

NxtPeople General Terms and Conditions (effective April, 2023)

These Terms and Conditions apply to your use of the Services provided by NxtPeople. By using this Service, you agree to be bound by these Terms and Conditions and you agree that no other terms and conditions will apply unless agreed to in writing between you and NxtPeople.

NxtPeople NV ("NxtPeople", "We", "Us", "our") is a Belgian company headquartered at Wolvenstraat 23, 8500 Kortrijk, and is registered with the Crossroads Bank for Enterprises under the company number 0439.600.535. Our contact information can be found on our website, www.nxtpeople.com.

You may be addressed as "You," "Client," or "your".

NxtPeople and the Client may be referred to as "Party" or "Parties" separately or collectively.

1. DEFINITIONS

- **Services:** the software applications as indicated in the order form, as well as all related performances and functionalities provided by NxtPeople, including Platform management, availability, and operation.
- **Platform:** the digital environment through which the Services will be delivered.
- **Software:** the computer program that is part of the Services and is installed on the Platform.
- **Article:** an article of these Terms and Conditions.
- **Account:** a user account that allows the Client to access and use the Services. This includes both Admin Accounts and User Accounts.
- **Account Information:** the Client's login and password required to access and use the Services.
- **Admin Account:** the Client's Account used to manage the Client's use of the Platform and all Client's User Accounts (administration rights). An Admin Account can have full administrator rights ("full admin"), full administrator rights on no more than one project ("limited access admin"), or only view and check in/out rights ("view only admin").
- **User Account:** the Account that is accessible to the Client's Platform users, with each individual user having a separate account with personal Account Information.
- **Agreement:** the order form accepted and signed (whether or not electronically) by NxtPeople, as well as the specific conditions stipulated therein and in the general terms and conditions of NxtPeople related thereto, or any specific agreement signed (whether or not electronically) by NxtPeople that contains explicit arrangements.
- **Data:** any and all data, text, works, and materials uploaded, stored, or made available by the Client on the Platform, transmitted to the Platform, or supplied by the Client to NxtPeople for uploading to, transmission by, or storage on the Platform, or generated by the Platform and/or NxtPeople as a result of the Client's use of the Services.
- **Intellectual Property Rights:** all intellectual property rights, whether or not registerable and whether or not registered, wherever in the world, including but not limited to any copyrights, rights in logos, inventions, trade secrets and know-how, design rights, patents, trademarks, database rights, all rights in computer software and data, and all intangible rights with respect to the foregoing, including any approved registrations and applications for registration, including any right to apply for registrations of, and applications for, any of these rights recognized in any country or jurisdiction in the world, currently existing or hereafter arising.
- **Offer:** a proposal of NxtPeople to the Client with a description of the Services that will be provided by NxtPeople.
- **Personal data:** the data as defined in EU Regulation 2016/679 (General Data Protection Regulation).
- **Key User:** one natural person within the Client's organization who has been explicitly authorized by NxtPeople to provide first and second line support for the Platform's use, both internally within the Client's organization and externally to the Client's customers.
- **Tenant:** a distinct environment within the Platform created for the Client.

2. THE ACCEPTANCE OF THE AGREEMENT

2.1. In case of conflict between these General Terms and Conditions and the Offer, the Offer shall take precedence over these General Terms and Conditions.

2.2. NxtPeople's Offers and quotations are without obligation and do not bind NxtPeople in any way. Each Offer is only valid for thirty (30) days. Offers and quotations shall be subject to these General Terms and Conditions.

2.3. A Client-placed order does not bind NxtPeople. A binding agreement shall be formed between the Parties only when a specific agreement or an Offer/order accepted by the Client is signed (whether or not electronically) by a person of NxtPeople expressly authorized thereto. NxtPeople's sending of an invoice shall be deemed to be written acceptance of the order in question by NxtPeople.



3. SERVICES

3.1. NxtPeople grants the Client access to and the right to use the Services, subject to the agreed upon terms and conditions and the timely payment by the Client.

3.2. For the duration of the Agreement, the right to access and use the Services is granted to the Client on a worldwide, non-exclusive, non-sublicensable and non-transferable basis.

3.3. Services intend to facilitate some aspects of the Client's status as an employer. NxtPeople will never take on tasks from the Client associated with that status. In its capacity as an employer, the Client must always be responsible and accountable to its employees and third parties. The Client will continue to fulfill its legal obligations to its employees. NxtPeople provides support to its Clients through the Services, but does not take their place. There is no (legal) relationship formed between NxtPeople and the Client's employees as a result of the provision of the Services.

