

# GENERAL TERMS AND CONDITIONS

Belgium

## 1. Definitions

Except to the extent that the context requires otherwise, the following words and expressions shall have the meanings stated below:

- (i) **“Client”** means the Party named in the Contract for the benefit of which the Services are provided;
- (ii) **“Consultant”** means IMDC nv, (Van Immerseelstraat 66, 2018 Antwerp Belgium - VAT BE 0422 376 305) and its legal successors and permitted assignees;
- (iii) **“Consultant’s Proposal”** means the document(s) detailing the Services, the financial conditions, the time schedule as well as any other conditions proposed by the Consultant;
- (iv) **“Contract”** means the agreement between the Parties consisting of the documents set out in clause 3;
- (v) **“Data Protection Regulations”** means the General Data Protection Regulation (EU) n° 2016/679 (**“GDPR”**), as may be amended from time to time, and all regulations, national laws relating to the protection of personal data applicable to carrying out the Services;
- (vi) **“Force Majeure”** means an exceptional event or circumstance (a) which is beyond a Party’s control, (b) which, having arisen, such Party could not reasonably have avoided or overcome, and (c) which is not substantially attributable to the other Party. Force Majeure may include but shall not be limited to exceptional events or circumstances of the kind listed below as long as the conditions (a) to (c) here above are satisfied: war, hostilities, rebellion, revolution, insurrection, riot, pandemics, quarantine, and/or natural catastrophes such as earthquakes, hurricanes, typhoons, or volcanic activity;
- (vii) **“General Terms and Conditions”** means the present general terms and conditions;
- (viii) **“Intellectual Property Rights”** has the meaning assigned to that expression in clause 13 of the present General Terms and Conditions;
- (ix) **“Materials”** means any and all of the materials to be delivered to the Client for the performance of the Services, on paper or by electronic means or any other design, report, model, method of calculation, database, data included in a database, architecture of a database, prototype, project technical specifications, manual, software and original work developed in conjunction with the foregoing, preparations, creation, study, research, experiment, invention, estimates, working methods, drawings, memos, calculation sheets, or any other materials to be delivered to the Client for the performance of the Services;
- (x) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them;
- (xi) **“Personal Data”** means all personal data as defined in the GDPR;
- (xii) **“Project”** means the project for which the Services are to be provided;
- (xiii) **“Project Site”** means the place(s), other than the Consultant’s offices, where the Project is to be realised or where the Services are to be rendered;
- (xiv) **“Remuneration”** means the fee, determined in the Consultant’s Proposal and/or in the

Special Conditions, to be paid by the Client to the Consultant for the Services;

- (xv) **“Services”** means the services to be performed by the Consultant, as specifically defined in the Consultant’s Proposal and/or in the Special Conditions;
- (xvi) **“Special Conditions”** means any additional conditions to and/or derogations from the present General Terms and Conditions, as agreed by the Parties in writing;
- (xvii) **“Third Party”** means any person or entity other than the Client or the Consultant, as the context requires;
- (xviii) **“Working Day”** means a day (other than a Saturday or a Sunday) on which banks are open in the country(ies) where the Services shall be performed;
- (xix) **“Works”** means all the works, other than the Services, to be carried out for the completion of the Project under the contract(s) that the Client has concluded with Third Parties.

## **2. Applicability**

Unless otherwise agreed in writing by the Consultant, these General Terms and Conditions shall apply to all Services and/or Materials provided by the Consultant to the Client in the framework of the Project.

No deviation or derogation from these General Terms and Conditions shall be admitted unless expressly agreed by the Parties in writing in the Special Conditions and/or the Consultant’s Proposal, and such deviation or derogation shall in any event only be applicable to the specific quotations, deliveries and services in respect of which it has been expressly agreed upon.

Any terms and conditions of the Client transmitted before or after the conclusion of the Contract shall not apply.

## **3. Contractual documents**

The Contract consists of the following documents listed in decreasing order of precedence:

- the Special Conditions, if any;
- the Consultant’s Proposal and the annexes thereto; and
- the present General Terms and Conditions.

The Contract contains the entire agreement of the Parties with regard to the subject matter to which it refers and contains everything the Parties have negotiated and agreed upon within the framework of the Contract. It replaces and annuls any agreement, communication, offer or correspondence, oral or written, previously exchanged or concluded between the Parties and referring to the same subject matter.

In case of inconsistencies, errors, omissions, discrepancies, ambiguities, inadequacies or conflicts in or between the contractual documents listed above, the above order of precedence shall be applied.

## **4. Entry into force, Commencement and Completion of the Services**

### **4.1 Entry into force**

The Contract shall be effective as from the earliest of the following dates:

- the date on which the Client returns the Consultant’s Proposal (and/or, where applicable, the Special Conditions) duly signed for acceptance; or

- the date on which the Client instructs the Consultant in writing to commence the performance of the Services in accordance with the Contract and the Consultant accepts to commence the performance of the Services.

## **4.2 Commencement**

The performance of the Services shall start (i) on the date indicated in the Consultant's Proposal and/or in the Special Conditions, or (ii) if no date is indicated in the Consultant's Proposal and/or in the Special Conditions, ten (10) calendar days after the Contract becomes effective in accordance with clause 4.1 here above.

## **4.3 Time for Completion of the Services**

The Services shall be considered completed at the time or within the period stated in the Consultant's Proposal and/or in the Special Conditions, subject to an extension of time in accordance with clause 7.

## **5. Obligations of the Parties**

### **5.1 Obligations of the Consultant**

5.1.1 The Consultant undertakes to:

- (i) deliver the Services explicitly defined in the Contract, it being understood that there are no implied services;
- (ii) use all reasonable efforts to comply with the indicative time schedule defined in the Contract;
- (iii) comply at any time during the performance of the Contract with all mandatory laws and regulations applicable to the performance of the Services; and
- (iv) maintain, for the duration of the Contract, all the required engineering licences and insurance coverage required under the Contract.

5.1.2 The Services shall be performed at the places indicated in the Contract. If no place is specified in the Contract, the Services shall be performed in the office(s) selected by the Consultant.

5.1.3 The Services provided by the Consultant to the Client shall be performed with the degree of skill, diligence, prudence and operating practice which would reasonably and ordinarily be expected from an international engineering company. It is agreed that all Services shall be rendered on the basis of an obligation of means and that the responsibility of the Consultant shall be determined by such qualification. The Parties expressly agree that the Consultant shall have the right to substitute its personnel as it sees fit, provided, however, that the replacing personnel is suited for the performance of the Services.

5.1.4 The Consultant does not give to the Client any implied warranties or guarantee other than those that are expressly specified in this clause.

### **5.2 Obligations of the Client**

The Client shall comply with all its obligations under the Contract professionally, in a timely manner and in good faith.

#### **5.2.1 Payment for Services**

The Client shall pay the Consultant for the Services in accordance with clause 6 of this Contract.

#### **5.2.2 Access to the Project Site(s)**

If necessary for the performance of the Services, the Client shall grant the Consultant unrestricted access to the Project Site(s) and shall arrange free of charge for the Consultant the entry of its personnel into the country where the Project Site(s) is (are) located.

#### **5.2.3 Information**

The Client shall in due time provide to the Consultant free of charge all required or requested information that is necessary for the proper performance of the Services.

In particular and without limitations, it is the Client's responsibility to fully inform the Consultant about local laws, norms and regulations and ensure that any query or question that the Consultant may reasonably raise regarding those local laws, norms and regulations is answered without delay.

If data provided by the Client is incomplete, inaccurate or outdated, this Contract shall be adjusted to compensate the Consultant's additional cost and expenses and the time schedule shall be modified accordingly.

#### **5.2.4 Acceptance of Services**

The Client shall approve in a timely manner all Services, in particular Materials submitted by the Consultant. In the absence of reasonably justified/evidenced refusal within fourteen (14) calendar days after their submission, the Services and/or Materials shall be deemed to be accepted without reservation by the Client.

#### **5.2.5 Contact with authorities and permits**

The Client shall be responsible at its own expense for all contacts and dealings with regulatory or government agencies of the country where the Services are to be performed, save to the extent expressly defined to be a part of the Services.

The Client shall obtain and maintain any required regulatory or governmental authorisations, licences and permits, including those required for the Consultant to perform the Services, unless to the extent such authorisations, licences and permits need to be applied for in Consultant's name, in which case the Client shall (i) provide assistance to the Consultant for the Consultant's application and (ii) reimburse the Consultant all reasonable costs incurred.

### **6. Remuneration, invoicing and payment**

#### **6.1 Remuneration**

##### **6.1.1 General**

The Remuneration of the Services and the payment procedure are specified in the Consultant's Proposal and/or in the Special Conditions.

##### **6.1.2 Over time**

When the Client requires the Consultant to provide Services on a Working Day but outside normal working hours where Services shall be performed, the Remuneration

shall be increased by 50% of the relevant hourly rate for each member of the Consultant staff that is called upon to work outside normal working hours.

When the Client requires the Consultant to provide Services on a non-Working Day, the Remuneration shall be increased by 100% of the relevant hourly rate for each member of the Consultant staff that is called upon.

**6.1.3 Hourly basis**

Where the Remuneration is calculated on an Hourly Basis, the Consultant remains entitled to invoice and be paid for any hour performed beyond the initially estimated cap.

**6.1.4 Expenses**

The Remuneration does not include reimbursable expenses such as, but not limited to, the costs for travel and stay abroad, cost for translation, delivery of packages, costs for the publication and announcement of tenders on behalf of the Client and other expenses reasonably incurred when performing the Services.

