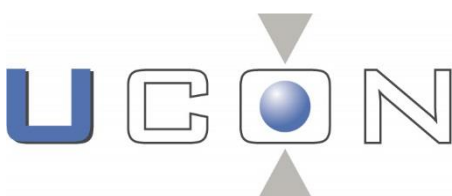


# THE **NRB** GROUP

## General terms and conditions of purchase



## **I GENERAL PROVISIONS**

### **ARTICLE 1 - GENERAL INFORMATIONS**

#### **1.1 SCOPE OF APPLICATION**

These general terms and conditions of purchase are applicable to all purchases of goods, works and services as well as to all orders placed by NRB Group.

By accepting the transaction, the purchase order or starting to provide services, the Contracting Party acknowledges having read NRB Group's general terms and conditions of purchase in advance and thereby waives all its general, special or other conditions, regardless of when or in what form they are transmitted.

No derogation from these general terms and conditions of purchase is permitted except by express derogation in the constituent documents of a particular Contract. Such a waiver shall only apply to the Contract under which the waiver was agreed.

The general provisions of these General Conditions of Purchase and those of the special provisions relating to works, the purchase of goods, consultancy and subcontracting are cumulative.

#### **1.2 Definitions**

**(a) Good(s):**

Refers to the good(s), subject(s) of the Contract

**(b) Service(s):**

Refers the service(s), subject(s) of the Contract

**(c) Works:**

Refers to the Work(s), subject(s) to the Contract

**(d) Consultant:**

The assigned person by the Contracting Party with the performance of a mission or a task

**(e) Contracting Party:**

Refers to the natural or legal person with whom NRB Group has entered into a Contract

**(f) Date of conclusion of the transaction:**

Refers to the date determined in compliance with Article 2.2

**(g) Days- Weeks – Months:**

Refers to the number of calendar/ business days, weeks or months

**(h) Contract:**

Refers to the Contract between NRB Group and the Contracting Party pursuant to which the last one undertakes to provide NRB Group with the agreed goods or services

**(i) NRB Group/NRB Group entity:**

Refers either to the NRB Group or one of the companies belonging to the NRB Group concerned by the purchase operation

**(j) Parties or Party:**

Refers to NRB Group and the Contracting Party or one of them;

**(k) Service Level Agreement:**

Refers to the part of the Contract that determines the level(s) of service to be achieved during its performance

**(l) Site:**

Refers to all or a part of the place(s) where the activities related to the Contract are carried out.

**(m) Subcontractor:**

Refers to a person or company to whom NRB Group subcontracts part or a public or private project or Contract.

### **ARTICLE 2 - THE CONTRACT**

#### **2.1 Contractual documents**

The contract consists at least of the following documents, in the Contracting Party's possession:

- The Contract signed by the NRB Group and the Contracting Party or, where applicable, the purchase order accepted by the Contracting Party in accordance with article 2.2, including all its annexes (engagement letter, etc);
- in the case of subcontracting, the technical specifications or the technical purchase file containing all the technical documents applicable to the Contract and the Client-Contract;
- These general terms and conditions of purchase;

In case of difficulty of interpretation or contradiction between the contractual documents, each one shall prevail over the next in the order in which they are listed in the Contract or the order and in the absence of such listing, in the order mentioned hereunder.

In case of difficulty of interpretation or contradiction between the Contract and its supplements and annexes, the main document shall prevail.

If the Parties wish to derogate from the Contract, its supplements and annexes, they shall do so in an amendment signed by them.

The documents exchanged between the NRB Group and the Contracting Party prior to the date of conclusion of the Contract shall never prevail over, or to be cumulative with, the provisions of the latter. They can only be used to clarify the provisions of the Contract that are open to several interpretations.

The documents referred to as "being in the Contracting Party's possession" in a contractual document, are deemed to be in the Contracting Party's possession. It is the Contracting Party's responsibility to request a copy of these documents from NRB Group if they are not in its possession.

These General terms and conditions of purchase are freely consulted on the website [www.NRB.be](http://www.NRB.be) and each website of an entity of the NRB Group.

#### **2.2 Conclusion of the Contract**

**2.2.1** Without prejudice to Article 2.2.4, the Date of conclusion of the Contract is the date of its signature, or in the absence thereof, the date of the purchase order, or in the absence thereof, the date of the start of the performance of the Service.

**2.2.2** The Contract and NRB Group's general terms and conditions of purchase are deemed to be accepted without reservation by the Contracting Party, in the first of the following situations:

(a) Upon receipt of the purchase order, provided that the Contracting Party does not object to the contractual conditions imposed by NRB Group within 7 business days. In any event, from the moment the Contracting Party begins the services or deliveries, it is deemed to have agreed to the terms of the Contract;

(b) Upon receipt of the Contract approved and signed without reservation by the parties.

#### **2.2.3 Tacit renewal**

Even if the Contract concerns successive performance, it cannot be tacitly renewed. It is the Contracting Party's responsibility to send, if necessary, a quote for the renewal the Contract. The renewal of the Contract shall be made by written amendment signed by both parties by the conclusion of a new Contract or, where applicable, by the issuance of a new purchase order renewing the existing Contract.

#### **2.2.4 Precedent conditions**

Without prejudice to Article 21, the order or the Contract defines whether the Contract is subject to the condition precedent that all required authorisations and licenses have been previously granted, without any compensation being due to the Contracting Party.

If any of the required authorisations and licenses are refused by the authority, subsequently cancelled or withdrawn or subject to any action likely to result in their cancellation or suspension, NRB Group reserves the right, at its discretion, to suspend or terminate the Contract, in a whole or in part, without compensation to be paid to the Contracting Party.

### 2.3 Cession

Unless prior written authorisation from NRB Group, the Contracting Party is prohibited from transferring all or part of its rights and obligations under the Contract to a third Party.

### 2.4 Association and subcontracting:

**2.4.1** Once the Contract has been concluded, the Contracting Party is forbidden to enter in a partnership with a third Party to carry it out, without the prior and written authorisation of NRB Group.

When the Contract is concluded with an association, the partners are indivisibly and jointly liable towards NRB Group for all contractual obligations imposed on the Contracting Party in the Contract unless expressly exempted in the said Contract. The partners appoint one of them to represent them with full power and to assure the coordination of the execution of the Contract.