3.4. Other than as described on our website or in documents issued by NxtPeople, the Services are provided "as is", without any guarantee of a specific application, merchantability or fitness for a particular purpose.

3.5. The Client gains access to the Services by entering its Account Information. The Account Information may only be used by the Client and may not be shared with any other companies, affiliated or not.

3.6. NxtPeople may engage the services of a third party, including but not limited to hosting service providers, and is not required to obtain prior approval from the Client.

4. RESPONSIBILITIES OF THE CLIENT

4.1. The Client must always keep its Account Information private. Account Information should only be shared with employees who will be using the Services. Client will take reasonable technical and organizational measures to protect the Account Information. The Client will notify NxtPeople of the measures taken at the first request. The Client is responsible for any damage caused by unauthorized use of Account Information.

4.2. The Client is required to immediately report any loss or theft of their Account Information to NxtPeople. NxtPeople may block the Account Information in such a case.

4.3. The Client is responsible for all hardware and software required to access the Services. The Platform is designed to work with the most common computer systems. It is the Client's responsibility to determine whether the Platform and Software are compatible with the Client's browsers and systems, and to seek information in this regard from NxtPeople if necessary.

4.4. The Client will immediately notify NxtPeople of any faults, limitations, or problems with the Platform.

4.5. The Client is responsible for the use of the Platform by any of its employees (Platform users).

5. PAYMENT

5.1. The Client must pay a fee in accordance with the terms of the Agreement or if not specified in the Agreement, the price list available on our website or as provided upon individual request. The prices are exclusive of VAT and will be paid in euro. Text message (SMS) usage by the Client will be charged separately at 0.10 EUR per text message. The fee for text message usage is never included in the price of the Client's chosen subscription. If the Client is only testing the Platform or Services, the fee for text messages must also be paid.

5.2. Unless the Parties expressly agree otherwise, all recurring fees will be charged on a quarterly basis. Any alternative invoicing arrangements (e.g., monthly invoice) will have no effect on the fact that recurring fees are calculated and charged on a quarterly basis. NxtPeople setup costs will be invoiced within 30 days after delivery of the setup. Fees are not refundable and shall not be credited, regardless of the Client's potential lower usage and even if these fees are in relation to an Agreement entered into for multiple years.

5.3. In the event that a fee or an invoice is not paid within the specified time frame, NxtPeople will be entitled by operation of law to the interest in accordance with the Belgian law of August 2nd, 2002 on combating late payment in commercial transactions. In the event that a fee or an invoice is not paid on time, the outstanding balance of all payable invoices may be collected by a third party. The Client will be responsible for all associated costs.

5.4. The grant of discounts to Client is subject to the timely payment of amounts due. In the event of non-payment or late payment, NxtPeople reserves the right to cancel the discounts granted to the Client and demand payment for the amounts associated with these cancelled discounts.



5.5. We reserve the right, without prior notice, to suspend the provision of our Services and the Client's access to the Platform if the Client fails to meet any of its obligations to us, including but not limited to failing to pay our invoices on time. If the Client's access to the Platform is blocked or suspended due to non-payment, a fee of 250.00 EUR will be charged to reactivate the access. NxtPeople will only begin providing its Services after the applicable fee has been paid.

5.6. If our invoices are not protested within fourteen (14) calendar days of the invoice date, they are considered final. A protest of an invoice will only be considered if it is communicated in writing by registered letter to NxtPeople's registered office or by e-mail to collections@nxtpeople.com or legal@nxtpeople.com. Any invoice protest must include at least the following information: (i) the invoice date and number; (ii) the portion of the invoice being protested; and (iii) an explicit justification for the protest.

5.7. NxtPeople may change the fee on its own initiative in function of a change in labour costs (including wages, energy costs and costs of (raw) materials) in accordance with the Agoria Digital Index. In the event of an increase in the prices of labour costs, NxtPeople reserves the right to increase the part of the fee relating to such labour costs accordingly, up to a maximum of eighty per cent (80%) of the total fee. If the fee increases, the Client has the right to terminate the Agreement with a one (1) month notice period. The Client must submit such termination in writing or communicate with NxtPeople via e-mail within fifteen (15) days of the fee increase being published or disclosed.