The expenses related to the execution of the Services shall be paid to the Consultant at cost plus a ten percent (10%) management fee.

**6.1.5 Taxes**

All amounts expressed as payable by the Client to the Consultant shall be considered to be exclusive of any payable tax, duty, charge and VAT.

The Client shall be responsible for, and shall directly pay or reimburse to the Consultant, any tax, duty and any other imposition due under any applicable laws.

All amounts due to the Consultant shall be made in full without any deduction or withholding in respect of any tax, duty, withholding tax, charge, value-added tax or similar taxes or charges unless the deduction or withholding is required by any legal requirements, in which case Client, unless the deduction or withholding has become mandatory exclusively as a result of the Consultant's negligence, shall increase the amounts payable to the Consultant in such manner that the net amounts received by the Consultant shall be equal to the amounts originally payable to the Consultant, had no such deductions or withholdings been made. In any event, the Client shall, at the Consultant's first request and no later than five (5) calendar days after such request has been made, provide the Consultant with evidence that any applicable deduction or withholding made has actually been transferred to the relevant tax authority. The evidence to be so provided to the Consultant by the Client shall meet all conditions required under standard accounting rules applicable to the Consultant and all requirements set by competent tax authorities so that the Consultant is always in a position to demonstrate that the deduction or withholding has been made in accordance with all applicable laws.

**6.1.6 Remuneration revision**

Each amount due under the Contract shall be, when due, subject to adjustment to reflect increases or decreases in labour indices in accordance with the following formula:

$$P = (0.20 * Po) + (0.80 * Po * S/So)$$

Where:

- (i) P = the value of each payment after revision;
- (ii) Po = the value of each payment due to Consultant under the Contract;
- (iii) S = same reference labour cost index as So but in effect during the month of invoicing;
- (iv) So = the Belgian reference labour cost index for companies in the digital sector, recognized by the Federal Public Service Economy, SMEs, Self-employed and Energy and published by Agoria during the month of reference set forth in the Special Conditions; should this index no longer be available at the time of invoicing, a provisional index as close as possible shall be applied by the Consultant.

## **6.2 Invoicing and payment**

Unless expressly agreed otherwise in writing, expenses shall be invoiced monthly and – in the event that no instalments were agreed in the Contract – the Remuneration shall also be invoiced on a monthly basis.

Unless expressly agreed otherwise in writing, the invoices are promptly payable and due thirty (30) calendar days after their date of issuance.

Any invoice that has not been disputed with reasonable substantiation within fourteen (14) calendar days after its issuance shall be deemed to have been approved without reservation by the Client.

Interest shall accrue automatically (without any formal notice to pay being required) on any amount remaining unpaid to the Consultant after its due date. Such interest shall be calculated:

- on a daily basis; and,
- at the EURIBOR (one month) rate in force on each calendar day of delay increased by two hundred base points (provided that the rate applied cannot be lower than 7%) and divided by three hundred and sixty (360).

Partial payment by the Client shall be deducted from the accrued interests first, and the remainder, if any, shall be deducted from the main sum.

In case of a dispute over the amounts to be paid, the Client shall pay the undisputed amount. The reasonably disputed portion of the invoice may be withheld until resolution of the matter but shall bear interest as from the due date of the payment. In addition, the Client shall pay any additional costs reasonably incurred by the Consultant as a result of the late payment.

## **7. Variations**

### **7.1 Client's Variations**

The Client shall be entitled to request any variation to the Services, provided that it follows the procedure set forth in clause 7.3.

### **7.2 Consultant's Variations**

The Consultant shall be entitled to request a variation, in accordance with the procedure set forth in clause 7.3, any time that the Remuneration, time schedule or Services need to be amended for reason beyond the Consultant's control and/or not attributable to the Consultant,

such as for instance but without limitation:

- (i) delayed access to the Project Site(s) (clause 5.2.2) except to the extent that the Client's failure was caused by an error or delay by the Consultant;
- (ii) modification to the information provided by the Client where such modification impacts the Services;
- (iii) amendment of a contract between the Client and a Third Party, to the extent that it adversely affects the supply of the Services by the Consultant or makes such supply more expensive;
- (iv) suspension of the Services (clause 10);
- (v) event of Force Majeure (clause 17); or
- (vi) any delay, impediment or prevention caused by or attributable to the Client or any third party, including governmental authorities,

save, in each case of delay, to the extent that any such delay is due to an act, neglect, omission or default of the Consultant or any person for whom the Consultant is responsible in accordance with the Contract.

### **7.3 Variation Procedure**

#### **7.3.1 Preliminary Studies**

If the variation has been requested by the Client pursuant to clause 7.1 and if the preparation of the assessment of the impact of the requested variation requires the Consultant to carry out searches, tests, investigations and/or to take any other reasonable prior measures, the Consultant shall first submit as soon as reasonably possible to the Client an estimate of the costs and fees that will have to be borne by the Client for the study of the variation and of the time necessary to perform the required preliminary tasks. Within fifteen (15) calendar days as from the submission of those estimates, the Client shall notify its decision to go ahead with the study of the variation. In the absence of any notification by the Client within the allocated fifteen (15) calendar days' time period, the Client shall be deemed to have approved the estimates provided by the Consultant and to have instructed it to initiate the carrying out of the preliminary tasks identified in the Consultant's submission.

If the variation is requested by the Consultant pursuant to clause 7.2, the costs and fees for preliminary searches, tests, investigations and/or other reasonable prior measures will be duly taken into account in the assessment of the impact of the variation on the Remuneration and/or time schedule for the performance of the Services.

#### **7.3.2 Request for Variation**

If a variation is requested by one of the Parties, the Consultant shall, subject to the first paragraph of clause 7.3.1, prepare a proposal of variation covering the modified Services and any impact on the Remuneration and/or the time schedule, together with all information in support of the above which is reasonably required in order for the Client to assess the Consultant's submission.

- (i) Variation requested by the Client

After submission of the proposal of variation, the Parties shall agree in good faith on the modification to the Services, Remuneration, time schedule and/or any other relevant contractual conditions.

If the Client has not objected to the proposal of variation within fifteen (15) calendar days as from its submission by the Consultant or if it has instructed the Consultant to start performing the additional services described in the proposal of variation, it will be deemed to have approved the latter without reservation and the proposal of variation submitted by the Consultant shall become part of and modify the Contract.

If no agreement can be reached between the Parties with respect to the proposal of variation, the Consultant is not obliged to perform the variation.

If the Client has not disputed the adjustment to be made to the time schedule and the scope of Services as a result of the variation, but has only objected to the impact on the Remuneration calculated by the Consultant, the Consultant shall be entitled to elect at its own discretion to either:

- a) postpone or suspend the performance of the variation until an agreement has been reached on the impact on the Remuneration resulting from the variation; or,
- b) start the performance of the variation while being entitled:
  - i. to be paid for the time spent on the preparation and implementation of the variation on an hourly basis; and,
  - ii. to be reimbursed all reasonable expenses incurred for the same.

(ii) Variation requested by the Consultant

If the Client has not objected to the proposal of variation within fifteen (15) calendar days as from (a) its submission by the Consultant or (b) the start of performance described in the proposal of variation, provided that the Client knew or should have reasonably known that such performance had started, (whichever of (a) or (b) is the earlier), it will be deemed to have approved the latter without reservation and the proposal of variation submitted by the Consultant shall become part of and modify the Contract.

#### **7.4 Urgent additional services**

In the event that additional services are to be rendered by the Consultant as a matter of emergency in which the procedure specified in clause 7.3 cannot be complied with in practice, the Consultant shall apply all reasonable efforts to perform those additional services as soon as possible as from the moment when they have been requested by the Client or when they have appeared to be required or useful.

For such urgent services, the Consultant shall be paid for the time spent on such urgent matter on an hourly basis and be reimbursed all reasonable expenses incurred in the performance of such urgent services.

The circumstance that the Consultant would accept or perform urgent services shall never be construed as a waiver by the Consultant of its right to request that a proper variation to the Contract shall be made under clause 7, it being understood that, if the Client has requested the supply of additional urgent services, first paragraph of clause 7.3.1 shall not be applicable to the relevant variation.



## **8. Liabilities**

### **8.1 General**

#### **8.1.1 Consultant's Liability**

The Consultant shall be liable exclusively for the proper performance of the Services, in accordance with the terms and conditions of the Contract. The Consultant does not assume any obligation to verify and/or monitor the Works or services realised by Third Parties except to the extent that such control is expressly included in the Services.

In case of a breach of any provision of the Contract by the Consultant, the Client shall have no rights and remedies other than those that are expressly provided for in the Contract. Accordingly, the Client waives to the fullest extent permitted by law all rights and remedies that it may have under the applicable law in respect of any breach of any provision of the Contract, except in the case of fraud or deliberate breach or deliberate default.

### **8.2 Limitations of Consultant's Liability**

#### **8.2.1 Client's Claims and Time Limitation**

Claims by the Client under the Contract must be notified to the Consultant at the latest:

- (i) for errors and non-compliances that are apparent upon submission of the relevant Materials, within fourteen (14) calendar days as from the submission of those Materials;
- (ii) for errors and non-compliances that were not apparent upon submission of the relevant Material or which do otherwise relate to the Services, within fourteen (14) calendar days as from the discovery by the Client of the errors and/or non-compliances or within six (6) months after the completion of the Services, whichever occurs first.