**2.4.2** Unless authorized in advance in writing by NRB Group, the Contracting Party is prohibited from subcontracting the Work, goods and/or services that are part of its speciality.

The Contracting Party shall provide NRB Group with a list of proposed suppliers or subcontractors for approval before the start of the performance of the Contract of part thereof. Unless otherwise agreed in writing in advance by NRB Group, the Contracting Party may not choose a different supplier or subcontractor during the performance of the Contract than those included in the list approved by NRB Group. Such approval shall not create any legal relationship between it and the suppliers or subcontractors and shall leave the Contracting Party fully liable.

In the event of NRB Group's prior agreement to subcontract all or part of the Contract, the Contracting Party undertakes to ensure compliance with all the provisions of the Contract applicable to its suppliers or subcontractors and to provide NRB Group with proof thereof at first request. Consequently, the Contracting Party must seek and obtain the prior agreement of its own suppliers or subcontractors with respect to the transmission of a copy of the contracts signed between them.

### 2.5 Exclusivity

The Contracting Party cannot claim, in any form whatsoever, exclusivity over the Work, Goods and/or Services covered by the Contract. NRB Group does not guarantee any minimal quantity of turnover to the Contracting Party.

### 2.6 Wrongful non-fulfilment by the Contracting Party

#### (i) Possibility of substitution and termination

Except as provided in Article 2.7, if the Contracting Party fails to perform any part of its obligations, NRB Group reserve the right to, by an ordinary registered letter and without any legal formality being required and without prejudice to other measures covered by the Contract, including its right to claim the penalties provided for in Article 4 and to receive indemnification of the actual damage resulting therefrom, after a period of fifteen (15) days following notification by registered letter of formal notice, to take the following measures:

- remedy the failure of the Contracting Party, namely by substituting itself or a third Party in the performance of its obligations, at the Contracting Party's expense, risks and perils;
- Suspend the performance of the Contract until the Contracting Party has proved that it has remedied its failure of performance;
- To terminate the Contract, partially or entirely;
- Request the termination in law thereof with the application of a contractual penalty or equivalent compensation to the damage actually suffered.

#### (ii) Termination in case of serious breach

NRB Group reserves the right to terminate the Contract, by ordinary registered letter, without notice and without any legal formality being required, in case of serious breach of the Contracting Party's obligations. This option is without prejudice to other remedies or rights of NRB Group. In particular, are deemed to be a serious breach, the repetition of negligence, a breach of the data confidentiality and security clause, breaches of Data Protection Legislation, subcontracting without the prior agreement of NRB Group, subcontracting to a company outside of Belgium without the prior agreement of NRB Group, the non-compliance with the audit policy, etc.

#### (iii) Incapacity / Inability of the Contracting Party

NRB Group may, by ordinary registered letter and without any legal formality being required, terminate the Contract or suspend all or part of its own obligations when the Contracting Party's situation reveals, after the Date of conclusion of the Contract, legitimate fears that it will not fulfil its obligations, with compensation by the Contracting Party for all the damages to which NRB Group is exposed as a result.

This is the case in particular to the situation of bankruptcy proceedings, sequestration, liquidation of the Contracting Party or an equivalent foreign proceedings, etc.

### 2.7 Effects attached to the grounds for exemption of the Contract

**2.7.1** Are in particular considered as grounds for exemption, the case of force majeure, when it occurs after the conclusion of the contract, such as:

- war, whether declared or not, civil war, riots or revolutions, acts of piracy, attack or act of terrorism, sabotage;
- natural disasters, such as severe storms, hurricanes, earthquakes, tidal waves, floods, destruction by the lightning;
- Explosions, fires, destruction of machinery, factories and installations insofar as these events are not attributable to the Contracting Party;
- Government measures.

**2.7.2** The affected Party shall notify the other Party in writing of the existence of the grounds for exemption as soon as it becomes aware of it and no later than eight (8) days of their occurrence. The notification must specify the nature, start date, expected end date and expected impact on the fulfilment of its obligations.

The affected Party shall make every effort to limit the impact of the grounds for exemption on the contract.

As soon as the grounds has ended, the affected Party shall notify the other Party of the precise date of the end of the grounds for exemption, its actual impact on the performance of its obligations and its justification. It shall attach to this written document supporting documents, where appropriate, the certificates issued by an official organism.

**2.7.3** Without prejudice to Article 3.2, any occurrence of a ground for exemption shall have the effect of suspending the performance of the Party's obligations affected. The latter is exempt from its obligations to perform for a period which may not exceed the duration of the actual delay suffered as a result of grounds of exemption. For the duration of the suspension of the Contracting Party's obligations, the corresponding financial obligations of NRB Group are suspended.

**2.7.4** NRB Group may terminate the Contract:

- If the execution of it has become totally impossible;
- If the suspension following the occurrence of a ground for exemption persists for more than one (1) month;
- If it can reasonably be estimated at the time of the occurrence of a ground for exemption that it will make the performance of the Contract totally impossible or that the resulting suspension will continue for a minimum period of one (1) month.

**2.7.5** Without prejudice to Article 3.2 and pursuant to Article 2.7., any occurrence of a ground for exemption, notified in writing within eight (8) days of such occurrence, shall suspend the deadlines of the Contract during a

period that shall not exceed the duration of the actual delay suffered due to a ground for exemption.

### **2.8 Hardship**

In case of unforeseeable events occurring other than those foreseen in Article 2.7 and which the parties cannot avoid, and provided that they the effect of disrupting the economic bases of the Contract to the detriment of either Party, the parties shall jointly determine the adjustments to be made to the Contract, which could be a compensation to be due by one of the Parties, taking into account justified expenses.

### **2.9 Bankruptcy, Liquidation, Judicial Reorganisation procedure**

In case of bankruptcy, all contracts between the Parties are automatically terminated at the date of the judgment.

If the event that a Party is the subject to a judicial settlement order, falls under judicial reorganisation procedure or in liquidation, the other Party may terminate the Contract immediately, after sending a registered letter.

In such circumstances, the Contracting Party undertakes to provide NRB Group with all the information and support necessary for the development or the maintenance of the Work, Goods, or Services.