6. RIGHTS TO INTELLECTUAL PROPERTY

6.1. NxtPeople owns the Intellectual Property Rights to the Services and the Platform in their entirety. In no way does signing this Agreement imply that NxtPeople is transferring Intellectual Property Rights to the Client.

6.2. If NxtPeople develops additional functionalities, interconnections, modifications to the Platform or other components at the Client's request (whether or not for a fee) or the Client does so (notwithstanding any prohibition), any Intellectual Property Rights that may arise from such development shall be the exclusive property of NxtPeople. The Client shall perform all formalities that may be required in this regard at NxtPeople's first request (if any). The Client shall not have any exclusivity over the outcome of any development.

6.3. The Client owns the Intellectual Property Rights that remain on the Data. The Client grants NxtPeople permission to use the Data in order to provide the Services and meet its obligations under these Terms and Conditions and the Agreement.

7. DATA

7.1. Data remains the Client's property at all times. NxtPeople will use the Data only in accordance with the Terms and Conditions and the Agreement.

7.2. If the Data infringes on the rights of third parties (including but not limited to copyrights) or is prohibited by law (including but not limited to racist or defamatory data), the Client must immediately notify NxtPeople and delete the Data in question. In any case, upon NxtPeople's request, the Client must delete the infringing Data. NxtPeople has the right, but not the obligation, to delete the Infringing Data. NxtPeople shall not bear any responsibility or liability for any damage caused by the Data.

7.3. The Client is responsible for ensuring that the Data is free of errors, computer viruses, bugs, or other flaws that could jeopardize third-party data on the Platform or the Platform itself.

7.4. After the Agreement is terminated, NxtPeople will cause the Data to no longer refer to an identified or identifiable natural person and to be anonymized, so that the person concerned is no longer identifiable. NxtPeople is entitled to use this anonymized data for statistical and analytical purposes, including but not limited to the improvement of its Services and the development of new services, even after termination.

8. DATA PROCESSING

8.1. NxtPeople will act as a processor in the processing of Data on the NxtPeople platform, including Personal Data, in accordance with the European Regulation of April 27, 2016 on the protection of privacy in relation to the processing of personal data ("General Data Protection Regulation"). For the purposes of processing Personal Data, the Client will act as the controller. Unless otherwise specified in these Terms and Conditions, NxtPeople will not process your Personal Data for any purpose other than the provision of Services. Unless otherwise specified, we will only process these Personal Data at your request, in the context of the Agreement, and for the duration of the Agreement.

8.2. The Client is responsible for its obligations as a controller of Personal Data under the GDPR regulation.

8.3. NxtPeople confirms that it complies with its obligations as a Personal Data Processor under the GDPR regulation. This includes, where possible, pseudonymization and encryption of Personal Data, as well as technical and organizational measures for Personal Data processing.



8.4. To allow NxtPeople to provide the Services, the Client and/or the natural persons for whom the Client acquired the Services (users of the Platform) will submit at least the following Personal Data: name, address, e-mail, phone number, bank account number, place and date of birth, and profile picture (non-exhaustive).

8.5. If the Client transfers Personal Data concerning health to NxtPeople via the Platform, the Client must explicitly notify NxtPeople in writing.

8.6. NxtPeople may, but is not required to, rely on a third party for the processing of Personal Data, in accordance with Article 3.7 of these Terms and Conditions. This third party will be referred to as a sub-processor. NxtPeople will ensure, to the greatest extent possible, that this sub-processor provides adequate guarantees in terms of technical and organizational security measures for the processing of Personal Data. You consent to the use of such sub-processor.

8.7. NxtPeople may use your anonymized Personal Data for statistical and analytical purposes.

8.8. NxtPeople will retain Personal Data for the duration of the Agreement. The Personal Data will be deleted or anonymized following the termination of the Agreement, in accordance with Article 5.4 of these Terms and Conditions.

8.9. NxtPeople will notify the Client as soon as reasonably possible if any of the following occur:

- a competent government agency's investigation, summons, or request for inspection or control;
- intention to disclose Personal Data to a responsible authority;
- detection of a data breach or reasonable assumption of a data breach.

NxtPeople will immediately take appropriate measures in the event of a data breach. Furthermore, NxtPeople will provide the Client with all relevant data breach information. NxtPeople will provide full cooperation to the Client in order to address the data breach as efficiently as possible.

