
  - (iii) 20% at the time of acceptance of the entire project.

If the actual progress of the project justifies Prosatt invoicing earlier, Prosatt may use other instalments.

## 13.3 Duration

- 13.3.1 The Agreement states the timing for the execution of the project. Prosatt makes reasonable efforts to comply with the agreed timing. Parties consult in good faith about adjusting the timing in the following cases:
  - (i) if changes are made to the agreed specifications;
  - (ii) if Customer does not comply with obligations under the Agreement (e.g. if the Customer does not provide certain data on time); and
  - (iii) if delays are due to third parties involved in the execution of the Performances.

## 14. Other provisions

- 14.1 These Prosatt Conditions are part of the Agreement. They also apply to the non-contractual relationship between the Parties. They also apply during the pre-contractual phase. The Customer's conditions do not apply. Articles of the Agreement may conflict with the Prosatt Conditions. In such case, the articles of the Agreement prevail.
- 14.2 Prosatt may engage subcontractors at its own responsibility to provide the Deliverables.
- 14.3 Prosatt can deliver and sell the same or similar Deliverables other customers. The Customer never has an exclusive right to certain Deliverables.
- 14.4 Prosatt may mention the Customer as a reference in its marketing material. In doing so, Prosatt can use the name and logo of the Customer. Prosatt always informs the Customer in advance. If the Customer is satisfied with the Performances, Prosatt can request a short testimonial from the Customer.
- 14.5 The Parties can sign the Agreement in one or more copies. Each copy is an original document, and all documents together constitute one and the same instrument. The parties can also sign the Agreement with an advanced or qualified electronic signature. Any amendment requires an addendum to the Agreement, which must be signed by both Parties.
- 14.6 If a provision is considered unlawful, invalid, or unenforceable under applicable law, the remaining provisions of the Agreement remain lawful, valid, and enforceable. The relevant provision remains binding to the extent permitted by law and is limited to its maximum valid scope. The parties will also negotiate in good faith to replace the unlawful, invalid, or unenforceable provision with a provision that is lawful, valid, and enforceable and that comes as close as possible to the economic and financial intent of the original provision.
- 14.7 The Agreement is governed by Belgian law. The courts in Antwerp (Belgium) have jurisdiction to hear disputes relating to the Agreement that the Parties cannot resolve amicably. This also includes questions about the existence, validity, or termination of the Agreement.



## 15. Definitions

In this document, the following definitions apply:

Consultant	a person appointed by Prosatt (or a subcontractor of Prosatt) and called upon to provide Deliverables
IP	intellectual and industrial property rights, including copyrights, neighbouring rights, trademarks, trade names and logos, designs and models, patents, database rights, and software
Services	specifically defined Deliverables delivered at pre-agreed service levels. Only Prosatt is responsible for the selection and management of the Consultants who provide the Deliverables
Agreement	the offer and/or agreement between the Parties concerning the Deliverables
Parties	Prosatt and the Customer
Deliverables	the deliverables that Prosatt provides to the Customer
Prosatt Conditions	these Prosatt general conditions
Solutions	Solutions or projects aim to deliver a specific result to the Customer within an agreed timeframe. Only Prosatt is responsible for the selection and management of the Consultants who provide the Deliverables
Staffing	the Deliverable consisting of Prosatt deploying one or more individual Consultants for the Customer, with the Customer being responsible for the composition and management of the team to which the Consultant belongs