### **2.10 Modification of the company name, dissolution, merger, demerger**

The Contract shall remain valid in case of a change of the company name or in case of merger or demerger, if the absorbing company or the company resulting out of the demerger or merger is able to fulfil the obligations of the Party concerned.

### **2.11 Disbursements and compensations**

In case of suspension or termination of the Contract foreseen in Article 2.7, NRB Group shall pay to the Contracting Party a compensation covering the remuneration due, pursuant to the Contract, for Works, Goods and/or Services provided up to the date of suspension or termination (whichever is the earlier). No other compensation is due by NRB Group to the Contracting Party.

In case of termination pursuant to Article 2.6 no compensation, sum or reimbursement of expenses is due by NRB Group to the Contracting Party.

## **ARTICLE 3 - CONTRACTUAL DEADLINES**

### **3.1 Respect of deadlines**

The Contracting Party shall perform the services, covered by the Contract, within the agreed deadlines. NRB Group reserves the right to request any measures likely to guarantee the prompt performance of its obligations by the Contracting Party.

The deadlines start running from the date of entry into force of the Contract and are mandatory. The effective date of the Contract, if it is not explicitly mentioned in the Contract or the order, is the Date of the conclusion of the Contract.

Unless otherwise specified, the deadline is foreseen in business days.

When the last day of a deadline is a public holiday, the deadline shall be postponed until the end of the first next business day.

### **3.2 Delay – Change of deadlines**

Any event likely to delay the performance of the Contract must be notified in writing within eight days (8) of its occurrence, with the exception of critical or urgent situation which must be notified within twenty-four hours (24h).

A postponement of the deadline can be accepted only:

- Insofar as it corresponds to the suspension initiated by NRB Group;
- If it is justified by a ground for exemption affecting the Contracting Party as foreseen in Article 2.7 and within the limits and conditions foreseen in Article 3.3;
- If it is due to a failure of NRB Group to fulfil its obligations as part of a ground for exemption foreseen in Article 2.7;

- If the postponement is settled in a prior and written agreement from NRB Group.

The Contracting Party may not invoke, as a reason of postponing the contractual deadlines, delays due to corrections and defects attributable to him.

The Contracting Party shall use all possible means to meet any postponed deadlines set by the Contract and to shorten the delays, and shall comply with NRB Group's instructions. In the contrary, NRB Group has the right, after a written formal notice not followed by performance within eight (8) days, to have the Works, Goods and/or Services concerned completed and terminated by any company of its choice, at the Contracting Party's expense, risk and peril, even if the latter considers that the Works, Goods and/or Services are not faulty.

These provisions do not affect the application of the penalties for delay foreseen in Article 4.

### **3.3 Effect attached to a ground for exemption on the deadlines**

Without prejudice of Article 3.2 and the application of Article 2.7, any occurrence of a ground for exemption, notified in writing within eight (8) days of such occurrence, shall suspend the terms of a Contract for a period which shall not exceed the duration of the actual delay suffered due to the ground for exemption.

### **3.4 Formal notice**

Unless expressly provided otherwise, at the end of the contractual deadlines, the Contracting Party is deemed to have been given notice to perform and may not rely on the absence of a written notice from NRB Group for failing to comply with the contractual deadlines.

In addition to the application of the penalties foreseen in Article 4, NRB Group has the opportunity to request:

- The termination of the Contract, on the exclusive fault of the Contracting Party as well as a compensation for the prejudice actually suffered; or
- The cancellation of the contract and a claim for the compensation foreseen in the Contract; or
- The suspension of its own payment obligations; or
- If payment has already been made, to give notice to the Contracting Party to pay the contractual penalties plus compensation representing the damage actually suffered.

## **ARTICLE 4 - PENALTIES**

In case of termination or cancellation of the Contract foreseen in Article 2.6 and/or more generally as a result of any action or omission by the Contracting Party that caused or contributed substantially to the breach of the Contract and/or Client-Contract, without prejudice to the penalties provided for in the Contract and/or Client-Contract, NRB Group may claim compensation up to:

- in the case of a "project" service: the amount of the Contracting Party's remuneration provided for in the Contract,
- in the case of "run" mode services: the amount of the Contracting Party's services for twelve (12) months.
- If termination occurs during the "project" part and a "run" part is also provided for by Contract, NRB Group may request both compensations cumulatively.

The different types of penalties foreseen in this article or covering the compliance with the various deadlines may be cumulated and shall not discharge the Contracting Party of its liabilities.

Without prejudice to the other rights of NRB Group, including those foreseen in Article 2.6, the penalties shall be applied automatically without formal notice and may be achieved by compensation.

## **ARTICLE 5 - PRICE – INVOICING - PAIEMENT**

### **5.1 Nature of the price**

The prices and rates mentioned in the Contract are exclusive of the VAT. The Contract specifies whether the Contracting Party's remuneration is subject to revision. Without such a mention, the remuneration is deemed to be non-revisable.

#### **5.1.1 Fixed price**

The fixed prices shall be deemed to include all expenses and costs resulting from the supply of Works, Goods and/or Services, including those resulting from the Contracting Party's obligations under the Contract as well as the transport costs.

All the equipment necessary to supply the Works, Goods and/or Services is included in the global price.

The price shall be deemed to take into account all the conditions of execution under the conditions of time and place where such execution is carried out and in particular:

- The foreseeable natural phenomena;
- The normal use of the public domain or of the operation of public services;
- The simultaneous execution of other works or services;
- The presence of other companies;
- The operation of facilities or works.

#### **5.1.2 Actual expenses**

Actual expenses are calculated at cost, upon presentation of supporting documents, increased with a percentage for overhead and profit if such a percentage is foreseen in the Contract.

If the Contracting Party incurs expenses that are not covered by the Contract, NRB Group reimburses the Contracting Party for its actual expenses if and to extend that it has given its prior written authorisation for such expenses.

#### **5.1.3 Additional or complementary performances**

Any performance provided by the Contracting Party that would lead to the exceeding of any ceiling set in the Contract requires the prior written authorisation of NRB Group. Failing this, the remuneration of these performances is included in the fixed price and no remuneration or compensation is due by NRB Group. No additional or complementary performance may be invoiced under the Contract other than the price previously determined, except those performed following a prior written request from NRB Group, at the price and conditions agreed in the Contract.