8.10. For information on users' rights in relation to Personal Data, please see our privacy statement, which can be found on our website.

9. CONFIDENTIALITY

9.1. The Parties undertake to keep all Confidential Information of the other Party confidential during the Agreement and for a period of five (5) years thereafter.

9.2. The Receiving Party shall only use the Confidential Information of the disclosing Party for the performance of its obligations under the Agreement.

9.3. If the Receiving Party becomes legally obliged to disclose Confidential Information of the disclosing Party, it shall promptly notify the disclosing Party and shall not incur any liability for such disclosure.

9.4. Upon termination of the Agreement, the Parties shall destroy all Confidential Information of the other Party.

10. UPDATES (MODIFICATIONS TO THE SOFTWARE)

10.1. NxtPeople may perform updates and/or modifications to the Platform on its own initiative. These modifications and/or updates are performed automatically, without the Client's intervention, so that the Client always has access to the most recent version.

10.2. Updates and/or modifications are considered to be part of the Platform and are subject to these Terms and Conditions.

10.3. Updates and/or modifications may have an impact on the Platform's functionality and availability. NxtPeople will make reasonable efforts to reduce the impact.

11. AVAILABILITY (SERVICE LEVEL)

11.1. NxtPeople makes every effort and will make every reasonable effort to enable the Platform to be available to Clients 99% of the time (calculated from midnight on the first day of the month until midnight on the last day of the month). This is a means obligation, not a result obligation. NxtPeople is responsible for measuring uptime and may use any reasonable methodology in doing so. Info@nxtpeople.com can be contacted for information on the previous month's uptime.



11.2. The Parties agree that NxtPeople will in any case not be held liable for the Platform's unavailability as a result of:

- Force majeure in the broadest sense and all other circumstances beyond NxtPeople's reasonable control, including but not limited to social conflicts, power network interruptions (blackouts), cyberattacks, telecommunication network interruptions and interruptions of hosting providers or social media;
- third-party circumstances, including those attributable to NxtPeople's service providers;
- circumstances caused by the Client;
- a problem with or failure of the Client's computer systems or networks;
- Platform maintenance (including updates and adjustments).

11.3. The Client acknowledges that, in terms of software development, flawless operation of a computer configuration (the ensemble of hardware and software) can never be guaranteed, and that this, as well as certain cases of force majeure or malicious intent (hacking, denial of service, etc.), can result in the loss of (even all) of the Client's programs and/or Data. As a result, the Client agrees to take all precautionary measures deemed necessary to limit the consequences of such events, so that the consequences of such events are considered circumstances attributable to the Client.

11.4. NxtPeople will notify the Client at least 24 hours in advance of scheduled Platform maintenance (including updates and adjustments).

12. SUPPORT AND HELP DESK

12.1. NxtPeople provides a help desk and support to the Client.

12.2. NxtPeople will provide basic level of support, which will only constitute a best effort obligation on NxtPeople's part. Any additional support will be billed on a time and material basis.

13. KEY USER

13.1 The Key User provides "first-line support" and "second-line support" internally within the Client's organization and externally to the Client's clients who use the Platform within the framework of the Client's simple and normal service provision. Only NxtPeople is authorized to provide "third-line support," which includes all assistance requiring technical adjustments or technical operations.

13.2 The Client may have a natural person recognized as a Key User only if the Client subscribes to the Key User onboarding (during setup of NxtPeople) for that specific natural person and correctly pays the recurring fee. If the Client fails to pay the above-mentioned fee correctly and on time, the natural person's recognition as a Key User will be automatically revoked.

13.3 Recognition as a Key User can only be obtained and maintained if the natural person in question attends the NxtPeople-organized trainings and courses. Only the Key User is permitted to attend NxtPeople-organized trainings and courses for this purpose.

13.4 If the Client has a Key User, NxtPeople will only provide support to the Key User, who will then be responsible for communicating such support within the Client's organization.

14. TERMINATION AND DURATION

14.1. Unless NxtPeople and the Client expressly agree otherwise in writing, each Agreement regarding the use of the Services and the Platform is entered into for a fixed term of one (1) year. Unless terminated by either Party within three (3) month of the expiry of the then-current term, the Agreement will be automatically renewed for successive one-year periods. If the Client enters into the Agreement for use of the Services and the Platform for a fixed term other than the abovementioned one (1) year term, the Agreement will be renewed for successive periods of one (1) year if one of the Parties does not terminate the Agreement with a three (3) month' notice period before the expiry of the then current term. Pilots are exempt from this clause.