#### **8.2.2 Maximum Liability**

The Consultant's liability under and in connection with this Contract shall be limited, at Consultant's own discretion, to either:

- (i) bringing about all the necessary modifications to the Services to achieve compliance with the Contract, it being understood that the Consultant shall not be required to incur further costs in excess of one hundred percent (100%) of the part of Remuneration due in respect of the deficient Services to do so; or,
- (ii) compensating the Client up to the amount of the loss caused by the Consultant to the Client, it being understood that the aggregate amount of compensation that could be claimed from the Consultant under and in connection with the Contract shall never exceed one hundred percent (100%) of the Remuneration.

To the extent that the Consultant has remedied its breach and/or liability in accordance with clause (i) or (ii) here above, the Client shall indemnify and hold Consultant harmless from any claim made by any Third Party in connection with the

Contract and/or the events that lead to the application of clause (i) or (ii).

#### **8.2.3 Indirect and consequential damages**

The Consultant shall not be liable, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, for any special, consequential, incidental, or indirect damages, or any loss of revenue, loss of profit, loss of production, loss of contract, loss of goodwill or business, third-party punitive damages, loss of financing expenses (including interest), or loss of data (including the cost of its retrieval) suffered by the Client or the Client's contracting parties, arising out of or in connection with this Contract.

#### **8.2.4 Exceptions**

The limitations set out in this clause 8.2.1, 8.2.2 and 8.2.3 shall not operate to exclude Consultant's liability (i) to the extent it cannot be excluded by law or (ii) for deliberate breach or deliberate default.

#### **8.2.5 Consultant's liability for Services rendered in connection with nuclear installation**

Notwithstanding any other provision, if the Services are to be performed, relied upon or used at or in connection with a nuclear or related installation, the Consultant and its subcontractor(s) shall never be liable for any loss of, damage to, or loss of use of any property or equipment, wherever located, or injury or death of persons arising out of or resulting from a nuclear incident in the sense given by the Paris Convention of 29 July 1960 and/or the Vienna Convention of 21 May 1963, as amended.

The Client therefore waives all rights of recovery against the Consultant and its subcontractor(s) on account of any such loss, damage, loss of use, injury or death and shall cause each of its insurers to issue an identical waiver.

The Client shall moreover indemnify and keep the Consultant and its subcontractor(s) harmless of any claim made by any Third Party in connection with such nuclear incident.

### **9. Insurance**

#### **9.1 Consultant's insurance**

The Consultant shall take out and maintain, during the performance of the Services, third party liability insurance (covering bodily injury and/or physical damage) including professional liability insurance covering an insured limit to be agreed between the Parties, statutory workmen's compensation/employer's liability coverage as per applicable law, automobile civil liability and any other insurance required by applicable laws and regulations.

#### **9.2 Client's insurance**

The Client shall take out and maintain third party liability covering an insured limit to be agreed between the Parties, statutory workmen's compensation/employer's liability coverage as per applicable law, automobile civil liability. Where applicable to the Services, the Client shall also take out a Construction All Risks (CAR) insurance covering damage to the Works due to faulty/defective design and/or engineering (insurance type Leg3 or at least type Leg2/96), a decennial liability insurance cover, marine cargo insurance, and any other insurance required by law and regulations, as from commencement of the Services.

The Client shall ensure that Consultant is named additional insured in the different insurances and that the different insurers waive their rights of recourse against Consultant.

### **9.3 Insurance certificates**

Upon first request, each Party shall provide the other with the current insurance certificates evidencing that the required insurance policies are in place and the premiums duly paid.

## **10. Suspension**

### **10.1 Client's suspension**

The Client shall be entitled at any time to suspend the Services to be performed or part thereof for convenience with fourteen (14) calendar days prior written notice.

### **10.2 The Consultant's suspension**

The Consultant shall be entitled to suspend, totally or partially, performance of its obligations under the Contract, by giving fourteen (14) calendar days prior written notice, in case of default of payment by the Client or for any other material reason other than the Consultant's own negligence, including, without limitation, Force Majeure events or any impediments arising out of national or international foreign trade or customs requirements, ethics values, embargoes or other sanctions preventing the Consultant from performing its Services.

If the Consultant considers that the health, safety or security of its personnel cannot be guaranteed, it shall be entitled to suspend performance of its obligations immediately.

### **10.3 Consequences of the suspension**

In case of suspension, the Consultant shall be entitled to:

- the part of Remuneration and expenses corresponding to the Services performed, but not necessarily completed, up to the effective date of suspension;
- reimbursement for all the documented expenses and losses incurred by the Consultant as a result of such suspension, including demobilisation costs; and
- a variation in accordance with clause 7.3 to reflect any future impact (in terms of time, costs or scope of Services) of such suspension.

## **11. Termination**

### **11.1 Termination by the Client**

#### **11.1.1 Termination for convenience**

The Client may, at any time, terminate the Contract for convenience by giving thirty (30) calendar days prior written notice to the Consultant specifying the effective date of such termination.

In such case, the Client shall pay to the Consultant upon receipt of the Consultant's invoice:

- (i) the part of Remuneration and expenses corresponding to the Services performed up to the effective date of termination;
- (ii) all the documented expenses and losses incurred by the Consultant as a result of such early termination, including demobilisation costs; and
- (iii) a compensation for the early termination corresponding to ten percent (10%)

of the Remuneration agreed for the Services still to be performed.

Upon receipt of the payment of all pending invoices, the Consultant shall transmit all Materials prepared or in preparation to the Client as they are at the date of termination without taking any responsibility or liability for documents not approved by the Client before the termination.

Any termination by the Client which is not a termination for default shall be considered as a termination for convenience.

#### **11.1.2 Termination for default**

The Client shall be entitled to terminate the Contract for default exclusively in the two following cases:

- (i) if the Client demonstrates that a material breach of the Consultant's obligations under the Contract has been committed, which has not been remedied within thirty (30) calendar days after the receipt of a written notice from the Client requiring the remedy of the same; or
- (ii) if the Consultant becomes insolvent or has a receiving order or administration order made against it or carries on business under a receiver, administrator, trustee or manager for the benefit of its creditors.

When the Client terminates the Contract for default in accordance with this clause 11.1.2, the Consultant shall be paid the Remuneration for the Services performed and expenses incurred until the date of termination.

### **11.2 Termination by the Consultant**

**11.2.1** The Consultant is entitled to terminate the Contract with immediate effect:

- (i) if the Client commits a material breach of its obligations, which is not remedied within thirty (30) calendar days after the receipt of a written notice from the Consultant requiring the remedy of the same; or
- (ii) if the Project is cancelled for any reason whatsoever; or
- (iii) if a substantial part of the Services are suspended for a period of at least three (3) consecutive months or six (6) months in aggregate; or
- (iv) if the Client becomes insolvent or has a receiving order or administration order made against it or carries on business under a receiver, administrator, trustee or manager for the benefit of its creditors.

**11.2.2** When the Consultant terminates the Contract in accordance with clause 11.2.1, the Client shall pay the Consultant upon receipt of the invoice:

- (i) the part of Remuneration and expenses corresponding to the Services performed up to the effective date of the termination; and
- (ii) all the documented expenses and losses incurred by the Consultant as a result of such early termination, including demobilisation costs; and
- (iii) ten percent (10%) of the Remuneration agreed for the Services still to be performed.

## **12. Health, safety and environment**

The Client shall remain solely responsible for the compliance with health, safety and environment regulations for all Services and Works performed outside the Consultant's office and shall organise regular safety meetings and manage access and security at the Project Site(s).

The Client further undertakes to inform the Consultant in writing as soon as it has any knowledge of any actual or potential risks in connection with the foregoing and shall immediately take any measures necessary to further safeguard or restore health, safety, security or the environment. The Client shall further ensure that all relevant health, safety, security and environmental precautions are clearly spelled out in the relevant user manuals and documentation supplied to the Consultant.

Furthermore, the Client shall inform the Consultant about the legislation in force regarding safety and well-being of workers at each Project Site and shall communicate any Project Site regulations, procedures and instructions established by the Client. The Consultant undertakes to ensure that his personnel present at a Project Site attends the training sessions provided by the Client concerning the application of these Project Site regulations, procedures and instructions. In case the attendance to these sessions is not foreseen in the Contract, the Consultant shall be entitled to invoice the time spent by its personnel in these sessions at the hourly rate.

## **13. Intellectual property rights**

The Materials and other documents made by (or on behalf of) the Consultant shall not, without the Consultant's consent, be used, copied or communicated to a Third Party by (or on behalf of) the Client for purposes other than those permitted under this clause 13.

The provisions of this clause 13 shall survive termination or expiry for whatever reason of the Contract or the Consultant's engagement under it and be without limit in point of time.

### **13.1 Definition**

**"Intellectual Property Rights"** means any and all rights, titles and interests in and to any and all patents, utility models, designs (whether registered or unregistered), trademarks and trade and business names, copyrights (including copyrights in programs and semiconductor topographies), software rights, domain names, databases, moral rights, trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical or confidential information, all of the foregoing whether registered or not, and any and all other rights similar or analogous to any of the foregoing whether arising or granted in any jurisdiction.

### **13.2 Title and ownership**

The Intellectual Property Rights in and to any Materials, either pre-existing the performance of the Services and/or developed by or on behalf of the Consultant in connection with or in relation to the Services, shall be and remain the exclusive property of the Consultant.

