



— Annex 2 —

D Soft

Terms of Payment

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The Terms of Payment are summarized below and apply to the contractual relationship between D Soft and the Customer. Except where indicated to the contrary, any order implies acceptance by the Customer of D Soft's full Terms of Payment. These Terms of Payment apply to the contractual relationship between D Soft and to all negotiations, orders, quotations, as well as to all other Agreements between D Soft and the Customer, unless the parties have expressly agreed otherwise. These Terms of Payment replace all previous proposals and Agreements.

1. Price

- 1.1 Prices for D Soft's services are stated in the Agreement between D Soft and the Customer. The Customer shall pay the agreed prices.
- 1.2 All prices and other rates are exclusive of VAT and exclusive of any other government levies that are for the account of the Customer.
- 1.3 The billing of costs shall be made monthly/quarterly/semi-annually or annually, whether in advance or not, at the option of D Soft or to be agreed upon separately between D Soft and the Customer.
- 1.4 If the Customer fails to fulfil his payment obligations, or meets them incompletely or belatedly, he shall be liable, ipso jure and without notice of default, for interest on arrears equal to the reference interest applicable at that time (Law 2 August 2002) until the day of full payment, plus a compensation clause of 15% of the outstanding balance, with a minimum of €125. In this case, D Soft shall be entitled to block access to its services.
- 1.5 The Customer shall also reimburse D Soft for all collection costs incurred by D Soft, including the fees and expenses of lawyers and technical advisers, as a result of a contractual breach by the Customer.
- 1.6 D Soft reserves the right to change the cost of its services subject to prior written notice to the Customer. Unless otherwise notified by the Customer, the new prices shall take effect upon expiry of a period of fourteen days from the date of dispatch of the aforementioned written notice.

2. Payment term

- 2.1 The term of payment shall always be 30 days after the invoice date unless another term has been agreed upon by mutual agreement.

3. Notifications

- 3.1 Notifications should be addressed to:
 - D Soft, the registered office or the place of business,
 - the Customer: the address provided by the Customer or the registered office of the Customer.
- 3.2 Any notification, invoice or other notification pursuant to the Agreement between D Soft and the Customer shall be made in writing and delivered in person, or sent by prepaid post, registered letter or fax to the address and for the attention of the other party.

4. Legal provision

- 4.1 The Agreement between D Soft and the Customer is governed by Belgian law. In case of dispute, the Courts of Ghent shall have jurisdiction.