14.2. If the Client fails to fulfill its obligations under the Agreement (except in cases of fraud or gross or intentional negligence or misconduct), NxtPeople will serve the Client with a notice of default without any formalities. Following the formal notice, the Client has fifteen (15) days to comply with its contractual obligations. Failure to do so will be considered gross negligence in the Client's case.

14.3. NxtPeople reserves the right to terminate the Agreement immediately and without notice or compensation, in the event: (i) of fraud or gross or intentional negligence or misconduct by the Client; (ii) the Client has filed for bankruptcy or has been taken to court in connection with its bankruptcy; (iii) the Client has lost the free disposal of its (personal) assets; or (iv) the Client is suspected of, is under investigation for committing and/or has committed fraud.



NxtPeople retains ownership of the fees already paid, including those related to the remaining term of the Agreement.

14.4. The access and usage rights relating to the Services and the Platform granted to the Client under this Agreement shall automatically cease upon termination of the Agreement. NxtPeople's obligation to provide further Services to the Client under this Agreement shall terminate immediately, except for such Services expressly provided after the expiry or termination of this Agreement.

15. THE CLIENT'S IRREGULAR USE

15.1. If the Client uses services other than or in addition to the Services mentioned in the Agreement, NxtPeople will automatically be entitled to charge an additional fee/compensation in accordance with the rates mentioned in the Agreement or the then current rates applicable to the services concerned.

15.2. The Client confirms and accepts that each individual Admin Account may only be assigned to one individual natural person and that an Admin Account may not be used by multiple natural persons unless prior and written consent of NxtPeople is obtained. An Admin Account is associated with the personal e-mail address of the natural person concerned within the Client's organization. An Admin Account may not be linked to a general e-mail address of the Client's organization unless explicitly agreed upon in writing. If NxtPeople discovers that an Admin Account is being used by multiple natural persons within the Client's organization, NxtPeople will be entitled to an additional fee/compensation for the number of additional de facto Admin Accounts in accordance with the rates applicable to the Client's chosen pack.

15.3. An Admin Account may be linked to the Client's general e-mail address (e.g. info@client.com, department@client.com, etc.) if the Client receives NxtPeople's explicit consent. In such a case, the Client must notify NxtPeople of the number and identity of natural persons within its organization who have access to the Admin Account in question. This information should be provided before, or as soon as, the Admin Account is activated, and on a regular basis whenever the number or identity of the natural persons using the Admin Account changes. Unless otherwise agreed in writing, each natural person who uses an Admin Account linked to a general e-mail address will be charged as an individual Admin Account. If the Client fails to (on time) notify NxtPeople of the number and identity of the individual natural persons actually using the Admin Account linked to a general e-mail address, NxtPeople will be entitled to a fee/compensation for three (de facto) Admin Accounts, regardless of NxtPeople's right to demonstrate a higher number of de facto Admin Accounts.

15.4. Each Account and Tenant is subject to the fair and reasonable usage principles. If NxtPeople discovers that the usage associated with an Account clearly exceeds the principles of fair and reasonable usage, NxtPeople may charge additional Accounts in accordance with the actual usage for the entire contract year(s) concerned.

15.5. Unless expressly agreed otherwise in writing, the Client is not permitted and expressly prohibited from reselling (whether in its own name and on its own behalf) the Services, Software and/or the usage- and access rights granted. Furthermore, the Client may not grant sub-licenses, transfer, or share its access rights. Unless expressly agreed otherwise, the Client may only use the Services for internal business purposes within its organization or for the simple organization of its own services to its own clients (against payment or not). The Client is not permitted to re-offer or resell the Services and/or the Platform to third parties in order for this third party to use the Services and/or Platform independently (e.g. for its internal organization).

15.6. Without prejudice to NxtPeople's right to terminate the Agreement with immediate effect for fraud, gross or intentional negligence or misconduct, NxtPeople will be entitled to a fixed compensation of 38,000.00 EUR (excl. VAT) in the event of a breach of this Article 15 automatically and without prior notice.