### **13.3 Licence**

Subject to full and timely payment of the Remuneration as provided in the Contract, the Consultant hereby grants to the Client a royalty-free, non-exclusive and non-transferable licence to copy and to use the Materials and the content thereof for the purpose of carrying out the Project, and solely the Project as defined herein, including without limitation for the

purpose of design construction, completion, maintenance, funding, disposal, letting, fitting out, advertisement, reconstruction, reinstatement, modification, repair, sale, exhibits in public, films broadcast on a cable programme service, and/or illustrating the Project (by photographs or otherwise) for concluding deals. Such licence includes the right to copy the Materials to the extent necessary for any such purpose but does not include the right to market the Materials except if it is explicitly included in the Consultant's Proposal and/or in the Special Conditions.

#### **13.4 Use of know-how**

Notwithstanding any other provision of these General Terms and Conditions, the Consultant and its personnel shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any general ideas, concepts, know-how, methods, techniques, or skills gained or learned in the framework of the Project, provided that they apply such information without disclosing any confidential or proprietary information of the Client and without any unauthorised use or disclosure relating to the Services rendered within the scope of the Contract.

#### **14. Confidentiality**

All information received by either Party from the other Party pursuant to or in connection with the Contract, in any form or format, whether marked as confidential or not, shall not be disclosed to any Third Party, and shall be treated as and remain confidential information by the receiving Party.

Each Party shall take all reasonable measures to ensure that no accidental or unauthorised disclosure to any Third Party of the other Party's confidential information occurs and shall generally exert the same degree of due and diligent care as it applies with respect to its own confidential information, which standard shall in no instance be less than reasonable care.

The receiving Party shall notify the disclosing Party as soon as it becomes aware of a breach of this clause (including by one of its employees) and shall take all necessary measures to ensure that the breach ceases immediately.

Each Party is prohibited from disclosing or divulging confidential information received from the other Party (which includes the terms of the Contract) without the express prior written consent of the other Party, except:

- in case of disclosure to the receiving Party's employees, subcontractors, consultants and/or professional advisers, provided that they have a reasonable and demonstrable need to know the confidential information for the purpose of the Project and provided that they are bound by confidentiality obligations at least as stringent as those set forth in the Contract;
- in case the information has been received or was accessible to the receiving Party independent from its disclosure by the disclosing Party other than as a (consequence of a) breach of the Contract;
- in case the information was publicly known at the time of disclosure or has become publicly known after such disclosure other than as a (consequence of a) breach of the Contract;
- in the case whereby one Party seeks damages or other legal remedies from the other at law or in arbitration, in so far as the use of such information is strictly necessary to the litigation or arbitration proceeding; and
- in the case whereby and in so far as one or the other Party is legally obliged to provide

a public or regulatory authority with information.

When required to do so by a public or regulatory authority, a Party may disclose confidential information provided it has first:

- provided the other Party with timely advance written notice of the information requested by such authority and of its intent to so disclose;
- reasonably minimised the amount of information to be disclosed so as to make such disclosure as benign as possible to the best interests of the other Party; and
- made reasonable efforts to secure confidential treatment and minimisation of the information to be disclosed.

This clause shall remain in force for the duration of the Contract, and for a period of three (3) years following its termination or expiry.

Notwithstanding the above, the Client hereby grants the Consultant the right to mention, identify and/or describe the Services and/or the Project for reference purposes.

## **15. Protecting Personal Data**

### **15.1 General**

Each Party recognizes that, as part of the process of signing and executing the Contract, it will need to process Personal Data received from the other Party and/or Third Parties at a Party's request (such as, but not limited to, employee personal details). Each Party:

- will process this Personal Data as an independent data controller and;
- with regard to Personal Data transmitted by the other Party, commits to comply with the Data Protection Regulations and in particular to ensure that its processing of the Personal Data is lawful, fair and transparent and to make available to the data subjects a privacy statement that fulfils the requirements of the Data Protection Regulations.

If in such a context the Client provides the Consultant with Personal Data, the Client undertakes to communicate the Consultant's Privacy Statement (available at the following address: <https://imdc.be/en/privacy>) to the data subjects.

### **15.2 Data processing and Joint Controlling**

The Parties agree that:

- if the Consultant is required to process Personal Data as a data processor on behalf of the Client within the meaning of the GDPR, the Parties shall sign a data processing agreement before starting to process the Personal Data;
- if the Parties are required to process Personal Data as joint controllers within the meaning of the GDPR, they shall sign a joint controllers agreement before starting to process the Personal Data.

### **15.3 Transfer outside of the European Economic Area**

If one of the Parties is not located inside the European Economic Area nor in a country offering an adequate level of data protection according a decision of the European Commission, the Parties agree on the European Commission's Standard Contractual Clauses, which become part of this Contract, unless other legal appropriate safeguards would legitimise the

international data transfer between them.

## **16. Assignment and Subcontracting**

### **16.1 Assignment**

The Parties shall not assign or transfer any part of the Contract to a Third Party without the express prior written consent of the other, which shall not be unreasonably withheld.

The Consultant shall be entitled to assign or transfer the Contract to another company of the ENGIE Group.

### **16.2 Subcontracting**

The Consultant shall be entitled to subcontract the Services or part thereof.

## **17. Force Majeure**

Notwithstanding any provision to the contrary in the Contract, neither Party shall be liable for a delay or failure to fulfil its obligations under this Contract (except the Client's payment obligation) arising from Force Majeure which impacts the performance of its obligations.

The Party impacted by a Force Majeure event shall have to notify it in writing to the other Party without undue delay by giving a description and an estimation of the impact of the event on its obligations. In addition, the Parties shall take all reasonable measures to minimize the consequences of such situation.

The affected part of the Contract shall be deemed to be suspended for the duration of the Force Majeure event and the Consultant shall be entitled to be granted a variation in accordance with clause 7.3.

## **18. Hardship**

In case of exceptional circumstances independent of the will of the Consultant, beyond the Consultant's reasonable control and unforeseeable at the time of the signature of the Contract, which alters the relative rights and obligations under the Contract to the detriment of the Consultant by increasing the costs of performance of the Consultant's obligations hereunder (including but not limited to increases in the costs of labour, evolution of the markets, change of law), the Consultant shall be entitled to be granted an adaptation of the Remuneration and/or of the time schedule to reflect or restore the economic balance of the Contract, in accordance with clause 7.3.

## **19. Non-waiver**

Unless otherwise expressly provided in the Contract, no failure or delay of a Party to exercise any right or remedy under the Contract shall be considered, or operate as, a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies provided by law, save to the extent expressly set out hereunder.

## **20. Non-solicitation**

The Client shall not, during the course of the Contract and for a period of three (3) years as of the termination, for whatever reason, of the Contract and in any capacity (whether on its own behalf or on behalf of any Third Party or in any other capacity whatsoever):

- offer employment to or employ or offer or conclude any contract for services with, or



solicit or entice the employment or engagement of, or enter into partnership with; or

- procure or assist any Third Party so to offer, employ, engage, solicit or entice

any employee, director or consultant of the Consultant, working or having worked, in any way, on the Project if the Client knows or should have reasonably suspected that such person would commit a breach of its contract with the Consultant when accepting such offer or proposal.

In case of breach by the Client of this non-solicitation obligation, the Client shall be liable for the payment of a lump sum equal to the total cost of two years' wages of the employee, director or consultant (including any and all benefits).

The Parties acknowledge that the provisions of this clause are reasonable and necessary to protect the Consultant's legitimate interests. However, if any of the provisions of this clause are ever held to exceed the limitations in duration, geographic area or scope or other limitations imposed by applicable mandatory law, the Parties shall be deemed to have agreed on equivalent provisions which comply with the maximum permitted by the mandatory applicable law.

## **21. Ethics**

Each Party represents and warrants that it currently respects and complies and that it shall always respect and comply with international and national applicable and enforceable laws, rules, regulations and orders concerning fundamental human rights, embargoes, prohibition of arms and drug trafficking, terrorism, customs and export control, immigration, prohibition of illegal work, financial criminal offences, corruption, fraud, money laundering and/or competition.

## **22. Language**

Unless otherwise expressly stated in the Special Conditions and/or in the Consultant's Proposal, the language of the Contract and any notices, Materials or communications arising out or in connection with the Contract or related to the performance of the Services, including any dispute resolution proceedings, shall be English, and if there are versions of any part of the Contract or any communications pursuant to the Contract which are written in more than one language, the version which is in the English language shall prevail.

## **23. Notices**

Any notice with reference to the Contract shall be validly made with respect to each of the Parties when a registered letter is sent to the addresses specified in the Contract (or, in the absence of such precision, the registered office of the addressee on the date of the issuing of the Consultant's Proposal) or to any other address subsequently notified.

Any notice to be made under the Contract shall be in writing and shall take effect as from the moment it is received by the other Party.

## **24. Severability**

If one or more of the provisions of the Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

## **25. Governing Law**

The Contract and any non-contractual rights or obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with Belgian law, to the exclusion of its conflict of laws provisions.

## **26. Dispute Resolution**

The Parties agree to first try to settle any dispute that may arise between them and undertake to use their best efforts to arrive at an amicable settlement.

Any dispute which cannot be solved by the Parties' representatives within fifteen (15) calendar days shall be submitted to the general manager of each Party upon written request by the most diligent Party.

If no amicable resolution to the dispute can be found between the general managers within fifteen (15) calendar days after the receipt of a notice requesting such meeting, the courts of Brussels shall have exclusive jurisdiction to settle the dispute.

During judicial proceedings, the performance of the Contract shall be continued by the Consultant to the extent that the Client has paid all amounts due and if the Client grants sufficient security for the payment of the balance of the Remuneration and interest that could be due to the Consultant in the event that the judicial proceedings would find for the Consultant.