### **5.2 Invoice terms**

#### **5.2.1 General requirements**

In the absence of one of the prescribed legal or contractual information (including the purchase order number) renders the invoice null and void. In this case, NRB Group reserves the right to return the invoice within sixty (60) days to the Contracting Party. This return is equivalent to a protest of the invoice without further reaction from NRB Group being required for this purpose. Should the Contracting Party's invoice not comply with NRB Group instructions of which the Contracting Party was aware, the invoice shall be deemed erroneous and the Contracting Party be required to issue a credit note to NRB Group.

#### **5.2.2 Discount and price reduction**

In case of discount and/or reduction of the rates agreed upon with NRB Group in a general manner and/or in pursuance of the Contract, the same discount is applicable to the abovementioned additional and/or complementary performances.

### **5.3 Payment terms**

The amounts due shall be payable thirty (30) days after the end of the Month following the date of receipt of the invoice or of written request for payment from the Contracting Party, mentioning the amounts due and accompanied with the required documents.

In case of the supply of Works, Goods and/or Services performed under a Contract for a public sector Client, the amounts due are payable at sixty (60) days after the end of the Month following the date of receipt of the invoice.

Unless otherwise agreed, each payment shall only be made if all contractual obligations are fulfilled by the Contracting Party on the date of the introduction of an invoice. No payment may be required if the payment related to a previous term has not been made as a result of a breach or default by the Contracting Party.

Payments are made exclusively by bank transfer and without direct debit to the bank account indicated on the invoice.

In case of a dispute, NRB Group shall pay the disputed amounts within thirty (30) days or sixty (60) days after the end of the Month following the date on which the amicable settlement was concluded or the date of the Court decision that puts a final end to the dispute.

The Contracting Party waives its right to rely on the exception of the non-execution in order to suspend the performance of its obligations during the dispute. Partial or full payment by NRB Group does not constitute acceptance and/or approval of the Works, Goods and/or Services.

### **5.4 Compensation and connexity**

If there are outstanding payments and debts between the Parties, whatever their origin, NRB Group reserves the exclusive right to compensate its outstanding payments with its own debts towards the Contracting Party or to exercise the right of retention or the exception of non-performance, as if all outstanding payments and debts were based on a single contractual obligation.

### **5.5 Accountancy**

The Contracting Party is required to keep a complete and accurate account of all amounts charged to NRB Group that have already been invoiced and that remain to be invoiced. The Contracting Party shall provide all the supporting documents to support the invoices sent to NRB Group, upon request and within a maximum period of eight (8) days.

### **5.6 Offshore companies**

The contracting Party undertakes to inform NRB Group, no later than at the time of the submission of his proposal, that it wants to invoice its services through a company whose registered office is situated in a country with non-existent or low taxation within the meaning of the Law of 23th December 2009, or wants to subcontract the engagement by this type of company.

The contracting Party undertakes to reimburse the loss linked to the non-deductibility of the sums paid to it as well as all fines, interest for delay and other penalties, without prejudice to NRB Group to claim compensation of the actual damage suffered by tax evasion process.

## **ARTICLE 6 - INTELLECTUAL PROPERTY**

**6.1** If the development delivered by the Contracting Party include part of the work that existed prior to the execution of the assignment, the Contracting Party and/or the Consultant hereby grant NRB Group a non-exclusive license to use these pre-existing creations for all purposes, including commercial purposes, relating to all intellectual property rights related to these creations.

This license covers in particular:

- A permanent or temporary reproduction right, in any form and on any medium, online or offline, including the distribution right of the material copies of the work; including in particular, any paper medium (in particular promotional or practical documents such as instructions for use), CD-Rom, DVD, database, etc;
- The right of adaptation in all forms and all media, and in particular the right to translate into all languages, and for any purpose whatsoever (in particular with a view to integration into another work);
- The right of communication to the public by any means of communication and technology, including internet or any form of online communication, including making it available to the public in such a way that everyone can access it from a place and in a time individually chosen by them;

- Derived exploitation right in the form of merchandising (in particular for the production of advertising items).

NRB Group has the right to exploit this license itself or to grant it in a whole or in part to any third Party of its choice.

The license covers the territory of the whole world and the entire duration of the rights concerned (including any extensions).

The price for the performances as foreseen in the Contract covers all the granted rights.

**6.2** All informations, in any form whatsoever, developed for NRB Group pursuant to the Contract or constituting the direct or indirect result of the Contract, becomes the full and entire property of NRB Group as and when they are developed.

In the event that the Contracting Party uses the services of third parties (employed or self-employed) in the performance of the tasks entrusted to it, the Contracting Party undertakes to provide in the employment contract or the collaboration contract (if necessary in the form of an amendment) a rights assignment clause of the same scope as this clause and undertakes to waive the authors's moral rights, within the limits set out in this provision.

**6.3** No reproduction, use or reference to them, nor any reference to NRB Group, trademarks, logos, photos, codes, designs or specifications may be made by the Contracting Party in any advertisements, promotional actions, advertising, publications or technical, commercial or other type of presentations, without the prior written authorisation of NRB Group.

**6.4** The Contracting Party shall bear alone at its own costs all harmful consequences resulting from any infringement related to the Work, Goods and/or Services covered in whole or in part by patents, licenses, trademarks, industrial designs and models. The Contracting Party shall ensure that it enters into an arrangement with their holder at its own cost, pays royalties, obtain the necessary assignments, licenses and authorisations or in the absence of the Contract, modifies the Works, Goods and/or Services to avoid any infringement.

In case of actions or proceedings for infringement directed against NRB Group, the Contracting Party undertakes:

- to take up the defence of NRB Group's rights and interests and to hold it harmless from any pecuniary and other consequences that may result from such actions or proceedings on the part of NRB Group ;
- to bear all damages due to the holders of the patents, licenses, trademarks, industrial designs or models, in principal, costs and interests;
- to reimburse NRB Group, at its first request, for all costs of any kind whatsoever, including lawyers' fees, experts and technical advice, incurred by it as a result of or in connection with such actions and proceedings;
- to have the disputed item amended, if necessary, without delay, by replacing it, if necessary, free of charge, with equivalent item free from for infringement. All costs, risks and perils, including penalties for delay resulting therefrom, shall be borne exclusively by the contracting Party;
- that any transaction between the Contracting Party and third parties is subject to the prior written authorisation of NRB Group. The prior approval given by NRB Group to the modifications to be made to the Works, Goods and/or Services does not in any way modify the Contracting Party's obligations, in particular in the event of new infringement proceedings, following the modifications made.