15.7. In the event of a breach of Article 15 of these Terms and Conditions, NxtPeople may, without prejudice to Article 15.6 of these Terms and Conditions, decide to offer the Client a partnership agreement (reseller agreement) for the future. NxtPeople is not required to offer such an agreement and may choose not to offer such an agreement at its discretion.

15.8. NxtPeople is permitted (to establish control mechanisms in order to) check and monitor (whether or not by automated means) the Client's actual usage and determine whether or not the actual usage is in accordance with the Agreement. In the event of a manual inspection, the Client must cooperate fully.

16. LIABILITY

16.1. Except in cases of fraud or willful misconduct on NxtPeople's part, NxtPeople cannot be held responsible or liable for compensation for intangible, indirect, or consequential damages, including (but not limited to) loss of profits, loss of revenue, loss of income, restrictions on production, administration or staff costs, an increase in general costs, loss of clientele, or third-party claims.

16.2. In no event shall NxtPeople be liable to pay compensation in excess of the fee(s) paid by the Client to NxtPeople in the twelve (12) months preceding the accident.



16.3. Client must indemnify and hold NxtPeople, as well as all third parties appointed by NxtPeople to perform the Services, harmless for any damage (including, but not limited to, compensation for legal costs and attorneys' fees) caused by the Client's breach of its contractual obligations. In such a case, the Client will also assist NxtPeople in any legal proceedings that may arise.

17. NON-SOLICITATION

17.1. The Client agrees that it will not (attempt to) actively approach NxtPeople employees, either directly or indirectly, with the intent of hiring them. This obligation will remain in effect for twelve (12) months after the Agreement is terminated.

17.2. In the event of a violation of Article 17.1, NxtPeople will be entitled to a fixed compensation of 25,000.00 EUR, without prejudice to the right of NxtPeople to demonstrate a higher damage.

18. BACK TO BACK

18.1. If the Client requests that NxtPeople collaborates with a third party or uses the services of a third party, NxtPeople may require that the corresponding contract be entered into directly by the Client and that the third party's invoices be sent to and paid by the Client.

18.2. If NxtPeople enters into a contract with a third party at the Client's request, the Client will pay the third party's invoices on NxtPeople's behalf and for the account of NxtPeople at NxtPeople's first request. The Client agrees to hold NxtPeople harmless for any and all claims from such third parties, including any claims for invoice payment.

18.3. NxtPeople is not responsible for, and cannot be held liable for, the services provided by the third party appointed by or at the Client's request (irrespective of the question whether the third party contracted directly with the Client).

18.4. NxtPeople reserves the right to charge the Client for any assistance requested by third parties appointed by the Client (irrespective of the question whether the third party contracted directly with the Client).

19. GENERAL PROVISIONS

19.1. The Client grants NxtPeople permission to use the Client's name (including the Client's trademark and logo) in marketing materials and on its website for reference purposes.

19.2. NxtPeople reserves the right to unilaterally amend these Terms and Conditions. We will notify the Client of such changes via e-mail, software messages or invoices. These modified Terms become effective thirty (30) days after publication or notification of the modified Terms and Conditions. If the adjustment affects the essential elements of this Agreement, the Client may terminate the Agreement in writing, within fifteen (15) days of the publication or disclosure of the modified Terms and Conditions. The modified Terms and Conditions will not apply during this notice period..

19.3. NxtPeople may ask the Client to confirm acceptance of (changes to) the Terms and Conditions by ticking a check box via the Platform. The Client confirms that each Admin Account may confirm acceptance on behalf of the Client (irrespective of the capacity of the natural person using the Admin Account concerned).

19.4. If any provision of these Terms and Conditions is held to be illegal, invalid, or unenforceable, in whole or in part, under any applicable law, that provision (or the affected part of this provision) is deemed not to form part of these Terms and Conditions, and the legality, validity, or enforceability of the remainder of these Terms and Conditions (and the other part of the provision) is unaffected. In such a case, each Party shall use its reasonable best efforts to immediately negotiate and implement a valid replacement provision with an economic effect that is as close to that of the invalid, void, or unenforceable provision as possible.

19.5. The Client acknowledges and accepts that any change in NxtPeople's ownership or management cannot result in the termination of the Agreement and/or these Terms and Conditions.

19.6. Belgian law governs these Terms and Conditions.

19.7. On disputes relating to these Terms and Conditions, the courts of Gent, district of Kortrijk, have exclusive jurisdiction.