# GENERAL TERMS AND CONDITIONS

International

## 1. Definitions

Except to the extent that the context requires otherwise, the following words and expressions shall have the meanings stated below:

- (i) **“Client”** means the Party named in the Contract for the benefit of which the Services are provided;
- (ii) **“Consultant”** means IMDC nv, (Van Immerseelstraat 66, 2018 Antwerp Belgium - VAT BE 0422 376 305), and its legal successors and permitted assignees;
- (iii) **“Consultant’s Proposal”** means the document(s) detailing the Services, the financial conditions, the time schedule as well as any other conditions proposed by the Consultant;
- (iv) **“Contract”** means the agreement between the Parties consisting of the documents set out in clause 3;
- (v) **“Data Protection Regulations”** means the General Data Protection Regulation (EU) n° 2016/679 (**“GDPR”**), as may be amended from time to time, and all regulations, national laws relating to the protection of personal data applicable to carrying out the Services;
- (vi) **“Force Majeure”** means an exceptional event or circumstance (a) which is beyond a Party’s control, (b) which, having arisen, such Party could not reasonably have avoided or overcome, and (c) which is not substantially attributable to the other Party. Force Majeure may include but shall not be limited to exceptional events or circumstances of the kind listed below as long as the conditions (a) to (c) here above are satisfied: war, hostilities, rebellion, revolution, insurrection, riot, pandemics, quarantine, and/or natural catastrophes such as earthquakes, hurricanes, typhoons, or volcanic activity;
- (vii) **“General Terms and Conditions”** means the present general terms and conditions;
- (viii) **“Intellectual Property Rights”** has the meaning assigned to that expression in clause 13 of the present General Terms and Conditions;
- (ix) **“Materials”** means any and all of the materials to be delivered to the Client for the performance of the Services, on paper or by electronic means or any other design, report, model, method of calculation, database, data included in a database, architecture of a database, prototype, project technical specifications, manual, software and original work developed in conjunction with the foregoing, preparations, creation, study, research, experiment, invention, estimates, working methods, drawings, memos, calculation sheets, or any other materials to be delivered to the Client for the performance of the Services;
- (x) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them;
- (xi) **“Personal Data”** means all personal data as defined in the GDPR;
- (xii) **“Project”** means the project for which the Services are to be provided;
- (xiii) **“Project Site”** means the place(s), other than the Consultant’s offices, where the Project is to be realised or where the Services are to be rendered;
- (xiv) **“Remuneration”** means the fee, determined in the Consultant’s Proposal and/or in the

Special Conditions, to be paid by the Client to the Consultant for the Services;

- (xv) “**Services**” means the services to be performed by the Consultant, as specifically defined in the Consultant’s Proposal and/or in the Special Conditions;
- (xvi) “**Special Conditions**” means any additional conditions to and/or derogations from the present General Terms and Conditions, as agreed by the Parties in writing;
- (xvii) “**Third Party**” means any person or entity other than the Client or the Consultant, as the context requires;
- (xviii) “**Working Day**” means a day (other than a Saturday or a Sunday) on which banks are open in the country(ies) where the Services shall be performed;
- (xix) “**Works**” means all the works, other than the Services, to be carried out for the completion of the Project under the contract(s) that the Client has concluded with Third Parties.

## **2. Applicability**

Unless otherwise agreed in writing by the Consultant, these General Terms and Conditions shall apply to all Services and/or Materials provided by the Consultant to the Client in the framework of the Project.

No deviation or derogation from these General Terms and Conditions shall be admitted unless expressly agreed by the Parties in writing in the Special Conditions and/or the Consultant’s Proposal, and such deviation or derogation shall in any event only be applicable to the specific quotations, deliveries and services in respect of which it has been expressly agreed upon.

Any terms and conditions of the Client transmitted before or after the conclusion of the Contract shall not apply.

## **3. Contractual documents**

The Contract consists of the following documents listed in decreasing order of precedence:

- the Special Conditions, if any;
- the Consultant’s Proposal and the annexes thereto; and
- the present General Terms and Conditions.

The Contract contains the entire agreement of the Parties with regard to the subject matter to which it refers and contains everything the Parties have negotiated and agreed upon within the framework of the Contract. It replaces and annuls any agreement, communication, offer or correspondence, oral or written, previously exchanged or concluded between the Parties and referring to the same subject matter.

In case of inconsistencies, errors, omissions, discrepancies, ambiguities, inadequacies or conflicts in or between the contractual documents listed above, the above order of precedence shall be applied.

## **4. Entry into force, Commencement and Completion of the Services**

### **4.1 Entry into force**

The Contract shall be effective as from the earliest of the following dates:

- the date on which the Client returns the Consultant’s Proposal (and/or, where applicable, the Special Conditions) duly signed for acceptance; or

- the date on which the Client instructs the Consultant in writing to commence the performance of the Services in accordance with the Contract and the Consultant accepts to commence the performance of the Services.

## **4.2 Commencement**

The performance of the Services shall start (i) on the date indicated in the Consultant's Proposal and/or in the Special Conditions, or (ii) if no date is indicated in the Consultant's Proposal and/or in the Special Conditions, ten (10) calendar days after the Contract becomes effective in accordance with clause 4.1 here above.

## **4.3 Time for Completion of the Services**

The Services shall be considered completed at the time or within the period stated in the Consultant's Proposal and/or in the Special Conditions, subject to an extension of time in accordance with clause 7.

## **5. Obligations of the Parties**

### **5.1 Obligations of the Consultant**

5.1.1 The Consultant undertakes to:

- (i) deliver the Services explicitly defined in the Contract, it being understood that there are no implied services;
- (ii) use all reasonable efforts to comply with the indicative time schedule defined in the Contract;
- (iii) comply at any time during the performance of the Contract with all mandatory laws and regulations applicable to the performance of the Services; and
- (iv) maintain, for the duration of the Contract, all the required engineering licences and insurance coverage required under the Contract.

5.1.2 The Services shall be performed at the places indicated in the Contract. If no place is specified in the Contract, the Services shall be performed in the office(s) selected by the Consultant.

5.1.3 The Services provided by the Consultant to the Client shall be performed with the degree of skill, diligence, prudence and operating practice which would reasonably and ordinarily be expected from an international engineering company. It is agreed that all Services shall be rendered on the basis of an obligation of means and that the responsibility of the Consultant shall be determined by such qualification. The Parties expressly agree that the Consultant shall have the right to substitute its personnel as it sees fit, provided, however, that the replacing personnel is suited for the performance of the Services.

5.1.4 The Consultant does not give to the Client any implied warranties or guarantee other than those that are expressly specified in this clause.

### **5.2 Obligations of the Client**

The Client shall comply with all its obligations under the Contract professionally, in a timely manner and in good faith.

**5.2.1 Payment for Services**

The Client shall pay the Consultant for the Services in accordance with clause 6 of this Contract.

**5.2.2 Access to the Project Site(s)**

If necessary for the performance of the Services, the Client shall grant the Consultant unrestricted access to the Project Site(s) and shall arrange free of charge for the Consultant the entry of its personnel into the country where the Project Site(s) is (are) located.

**5.2.3 Information**

The Client shall in due time provide to the Consultant free of charge all required or requested information that is necessary for the proper performance of the Services.

In particular and without limitations, it is the Client's responsibility to fully inform the Consultant about local laws, norms and regulations and ensure that any query or question that the Consultant may reasonably raise regarding those local laws, norms and regulations is answered without delay.

If data provided by the Client is incomplete, inaccurate or outdated, this Contract shall be adjusted to compensate the Consultant's additional cost and expenses and the time schedule shall be modified accordingly.

**5.2.4 Acceptance of Services**

The Client shall approve in a timely manner all Services, in particular Materials submitted by the Consultant. In the absence of reasonably justified/evidenced refusal within fourteen (14) calendar days after their submission, the Services and/or Materials shall be deemed to be accepted without reservation by the Client.

**5.2.5 Contact with authorities and permits**

The Client shall be responsible at its own expense for all contacts and dealings with regulatory or government agencies of the country where the Services are to be performed, save to the extent expressly defined to be a part of the Services.

The Client shall obtain and maintain any required regulatory or governmental authorisations, licences and permits, including those required for the Consultant to perform the Services, unless to the extent such authorisations, licences and permits need to be applied for in Consultant's name, in which case the Client shall (i) provide assistance to the Consultant for the Consultant's application and (ii) reimburse the Consultant all reasonable costs incurred.

**6. Remuneration, invoicing and payment**

**6.1 Remuneration**

**6.1.1 General**

The Remuneration of the Services and the payment procedure are specified in the Consultant's Proposal and/or in the Special Conditions.

**6.1.2 Over time**

When the Client requires the Consultant to provide Services on a Working Day but outside normal working hours where Services shall be performed, the Remuneration

shall be increased by 50% of the relevant hourly rate for each member of the Consultant staff that is called upon to work outside normal working hours.

When the Client requires the Consultant to provide Services on a non-Working Day, the Remuneration shall be increased by 100% of the relevant hourly rate for each member of the Consultant staff that is called upon.

**6.1.3 Hourly basis**

Where the Remuneration is calculated on an Hourly Basis, the Consultant remains entitled to invoice and be paid for any hour performed beyond the initially estimated cap.

**6.1.4 Expenses**

The Remuneration does not include reimbursable expenses such as, but not limited to, the costs for travel and stay abroad, cost for translation, delivery of packages, costs for the publication and announcement of tenders on behalf of the Client and other expenses reasonably incurred when performing the Services.

The expenses related to the execution of the Services shall be paid to the Consultant at cost plus a ten percent (10%) management fee.