#### **ARTICLE 7 - CHANGES IN TECHNICAL CONDITIONS AND IMPROVEMENT**

**7.1** During the supply of the Works, Goods and/or Services, the Contracting Party shall inform NRB Group as soon as possible of any technical improvements that may be made to the Works, Goods and/or Services.

The Contracting Party shall justify its opinion concerning the interest of these improvements and shall study, at no cost to NRB Group, the possibilities for their adoption, taking into account the progress of the Works, Goods and/or Services. It submits to any entity of NRB Group the impact of this adoption on the initial terms of the Contract.

NRB Group reserves the right to request that these improvements be applied. These amendments are the subject of a written Contract between NRB Group and the Contracting Party.

**7.2** In any event, NRB Group retains the right to impose changes to the technical conditions of the Contract. These amendments are the subject of a written Contract between NRB Group and the Contracting Party. In the event of disagreement, the procedure provided for in Article 12 shall apply.

#### **ARTICLE 8 - DELIVERY**

##### **8.1 General requirements**

Unless otherwise provided in the Contract, the deliveries, packaging, marking, transportation shall be carried out in accordance with the Incoterm (latest edition), including the related insurance.

##### **8.2 Packaging**

All packaging costs shall be borne by the Contracting Party.

The dimensions and weight of the packages are compatible with the means and routes of transport chosen. The Contracting Party is required to carry out the necessary checks on this subject himself and to take all necessary measures.

NRB Group may require the Contracting Party to submit to it in due time the provisions laid down for the packaging of its supply and its recovery. Such communication shall in no way reduce the Contracting Party's liability.

##### **8.3 Marking**

All products are marked before delivery, at the Contracting Party's costs, according to the applicable legal or regulatory standards and NRB Group instructions.

##### **8.4 Storage**

If necessary, the contracting Party shall provide for the storage of the products on its premises, at its own costs.

In case that a shipment or delivery is delayed, at the written request of NRB Group, the Contracting Party is required to store its supply under its sole responsibility and to cover the storage risks with insurance.

##### **8.5 Shipment**

The Contract specifies the cases in which the Contracting Party requests in writing, from NRB Group, the authorization to proceed with the shipment, at least fifteen (15) days before the date scheduled for shipment of the supply.

##### **8.6 Transportation**

Unless otherwise provided, all transport costs relating to the Works, Goods and/or Services shall be borne by the Contracting Party.

In case of dispute in this respect, all transport costs are deemed to be included in the fixed price accepted by NRB Group.

In case of a delay attributable to the Contracting Party, NRB Group may impose a specific means of transport on the Contracting Party, by informing it in writing, which shall be implemented at the Contracting Party's expense, within eight (8) days.

In case of damage, the Contracting Party shall bear all the consequences thereof.

##### **8.7 Delivery**

The Contracting Party shall transport the supply to the delivery address provided by NRB Group, as well as unload it at that location. The Contracting Party shall provide the necessary personnel and equipment for this purpose. The use of handling equipment belonging to NRB Group is possible with prior written authorisation from the latter.

The delivery is only made during the days, hours and address communicated and, failing that, during business days and hours. The Contracting Party shall provide NRB Group with a delivery note, at the time of delivery. The signature of this note or any other document by NRB Group upon delivery is valid only as proof of delivery and not as acceptance. Invoices relating to the delivery of Goods shall be accompanied by a signed copy of the delivery note.

In the case of particularly heavy or bulky equipment, the Contracting Party shall first contact the recipient at least in advance 48 hours before.

Partial deliveries are forbidden, without prior authorisation of NRB Group.

Unless otherwise provided, if the delivery is made by truck of significant volume in a place of difficult access, the Contracting Party shall bear, at its own costs, book parking spaces.

If, when unpacking the supply, NRB Group notices damage to the supply, it has a period of thirty (30) days from the date of delivery to inform the Contracting Party, regardless of the indication on the delivery note. The Contracting Party shall take over the defective supply and return an equivalent supply or repair the damaged supply, all at its own expenses, without prejudice to other measures foreseen by the Contract, including the right to claim payment of penalties foreseen in Article 4 and compensation for all the damage resulting therefrom.

This article also applies to any supply delivery ordered by NRB Group and received by any other person.

### **8.8 Waste disposal**

The Contracting Party shall remove from the Site all excess waste, packaging and materials that appear during the performance of the Contract. Failing this, NRB Group will dispose of excess wastes, packaging and materials at the Contracting Party's expenses.

## **ARTICLE 9 - TRANSFER OF OWNERSHIP AND RISK**

### **9.1 Ownership transfer**

The transfer of ownership is completed:

- as regards the Works and/or Services, as soon as they are provided or, in any case, upon partial payment of the price;
- as regards the Goods, from the date of the Conclusion of the Contract or, in any case, upon partial payment of the price. The Contracting Party undertakes to place them individually, individualize them, indicating that they have become the property of NRB Group.

### **9.2 Risk transfer**

The transfer of risks, including those that arising in particular from environmental and safety obligations, takes place as soon as the delivery note is signed on the Site chosen by NRB Group.

## **ARTICLE 10 - COMMISSIONING – ACCEPTANCE**

### **10.1 Commissioning**

As soon as possible, the Contracting Party shall proceed with the final adjustment or, as the case may be, the tests prior to the commissioning of the Work, Goods and/or Services in accordance with the Contract.

The final adjustment or the tests shall be performed under the responsibility of the Contracting Party. However, NRB Group reserves the right to conduct additional tests.

### **10.2 Provisional acceptance**

#### **10.2.1 Conditions**

(i) Works, Goods and/or Services constructed, assembled and put into service on the Site by the Contracting Party.

The Contracting Party shall retain the right, until the provisional acceptance, with the prior written authorisation of NRB Group, to make the necessary modifications, fine-tuning and adjustments at its own expense within the limits permitted by the operation constraints.