**6.1.5 Taxes**

All amounts expressed as payable by the Client to the Consultant shall be considered to be exclusive of any payable tax, duty, charge and VAT.

The Client shall be responsible for, and shall directly pay or reimburse to the Consultant, any tax, duty and any other imposition due under any applicable laws.

All amounts due to the Consultant shall be made in full without any deduction or withholding in respect of any tax, duty, withholding tax, charge, value-added tax or similar taxes or charges unless the deduction or withholding is required by any legal requirements, in which case Client, unless the deduction or withholding has become mandatory exclusively as a result of the Consultant's negligence, shall increase the amounts payable to the Consultant in such manner that the net amounts received by the Consultant shall be equal to the amounts originally payable to the Consultant, had no such deductions or withholdings been made. In any event, the Client shall, at the Consultant's first request and no later than five (5) calendar days after such request has been made, provide the Consultant with evidence that any applicable deduction or withholding made has actually been transferred to the relevant tax authority. The evidence to be so provided to the Consultant by the Client shall meet all conditions required under standard accounting rules applicable to the Consultant and all requirements set by competent tax authorities so that the Consultant is always in a position to demonstrate that the deduction or withholding has been made in accordance with all applicable laws.

**6.1.6 Remuneration revision**

Each amount due under the Contract shall be, when due, subject to adjustment to reflect increases or decreases in labour indices in accordance with the following formula:

$$P = P_o * S/S_o$$

Where:

- (i) P = the value of each payment after revision;
- (ii) Po = the value of each payment due to Consultant under the Contract;
- (iii) S = same reference labour cost index as So but in effect during the month of invoicing;
- (iv) So = the Belgian reference labour cost index for companies in the digital sector, recognized by the Federal Public Service Economy, SMEs, Self-employed and Energy and published by Agoria during the month of reference set forth in the Special Conditions; should this index no longer be available at the time of invoicing, a provisional index as close as possible shall be applied by the Consultant.

## **6.2 Invoicing and payment**

Unless expressly agreed otherwise in writing, expenses shall be invoiced monthly and – in the event that no instalments were agreed in the Contract – the Remuneration shall also be invoiced on a monthly basis.

Unless expressly agreed otherwise in writing, the invoices are promptly payable and due thirty (30) calendar days after their date of issuance.

Any invoice that has not been disputed with reasonable substantiation within fourteen (14) calendar days after its issuance shall be deemed to have been approved without reservation by the Client.

Interest shall accrue automatically (without any formal notice to pay being required) on any amount remaining unpaid to the Consultant after its due date. Such interest shall be calculated:

- on a daily basis; and,
- at the EURIBOR (one month) rate in force on each calendar day of delay increased by two hundred base points (provided that the rate applied cannot be lower than 7%) and divided by three hundred and sixty (360).

Partial payment by the Client shall be deducted from the accrued interests first, and the remainder, if any, shall be deducted from the main sum.

In case of a dispute over the amounts to be paid, the Client shall pay the undisputed amount. The reasonably disputed portion of the invoice may be withheld until resolution of the matter but shall bear interest as from the due date of the payment. In addition, the Client shall pay any additional costs reasonably incurred by the Consultant as a result of the late payment.

## **7. Variations**

### **7.1 Client's Variations**

The Client shall be entitled to request any variation to the Services, provided that it follows the procedure set forth in clause 7.3.

### **7.2 Consultant's Variations**

The Consultant shall be entitled to request a variation, in accordance with the procedure set forth in clause 7.3, any time that the Remuneration, time schedule or Services need to be amended for reason beyond the Consultant's control and/or not attributable to the Consultant,



such as for instance but without limitation:

- (i) delayed access to the Project Site(s) (clause 5.2.2) except to the extent that the Client's failure was caused by an error or delay by the Consultant;
- (ii) modification to the information provided by the Client where such modification impacts the Services;
- (iii) amendment of a contract between the Client and a Third Party, to the extent that it adversely affects the supply of the Services by the Consultant or makes such supply more expensive;
- (iv) suspension of the Services (clause 10);
- (v) event of Force Majeure (clause 17); or
- (vi) any delay, impediment or prevention caused by or attributable to the Client or any third party, including governmental authorities,

save, in each case of delay, to the extent that any such delay is due to an act, neglect, omission or default of the Consultant or any person for whom the Consultant is responsible in accordance with the Contract.

### **7.3 Variation Procedure**

#### **7.3.1 Preliminary Studies**

If the variation has been requested by the Client pursuant to clause 7.1 and if the preparation of the assessment of the impact of the requested variation requires the Consultant to carry out searches, tests, investigations and/or to take any other reasonable prior measures, the Consultant shall first submit as soon as reasonably possible to the Client an estimate of the costs and fees that will have to be borne by the Client for the study of the variation and of the time necessary to perform the required preliminary tasks. Within fifteen (15) calendar days as from the submission of those estimates, the Client shall notify its decision to go ahead with the study of the variation. In the absence of any notification by the Client within the allocated fifteen (15) calendar days' time period, the Client shall be deemed to have approved the estimates provided by the Consultant and to have instructed it to initiate the carrying out of the preliminary tasks identified in the Consultant's submission.

If the variation is requested by the Consultant pursuant to clause 7.2, the costs and fees for preliminary searches, tests, investigations and/or other reasonable prior measures will be duly taken into account in the assessment of the impact of the variation on the Remuneration and/or time schedule for the performance of the Services.

#### **7.3.2 Request for Variation**

If a variation is requested by one of the Parties, the Consultant shall, subject to the first paragraph of clause 7.3.1, prepare a proposal of variation covering the modified Services and any impact on the Remuneration and/or the time schedule, together with all information in support of the above which is reasonably required in order for the Client to assess the Consultant's submission.

- (i) Variation requested by the Client

After submission of the proposal of variation, the Parties shall agree in good faith on the modification to the Services, Remuneration, time schedule and/or any other relevant contractual conditions.

If the Client has not objected to the proposal of variation within fifteen (15) calendar days as from its submission by the Consultant or if it has instructed the Consultant to start performing the additional services described in the proposal of variation, it will be deemed to have approved the latter without reservation and the proposal of variation submitted by the Consultant shall become part of and modify the Contract.

If no agreement can be reached between the Parties with respect to the proposal of variation, the Consultant is not obliged to perform the variation.

If the Client has not disputed the adjustment to be made to the time schedule and the scope of Services as a result of the variation, but has only objected to the impact on the Remuneration calculated by the Consultant, the Consultant shall be entitled to elect at its own discretion to either:

- a) postpone or suspend the performance of the variation until an agreement has been reached on the impact on the Remuneration resulting from the variation; or,
- b) start the performance of the variation while being entitled:
  - i. to be paid for the time spent on the preparation and implementation of the variation on an hourly basis; and,
  - ii. to be reimbursed all reasonable expenses incurred for the same.

(ii) Variation requested by the Consultant

If the Client has not objected to the proposal of variation within fifteen (15) calendar days as from (a) its submission by the Consultant or (b) the start of performance described in the proposal of variation, provided that the Client knew or should have reasonably known that such performance had started, (whichever of (a) or (b) is the earlier), it will be deemed to have approved the latter without reservation and the proposal of variation submitted by the Consultant shall become part of and modify the Contract.

#### **7.4 Urgent additional services**

In the event that additional services are to be rendered by the Consultant as a matter of emergency in which the procedure specified in clause 7.3 cannot be complied with in practice, the Consultant shall apply all reasonable efforts to perform those additional services as soon as possible as from the moment when they have been requested by the Client or when they have appeared to be required or useful.

For such urgent services, the Consultant shall be paid for the time spent on such urgent matter on an hourly basis and be reimbursed all reasonable expenses incurred in the performance of such urgent services.

The circumstance that the Consultant would accept or perform urgent services shall never be construed as a waiver by the Consultant of its right to request that a proper variation to the Contract shall be made under clause 7, it being understood that, if the Client has requested the supply of additional urgent services, first paragraph of clause 7.3.1 shall not be applicable to the relevant variation.

## **8. Liabilities**

### **8.1 General**

#### **8.1.1 Consultant's Liability**

The Consultant shall be liable exclusively for the proper performance of the Services, in accordance with the terms and conditions of the Contract. The Consultant does not assume any obligation to verify and/or monitor the Works or services realised by Third Parties except to the extent that such control is expressly included in the Services.

In case of a breach of any provision of the Contract by the Consultant, the Client shall have no rights and remedies other than those that are expressly provided for in the Contract. Accordingly, the Client waives to the fullest extent permitted by law all rights and remedies that it may have under the applicable law in respect of any breach of any provision of the Contract, except in the case of fraud or deliberate breach or deliberate default.

### **8.2 Limitations of Consultant's Liability**

#### **8.2.1 Client's Claims and Time Limitation**

Claims by the Client under the Contract must be notified to the Consultant at the latest:

- (i) for errors and non-compliances that are apparent upon submission of the relevant Materials, within fourteen (14) calendar days as from the submission of those Materials;
- (ii) for errors and non-compliances that were not apparent upon submission of the relevant Material or which do otherwise relate to the Services, within fourteen (14) calendar days as from the discovery by the Client of the errors and/or non-compliances or within six (6) months after the completion of the Services, whichever occurs first.

#### **8.2.2 Maximum Liability**

The Consultant's liability under and in connection with this Contract shall be limited, at Consultant's own discretion, to either:

- (i) bringing about all the necessary modifications to the Services to achieve compliance with the Contract, it being understood that the Consultant shall not be required to incur further costs in excess of one hundred percent (100%) of the part of Remuneration due in respect of the deficient Services to do so; or,
- (ii) compensating the Client up to the amount of the loss caused by the Consultant to the Client, it being understood that the aggregate amount of compensation that could be claimed from the Consultant under and in connection with the Contract shall never exceed one hundred percent (100%) of the Remuneration.

To the extent that the Consultant has remedied its breach and/or liability in accordance with clause (i) or (ii) here above, the Client shall indemnify and hold Consultant harmless from any claim made by any Third Party in connection with the

Contract and/or the events that lead to the application of clause (i) or (ii).

#### **8.2.3 Indirect and consequential damages**

The Consultant shall not be liable, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, for any special, consequential, incidental, or indirect damages, or any loss of revenue, loss of profit, loss of production, loss of contract, loss of goodwill or business, third-party punitive damages, loss of financing expenses (including interest), or loss of data (including the cost of its retrieval) suffered by the Client or the Client's contracting parties, arising out of or in connection with this Contract.

#### **8.2.4 Exceptions**

The limitations set out in this clause 8.2.1, 8.2.2 and 8.2.3 shall not operate to exclude Consultant's liability (i) to the extent it cannot be excluded by law or (ii) for deliberate breach or deliberate default.

#### **8.2.5 Consultant's liability for Services rendered in connection with nuclear installation**

Notwithstanding any other provision, if the Services are to be performed, relied upon or used at or in connection with a nuclear or related installation, the Consultant and its subcontractor(s) shall never be liable for any loss of, damage to, or loss of use of any property or equipment, wherever located, or injury or death of persons arising out of or resulting from a nuclear incident in the sense given by the Paris Convention of 29 July 1960 and/or the Vienna Convention of 21 May 1963, as amended.

The Client therefore waives all rights of recovery against the Consultant and its subcontractor(s) on account of any such loss, damage, loss of use, injury or death and shall cause each of its insurers to issue an identical waiver.

The Client shall moreover indemnify and keep the Consultant and its subcontractor(s) harmless of any claim made by any Third Party in connection with such nuclear incident.

### **9. Insurance**

#### **9.1 Consultant's insurance**

The Consultant shall take out and maintain, during the performance of the Services, third party liability insurance (covering bodily injury and/or physical damage) including professional liability insurance covering an insured limit to be agreed between the Parties, statutory workmen's compensation/employer's liability coverage as per applicable law, automobile civil liability and any other insurance required by applicable laws and regulations.

#### **9.2 Client's insurance**

The Client shall take out and maintain third party liability covering an insured limit to be agreed between the Parties, statutory workmen's compensation/employer's liability coverage as per applicable law, automobile civil liability. Where applicable to the Services, the Client shall also take out a Construction All Risks (CAR) insurance covering damage to the Works due to faulty/defective design and/or engineering (insurance type Leg3 or at least type Leg2/96), a decennial liability insurance cover, marine cargo insurance, and any other insurance required by law and regulations, as from commencement of the Services.

The Client shall ensure that Consultant is named additional insured in the different insurances and that the different insurers waive their rights of recourse against Consultant.

### **9.3 Insurance certificates**

Upon first request, each Party shall provide the other with the current insurance certificates evidencing that the required insurance policies are in place and the premiums duly paid.

## **10. Suspension**

### **10.1 Client's suspension**

The Client shall be entitled at any time to suspend the Services to be performed or part thereof for convenience with fourteen (14) calendar days prior written notice.

### **10.2 The Consultant's suspension**

The Consultant shall be entitled to suspend, totally or partially, performance of its obligations under the Contract, by giving fourteen (14) calendar days prior written notice, in case of default of payment by the Client or for any other material reason other than the Consultant's own negligence, including, without limitation, Force Majeure events or any impediments arising out of national or international foreign trade or customs requirements, ethics values, embargoes or other sanctions preventing the Consultant from performing its Services.

If the Consultant considers that the health, safety or security of its personnel cannot be guaranteed, it shall be entitled to suspend performance of its obligations immediately.

### **10.3 Consequences of the suspension**

In case of suspension, the Consultant shall be entitled to:

- the part of Remuneration and expenses corresponding to the Services performed, but not necessarily completed, up to the effective date of suspension;
- reimbursement for all the documented expenses and losses incurred by the Consultant as a result of such suspension, including demobilisation costs; and
- a variation in accordance with clause 7.3 to reflect any future impact (in terms of time, costs or scope of Services) of such suspension.

## **11. Termination**

### **11.1 Termination by the Client**

#### **11.1.1 Termination for convenience**

The Client may, at any time, terminate the Contract for convenience by giving thirty (30) calendar days prior written notice to the Consultant specifying the effective date of such termination.

In such case, the Client shall pay to the Consultant upon receipt of the Consultant's invoice:

- (i) the part of Remuneration and expenses corresponding to the Services performed up to the effective date of termination;
- (ii) all the documented expenses and losses incurred by the Consultant as a result of such early termination, including demobilisation costs; and
- (iii) a compensation for the early termination corresponding to ten percent (10%)

of the Remuneration agreed for the Services still to be performed.

Upon receipt of the payment of all pending invoices, the Consultant shall transmit all Materials prepared or in preparation to the Client as they are at the date of termination without taking any responsibility or liability for documents not approved by the Client before the termination.

Any termination by the Client which is not a termination for default shall be considered as a termination for convenience.

#### **11.1.2 Termination for default**

The Client shall be entitled to terminate the Contract for default exclusively in the two following cases:

- (i) if the Client demonstrates that a material breach of the Consultant's obligations under the Contract has been committed, which has not been remedied within thirty (30) calendar days after the receipt of a written notice from the Client requiring the remedy of the same; or
- (ii) if the Consultant becomes insolvent or has a receiving order or administration order made against it or carries on business under a receiver, administrator, trustee or manager for the benefit of its creditors.

When the Client terminates the Contract for default in accordance with this clause 11.1.2, the Consultant shall be paid the Remuneration for the Services performed and expenses incurred until the date of termination.

### **11.2 Termination by the Consultant**

**11.2.1** The Consultant is entitled to terminate the Contract with immediate effect:

- (i) if the Client commits a material breach of its obligations, which is not remedied within thirty (30) calendar days after the receipt of a written notice from the Consultant requiring the remedy of the same; or
- (ii) if the Project is cancelled for any reason whatsoever; or
- (iii) if a substantial part of the Services are suspended for a period of at least three (3) consecutive months or six (6) months in aggregate; or
- (iv) if the Client becomes insolvent or has a receiving order or administration order made against it or carries on business under a receiver, administrator, trustee or manager for the benefit of its creditors.

**11.2.2** When the Consultant terminates the Contract in accordance with clause 11.2.1, the Client shall pay the Consultant upon receipt of the invoice:

- (i) the part of Remuneration and expenses corresponding to the Services performed up to the effective date of the termination; and
- (ii) all the documented expenses and losses incurred by the Consultant as a result of such early termination, including demobilisation costs; and
- (iii) ten percent (10%) of the Remuneration agreed for the Services still to be performed.

## **12. Health, safety and environment**

The Client shall remain solely responsible for the compliance with health, safety and environment regulations for all Services and Works performed outside the Consultant's office and shall organise regular safety meetings and manage access and security at the Project Site(s).

The Client further undertakes to inform the Consultant in writing as soon as it has any knowledge of any actual or potential risks in connection with the foregoing and shall immediately take any measures necessary to further safeguard or restore health, safety, security or the environment. The Client shall further ensure that all relevant health, safety, security and environmental precautions are clearly spelled out in the relevant user manuals and documentation supplied to the Consultant.

Furthermore, the Client shall inform the Consultant about the legislation in force regarding safety and well-being of workers at each Project Site and shall communicate any Project Site regulations, procedures and instructions established by the Client. The Consultant undertakes to ensure that his personnel present at a Project Site attends the training sessions provided by the Client concerning the application of these Project Site regulations, procedures and instructions. In case the attendance to these sessions is not foreseen in the Contract, the Consultant shall be entitled to invoice the time spent by its personnel in these sessions at the hourly rate.

## **13. Intellectual property rights**

The Materials and other documents made by (or on behalf of) the Consultant shall not, without the Consultant's consent, be used, copied or communicated to a Third Party by (or on behalf of) the Client for purposes other than those permitted under this clause 13.

The provisions of this clause 13 shall survive termination or expiry for whatever reason of the Contract or the Consultant's engagement under it and be without limit in point of time.

### **13.1 Definition**

**"Intellectual Property Rights"** means any and all rights, titles and interests in and to any and all patents, utility models, designs (whether registered or unregistered), trademarks and trade and business names, copyrights (including copyrights in programs and semiconductor topographies), software rights, domain names, databases, moral rights, trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical or confidential information, all of the foregoing whether registered or not, and any and all other rights similar or analogous to any of the foregoing whether arising or granted in any jurisdiction.

### **13.2 Title and ownership**

The Intellectual Property Rights in and to any Materials, either pre-existing the performance of the Services and/or developed by or on behalf of the Consultant in connection with or in relation to the Services, shall be and remain the exclusive property of the Consultant.

### **13.3 Licence**

Subject to full and timely payment of the Remuneration as provided in the Contract, the Consultant hereby grants to the Client a royalty-free, non-exclusive and non-transferable licence to copy and to use the Materials and the content thereof for the purpose of carrying out the Project, and solely the Project as defined herein, including without limitation for the

purpose of design construction, completion, maintenance, funding, disposal, letting, fitting out, advertisement, reconstruction, reinstatement, modification, repair, sale, exhibits in public, films broadcast on a cable programme service, and/or illustrating the Project (by photographs or otherwise) for concluding deals. Such licence includes the right to copy the Materials to the extent necessary for any such purpose but does not include the right to market the Materials except if it is explicitly included in the Consultant's Proposal and/or in the Special Conditions.