After satisfactory operation for a period of one (1) month following commissioning, provisional acceptance operations shall be carried out by NRB Group and in the presence of the Contracting Party, provided that the Contracting Party has obtained the necessary certificates from approved by the certified organizations.

NRB Group shall be convened by registered mail at least then (10) calendar days before the scheduled date.

General terms and conditions of Purchase of the NRB Group

Acceptance operations include the verification of the equipment and tests to ensure that the Goods/Services meet the conditions of the Contract, in terms of quality and reliability.

Provisional acceptance tests may be carried out, at the request of NRB Group, by a certified body. The results of the tests carried out by the body shall be recorded in the presence of both parties.

(ii) Works, Goods and/or Services constructed and/or assembled on the Site, but not put into service by the Contracting Party.

Where requested in writing by NRB Group, provisional acceptance of the Goods constructed or assembled on the Site, but not put into service by the Contracting Party, is granted when:

- the construction and/or assembly of the Goods is completed to the satisfaction of NRB Group and is ready for use; and
- the Contracting Party has fulfilled all other obligations set forth in the Contract and its annexes.

(iii) Works, Goods and/or Services not assembled or put into service by the Contracting Party.

Provisional acceptance of the Goods not assembled or put into service by the Contracting Party shall be granted, at the written request of the NRB Group, when, after inspection and factory tests, it is established that the Goods are delivered in good condition, pursuant to the conditions and at the place foreseen in the Contract.

(iv) Works, Goods and/or Services, assembled but not provided by the Contracting Party.

At the earliest two (2) months after the Goods assembled by the Contracting Party have been put into service or, where applicable, after the correction by the Contracting Party of an assembly defect that appeared after the commissioning, the latter may request, in writing, that NRB Group proceed with the provisional acceptance.

(v) Other Works, Goods and/or Services

The provisional acceptance of the Goods and/or Services not listed above is granted thirty (30) days after delivery unless NRB Group note that they are not delivered in good condition, under the conditions and at the place specified in the Contract and this, at the latest thirty (30) days after this delivery.

#### **10.2.2 Required documents for the provisional acceptance**

Provisional acceptance cannot be requested until all copies of the documents required by Contract for provisional acceptance have been provided to NRB Group by the Contracting Party. At the latest at the time of the provisional acceptance, the Contracting Party shall provide NRB Group with a complete file containing all documents established during the supply of Works, Goods and/or Services, including but not limited to, detailed plans, technical documentations, manuals, guides, maintenance work, maps, schedules, certificates, etc. There plans must be in accordance with the actual supply of Works, Goods and/or Services on the Site and take into account all modifications, event minor ones, made during the manufacture, execution, assembly, testing and fine-tuning process.

#### **10.2.3 The provisional acceptance report**

(a) The provisional acceptance report shall be drawn up and accepted by NRB Group, in the presence of the Contracting Party. It is enforceable against the Contracting Party who, having summoned, is nevertheless absent.

(b) The provisional acceptance shall take effect on the date of signature of the contradictory minutes of the provisional acceptance.

(c) The reservations made during the provisional acceptance shall be annexed to the minutes. Final acceptance shall be granted at the earliest on the day on which the last reservation recorded in the minutes of the provisional acceptance has been lifted.

In any event, partial acceptance cannot be established.

#### **10.2.4 Postponement of the provisional acceptance**

If the reservations are considered unacceptable by NRB Group and/or if the results of the inspections or tests are not satisfactory, provisional acceptance is not established. NRB Group and the Contracting Party agree on the modifications to be made by the Contracting Party to the Works, Goods and/or Services in order to meet the requirements and specifications of the Contract.

Provisional acceptance shall be granted only after the previous reservations have been withdrawn and the results of the eventual any new tests and inspections have been recorded in accordance with the requirements and specifications of the Contract. The costs relating to these tests and inspections shall be borne by the Contracting Party.

### 10.3 Final acceptance

The Parties may request, in writing, that the final acceptance be granted:

- at the earliest on the Day on which the last reservation recorded in the minutes of the provisional acceptance was lifted and,
- provided that the outstanding claims are definitively settled.

Within fifteen (15) days of receipt of the request for a final acceptance, a general inspection of the Works, Goods and/or Services and their operating conditions since the provisional acceptance shall be carried out.

In cases where required by the Contract, final acceptance takes effect on the date of signature without reservation by NRB Group and the Contracting Party of the final acceptance report. The signature of the final acceptance report does not release the Contracting Party from its legal obligations.

In any event, partial acceptance cannot be established.

In cases where the acceptance of the Works, Goods and/or Services, is mandatory, the final acceptance report is an essential element for invoicing. Failing this, the invoice cannot be accepted and no payment will be approved by NRB Group without any compensation, interest or late payment penalty being due to the Contracting Party.

## ARTICLE 11 - OBLIGATIONS AND GUARANTEE/WARRANTY PROVIDED BY THE CONTRACTING PARTY

### 11.1 General obligations of the Contracting Party

The Contracting Party guarantees that the execution of its obligations meets all the requirements of the Contract, the best practices and standards in force.

The Works, Goods and/or Services must be complete in all respects. They include, in particular, all documents, technical data sheets, works, raw materials, materials, equipment, mechanisms and accessories useful for the complete completion of the Contract or for the performance and services guaranteed in the Contract, even if they are not explicitly mentioned in the Contract. Are included in the Contract, all services useful for the repair and replacement of Goods and Works during the warranty period and for the restoration of the Site after performance of the Contract.

The Contracting Party's equipment necessary for the delivery of the Goods or the proper performance of the Works and/or Services on the Site must be available at all time during the performance of the Contract.

In no event shall NRB Group's interventions and/or approvals reduce the Contracting Party's liability before the expiry of the warranty period.

The Contract mentions whether it is a guarantee of means or results, if not specified, it is a guarantee of result.

### 11.2 Legal obligations of the Contracting Party and compliance with ethics

**11.2.1** The Contracting Party warrants that the Works, Goods and/or Services comply with:

- The Law on workplace well-being (Law of the 4 August 1996)
- The General Regulation on Work Protection (Prevention policy);
- The Royal Decrees on the work equipment (AR of 12 august 1993) ;
- The Royal Decrees applicable to the type of equipment ordered (ex : AR on the individual protections);
- The export compliance laws.

In addition, the Goods must be delivered with a certificate of conformity and precautions for use in the user's language (CE with the license reference).

**11.2.2** On the other hand, it undertakes to take internal measures to ensure compliance with the following main ethical principles:

- **Respect for Human Rights** and compliance with the principles of the Universal Declaration of Human Rights, the OIT Declaration and the OCDE and United Nations guidelines;
- **Anti-corruption measures** and compliance with the FCPA and the UKBA;
- Compliance with **measures against money laundering, terrorist financing and tax evasion**;
- Respect for **competition**.

It will also ensure that its own suppliers and subcontractors guarantee compliance with the above ethical principles.

In any event, any infringement or suspicion of a risky situation must be communicated immediately to NRB Group.

### 11.3 Obligations of the Contracting Party during the Warranty Period

#### **11.3.1** Warranty period

The warranty period covers the period of validity of the general and specific warranties set forth in the Contract.

Unless otherwise provided, the warranty period shall have a minimum duration of minimum twelve (12) months from the date of transfer of risks.

#### **11.3.2** Obligation of the Contracting Party

During the warranty period, the Contracting Party and NRB Group are required to inform themselves of any defects that may be identified. The Contracting Party shall be required to remedy it at its own expense and all its consequences and to replace any part of the Works and/or Goods found to be defective, all without prejudice to any other sanctions applicable under the Contract.

If the supply of new equipment is purchased from a third Party by NRB Group and such equipment is made available to the Contracting Party pursuant to the Contract, the Contracting Party undertakes to use it professionally; in any events, it must assume its liability.

All Works, supplies or performances failing to the Contracting Party during the warranty period must be carried out as quickly as possible and within a maximum period of fifteen (15) days, the Contracting Party being required, moreover and without prejudice to any other rights of NRB Group, to bear all expenses incurred, as well as all measures to best meet the requirements of the operation, by reducing the duration of the periods of total or partial unavailability of the Works, Goods and/or Services.

If the defect is due to a design error, the Contracting Party shall replace or modify all identical parts included in its supply, even if they have not given rise to any incidents.

#### 11.4 Extension of the warranty period

If, during the warranty period, all or a part of the Works, Goods and/or Services are unavailable, the warranty period as a whole is increased by the cumulative duration of all such unavailability periods.

If, during the warranty period, it is necessary to replace an item of the Works, Goods and/or Services, the warranty period shall only run for the item in question from the transfer of risk for replacement parts. The Contracting Party alone shall bear all the costs, including transport and labour costs provided by NRB Group.

## ARTICLE 12 - RESOLUTION OF TECHNICAL DISPUTES

In the event of a technical disagreement between NRB Group and the Contracting Party, the dispute may be submitted to maximum three (3) experts (one expert for NRB Group, one expert for the Contracting Party and the third expert appointed by the two experts). If one of the Parties does not appoint its expert within eight (8) days of the request made by the other Party, or if the experts appointed by the Parties do not appoint a third expert, the President of the court of the first instance of Liège shall appoint the missing expert(s), at the request of the most diligent Party.



In the absence of agreement on the application of this procedure, Article 25 shall apply.

The sole mission of the experts is to examine the disputed elements, provide technical advice on technical disputes, formulate recommendations and proposals for solutions and, as the case may be:

- identify the changes to be made to the technical conditions of the Contract, as well as the resulting modifications, in particular as regards price, contractual deadlines and any compensations;
- identify the improvements to be made to the Works, Goods and/or Services covered by the Contract, as well as the resulting modifications, in particular with regard to price and contractual deadlines;
- assess the damage as a result of an event referred to in Article 13.2.

NRB Group and the Contracting Party are free to forward to the experts any document relevant for the resolution of the dispute, as soon as possible. A copy of these documents shall be communicated to the other intervener in the proceedings. The decision of the experts is binding on NRB Group and the Contracting Party, as well as on any other Party to the proceedings who has agreed to attend. The parties expressly undertake to implement the recommendations made by the experts. The costs will be shared between NRB Group and the Contracting Party.

## **ARTICLE 13 - LIABILITIES - INSURANCES**

### **13.1 General liability**

**13.1.1** The Parties shall assume the consequences arising from their faults and breaches within the framework of the Contract.

In any event, NRB Group shall never be liable to compensate the Contracting Party for indirect, consequential, intangible, special or incidental damages, including damages resulting from loss of data, expected or lost profits or loss of clients, loss of production, loss of income or loss of contracts.

**13.1.2** In the event of damage to a third party in the performance of the Contract, the third Party shall address any claim and action exclusively and directly to the Party it considers liable for its damage. If the origin of the damage or prejudice is attributable in whole or in part to the other Party, the latter shall compensate the first Party, in whole or in part, for all consequences of the claim of such third Party.

**13.1.3** The Contracting Party shall be liable for itself and for its employees, Consultants or subcontractors who have actually performed. In addition, it must, in the full discharge of NRB Group, be held liable for breaches of its obligations under labour law.

### **13.2 Specific liabilities**

In case of damage suffered by NRB Group or its personnel, in which the personnel, the goods of the Contracting Party and/or its subcontractors are involved, and of which the original author would, according to the Contracting Party, be a third party, the Contracting Party is required to repair the damage or compensate NRB Group and/or its personnel from the moment when the amount of the damage is determined by NRB Group. In case of dispute over this amount, it shall be determined in accordance with the procedure referred to in Article 12.

The Contracting Party is liable, both to NRB Group and third parties, for damage caused by any equipment and/or service for which the Contracting Party has given its guarantee/warranty.

### **13.3 Insurances to be taken out by the Contracting Party**

Before starting the performance of the Contract, the Contracting Party must subscribe:

(a) Insurance policies required by Belgian legislation and in particular:

- a « Legal » insurance policy, in accordance with the Belgian law guaranteeing compensation for accidents at work and on the way to work of which members of its staff participating in the performance of the Contract may be victims, even if they do not work under the direction and supervision of the Contracting Party. The Contracting Party undertakes that its insurance

company waive all claims against NRB Group and all Parties intervening on the Site or under the Contract;

- a « Civil automobile liability insurance » insurance policy covering registered vehicles having access to the Site and facilities.