#### **13.4 Use of know-how**

Notwithstanding any other provision of these General Terms and Conditions, the Consultant and its personnel shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any general ideas, concepts, know-how, methods, techniques, or skills gained or learned in the framework of the Project, provided that they apply such information without disclosing any confidential or proprietary information of the Client and without any unauthorised use or disclosure relating to the Services rendered within the scope of the Contract.

#### **14. Confidentiality**

All information received by either Party from the other Party pursuant to or in connection with the Contract, in any form or format, whether marked as confidential or not, shall not be disclosed to any Third Party, and shall be treated as and remain confidential information by the receiving Party.

Each Party shall take all reasonable measures to ensure that no accidental or unauthorised disclosure to any Third Party of the other Party's confidential information occurs and shall generally exert the same degree of due and diligent care as it applies with respect to its own confidential information, which standard shall in no instance be less than reasonable care.

The receiving Party shall notify the disclosing Party as soon as it becomes aware of a breach of this clause (including by one of its employees) and shall take all necessary measures to ensure that the breach ceases immediately.

Each Party is prohibited from disclosing or divulging confidential information received from the other Party (which includes the terms of the Contract) without the express prior written consent of the other Party, except:

- in case of disclosure to the receiving Party's employees, subcontractors, consultants and/or professional advisers, provided that they have a reasonable and demonstrable need to know the confidential information for the purpose of the Project and provided that they are bound by confidentiality obligations at least as stringent as those set forth in the Contract;
- in case the information has been received or was accessible to the receiving Party independent from its disclosure by the disclosing Party other than as a (consequence of a) breach of the Contract;
- in case the information was publicly known at the time of disclosure or has become publicly known after such disclosure other than as a (consequence of a) breach of the Contract;
- in the case whereby one Party seeks damages or other legal remedies from the other at law or in arbitration, in so far as the use of such information is strictly necessary to the litigation or arbitration proceeding; and



- in the case whereby and in so far as one or the other Party is legally obliged to provide a public or regulatory authority with information.

When required to do so by a public or regulatory authority, a Party may disclose confidential information provided it has first:

- provided the other Party with timely advance written notice of the information requested by such authority and of its intent to so disclose;
- reasonably minimised the amount of information to be disclosed so as to make such disclosure as benign as possible to the best interests of the other Party; and
- made reasonable efforts to secure confidential treatment and minimisation of the information to be disclosed.

This clause shall remain in force for the duration of the Contract, and for a period of three (3) years following its termination or expiry.

Notwithstanding the above, the Client hereby grants the Consultant the right to mention, identify and/or describe the Services and/or the Project for reference purposes.

## **15. Protecting Personal Data**

### **15.1 General**

Each Party recognizes that, as part of the process of signing and executing the Contract, it will need to process Personal Data received from the other Party and/or Third Parties at a Party's request (such as, but not limited to, employee personal details). Each Party:

- will process this Personal Data as an independent data controller and;
- with regard to Personal Data transmitted by the other Party, commits to comply with the Data Protection Regulations and in particular to ensure that its processing of the Personal Data is lawful, fair and transparent and to make available to the data subjects a privacy statement that fulfils the requirements of the Data Protection Regulations.

If in such a context the Client provides the Consultant with Personal Data, the Client undertakes to communicate the Consultant's Privacy Statement (available at the following address: <https://imdc.be/en/privacy>) to the data subjects.

### **15.2 Data processing and Joint Controlling**

The Parties agree that:

- if the Consultant is required to process Personal Data as a data processor on behalf of the Client within the meaning of the GDPR, the Parties shall sign a data processing agreement before starting to process the Personal Data;
- if the Parties are required to process Personal Data as joint controllers within the meaning of the GDPR, they shall sign a joint controllers agreement before starting to process the Personal Data.

### **15.3 Transfer outside of the European Economic Area**

If one of the Parties is not located inside the European Economic Area nor in a country offering an adequate level of data protection according a decision of the European Commission, the Parties agree on the European Commission's Standard Contractual Clauses, which become

part of this Contract, unless other legal appropriate safeguards would legitimise the international data transfer between them.

## **16. Assignment and Subcontracting**

### **16.1 Assignment**

The Parties shall not assign or transfer any part of the Contract to a Third Party without the express prior written consent of the other, which shall not be unreasonably withheld.

The Consultant shall be entitled to assign or transfer the Contract to another company of the ENGIE Group.

### **16.2 Subcontracting**

The Consultant shall be entitled to subcontract the Services or part thereof.

## **17. Force Majeure**

Notwithstanding any provision to the contrary in the Contract, neither Party shall be liable for a delay or failure to fulfil its obligations under this Contract (except the Client's payment obligation) arising from Force Majeure which impacts the performance of its obligations.

The Party impacted by a Force Majeure event shall have to notify it in writing to the other Party without undue delay by giving a description and an estimation of the impact of the event on its obligations. In addition, the Parties shall take all reasonable measures to minimize the consequences of such situation.

The affected part of the Contract shall be deemed to be suspended for the duration of the Force Majeure event and the Consultant shall be entitled to be granted a variation in accordance with clause 7.3.

## **18. Hardship**

In case of exceptional circumstances independent of the will of the Consultant, beyond the Consultant's reasonable control and unforeseeable at the time of the signature of the Contract, which alters the relative rights and obligations under the Contract to the detriment of the Consultant by increasing the costs of performance of the Consultant's obligations hereunder (including but not limited to increases in the costs of labour, evolution of the markets, change of law), the Consultant shall be entitled to be granted an adaptation of the Remuneration and/or of the time schedule to reflect or restore the economic balance of the Contract, in accordance with clause 7.3.

## **19. Non-waiver**

Unless otherwise expressly provided in the Contract, no failure or delay of a Party to exercise any right or remedy under the Contract shall be considered, or operate as, a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies provided by law, save to the extent expressly set out hereunder.

## **20. Non-solicitation**

The Client shall not, during the course of the Contract and for a period of three (3) years as of the termination, for whatever reason, of the Contract and in any capacity (whether on its own behalf or on behalf of any Third Party or in any other capacity whatsoever):

- offer employment to or employ or offer or conclude any contract for services with, or solicit or entice the employment or engagement of, or enter into partnership with; or
- procure or assist any Third Party so to offer, employ, engage, solicit or entice

any employee, director or consultant of the Consultant, working or having worked, in any way, on the Project if the Client knows or should have reasonably suspected that such person would commit a breach of its contract with the Consultant when accepting such offer or proposal.

In case of breach by the Client of this non-solicitation obligation, the Client shall be liable for the payment of a lump sum equal to the total cost of two years' wages of the employee, director or consultant (including any and all benefits).

The Parties acknowledge that the provisions of this clause are reasonable and necessary to protect the Consultant's legitimate interests. However, if any of the provisions of this clause are ever held to exceed the limitations in duration, geographic area or scope or other limitations imposed by applicable mandatory law, the Parties shall be deemed to have agreed on equivalent provisions which comply with the maximum permitted by the mandatory applicable law.

## **21. Ethics**

Each Party represents and warrants that it currently respects and complies and that it shall always respect and comply with international and national applicable and enforceable laws, rules, regulations and orders concerning fundamental human rights, embargoes, prohibition of arms and drug trafficking, terrorism, customs and export control, immigration, prohibition of illegal work, financial criminal offences, corruption, fraud, money laundering and/or competition.

## **22. Language**

Unless otherwise expressly stated in the Special Conditions and/or in the Consultant's Proposal, the language of the Contract and any notices, Materials or communications arising out or in connection with the Contract or related to the performance of the Services, including any dispute resolution proceedings, shall be English, and if there are versions of any part of the Contract or any communications pursuant to the Contract which are written in more than one language, the version which is in the English language shall prevail.

## **23. Notices**

Any notice with reference to the Contract shall be validly made with respect to each of the Parties when a registered letter is sent to the addresses specified in the Contract (or, in the absence of such precision, the registered office of the addressee on the date of the issuing of the Consultant's Proposal) or to any other address subsequently notified.

Any notice to be made under the Contract shall be in writing and shall take effect as from the moment it is received by the other Party.

## **24. Severability**

If one or more of the provisions of the Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

## **25. Governing Law**

The Contract and any non-contractual rights or obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with Belgian law, to the exclusion of its conflict of laws provisions.

## **26. Dispute Resolution**

The Parties agree to first try to settle any dispute that may arise between them and undertake to use their best efforts to arrive at an amicable settlement.

Any dispute which cannot be solved by the Parties' representatives within fifteen (15) calendar days shall be submitted to the general manager of each Party upon written request by the most diligent Party.

If no amicable resolution to the dispute can be found between the general managers within fifteen (15) calendar days after the receipt of a notice requesting such meeting, and subject to what is stated in the last paragraph of this clause 26, the dispute shall, upon written notice from either Party, be finally and exclusively settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitration proceedings shall take place in Brussels, Belgium, with three arbitrators and shall be conducted in the language of the Contract.

Consolidation of disputes may only be permissible if the Parties have agreed upon such consolidation.

During arbitration, the performance of the Contract shall be continued by the Consultant to the extent that the Client has paid all amounts due and if the Client grants sufficient security for the payment of the balance of the Remuneration and interest that could be due to the Consultant in the event that the arbitral panel would find for the Consultant.

Notwithstanding the above, claims for unpaid invoices may also be submitted to the jurisdiction of the Belgian courts.