(b) A « Commercial liability insurance » insurance policy covering the third parties including NRB Group against all physical, material and immaterial damage, including but not limited to additional expenses, loss of earnings, loss of profits, commercial or financial losses.

This policy must contain the following clauses:

- the insurance covers without restriction or reservation the civil liability that the Contracting Party may incur under any legal or regulatory provisions for damage of any kind caused to third parties, including NRB Group, resulting directly or indirectly, from its business, personnel, subcontractors, premises or goods, during or outside working hours, inside or outside the Site;

- NRB Group's employees and agents are considered as third parties with respect to the Contracting Party;

- insofar as the insured's civil liability is involved, the policy also applies in the event of accidents caused by the personnel, equipment and goods made available to the Contracting Party by NRB Group.

(c) A « Product liability and/or post-delivery and/or after-work » insurance policy covering third parties, including NRB Group, against all physical, material or immaterial damages.

The Contracting Party shall maintain this policy in force at least until the end of the warranty period.

(d) A « Transport » insurance policy covering damage that may be caused to Goods during transport, including those inherent in their storage, loading, intermediate storage, unloading, stowage and covering.

(e) An insurance policy covering its liability for the protection of personal data and compliance with Data Protection Legislation.

The subscription of all the policies is only requested when they are likely to apply to the Contract.

### **13.4 Various provisions**

The Contracting Party must be able to provide NRB Group, at any time, with proof that the insurance cover imposed has been taken out. NRB Group reserves the right to request further information or to refuse insurance cover for valid reasons. At the request of NRB Group, the Contracting Party and its subcontractors ask their insurers to harmonise their policies with those of the other Parties.

The Contracting Party's subscription to the insurance policies defined in the Contract does not release the Contracting Party from the responsibility that it must legally or contractually assume.

The Contracting Party undertakes to reimburse NRB Group any additional premiums it may pay in its own name or in place of the Contracting Party to guarantee coverage following an event attributable at the latter.

## **ARTICLE 14 - ACCESS TO THE SITE**

This article shall apply to the Contracting Party and all its possible subcontractors.

The Contracting Party shall comply with NRB Group's specific instructions and with the rules on access, safety, well-being and environment applicable to the Site. Where the Contracting Party considers that the requirements of a particular instruction exceed the conditions of the Contract or are contrary to the proper provision of the Works, Goods and/or Services, it must submit written comments to NRB Group within eight (8) days from the date of their communication.

The Contracting Party takes note of the "NRB Group Site Access Policy" and imposes them on its staff, subcontractors and, in general, on any person under its responsibility, who fully comply with them. The Contracting Party shall be fully liable for any violation of these regulations and shall bear all the consequences thereof. The Contracting Party shall bear all costs relating to such access to the Site, including waiting times before delivery.

NRB Group may at any time take action against the Contracting Party, including refusing access to the Site by any person under the responsibility of the Contracting Party in respect of whom it notices irresponsible or dangerous behaviour or who is caught in flagrante delicto of violation of these regulations. Such prohibition shall in no way relieve the Contracting Party of its responsibility for the proper performance of the Contract.

#### **ARTICLE 15 - THE STAFF OF THE CONTRACTING PARTY**

**15.1** This article shall apply to the Contracting Party and all its employees, consultants and subcontractors.

**15.2** By accepting the Contract, the Contracting Party guarantees the full qualification of its staff.

**15.3** The Contracting Party shall endeavour to maintain the team in place, including a member of immediate replacements for defaulting personnel, at the time of conclusion of the Contract.

**15.4** The Contracting Party only employs workers covered by a social security regime. In addition, before the Consultant begins his activity in Belgium, he will make the Limosa declaration ([www.limosabe.be](http://www.limosabe.be)) for:

- any worker employed by a foreign company and temporarily or partially employed in Belgium,
- any self-employed person who temporarily comes to Belgium to exercise a self-employed activity in Belgium without permanently residing there,
- any trainee who is doing their traineeship in Belgium as part of a study programme or vocational training abroad.

The Contracting Party will send NRB Group, before the Consultant's occupation begins in Belgium, proof of the Limosa declaration or its acknowledgement of receipt. Failure to comply with this obligation is considered as serious breach. In this case, NRB Group reserves the right to terminate the Contract without notice or compensation, with the Contracting Party bearing all the consequences.

**15.5** The Contracting Party shall in any event remain responsible for the social and fiscal obligations relating to the employment of its staff, Consultants and Subcontractors.

**15.6** The Contracting Party and all its staff remain in all situations, fully independent of NRB Group and can at no time be considered as employees of NRB Group.

**15.7** The Contracting Party, Consultant or Subcontractor shall perform the services independently, the latter shall always work under the responsibility and authority of the Contracting Party and shall not receive any binding instructions, instructions or orders.

However, the fact that NRB Group or its Client imposes the following instructions does not constitute the exercise of authority:

- General guidelines to enable the execution of the Services and the continuity of the service to be provided to the Client(s);
- Compliance with safety rules and rules relating to well-being at work, order or hygiene;
- Compliance with applicable administrative procedures or regulations;
- Guidelines for the internal organisation of NRB Group;
- Directives relating to the training required to perform the Services and the evolution of the market;
- Any deadlines for completion.

**15.8** The Contracting Party, its employees, Consultant or Subcontractor shall be aware of the policies with which they must comply in the performance of their Services, including policies relating to the use and security of the network and information, confidentiality, code of conduct, etc. A form of acceptance and commitment to comply with the said policies must be signed by the latter no later than the first day of the mission and before his first connection to the network.

Failing this, NRB Group reserves the right to refuse any access or withhold payment of the following invoices until reception by NRB Group of the acceptance form signed by the person who actually performs the services

**15.9** The Contracting Party, its employees, Consultant or Subcontractor who will have to represent NRB Group in the context of its mission must comply with the following principles:

- Respect for NRB Group's interests;
- The reflection of NRB Group's values;
- The use of the name and image of NRB Group for strictly professional purposes and in accordance with the prior written authorisation granted to it;
- Limiting communication to one's own expertise;
- The absence of opinion or personal interest.

Failure to comply with any of the obligations set out in this article may be considered as serious misconduct depending on the circumstances and at the sole discretion of NRB Group.

**15.10** The Contracting Party undertakes not to make any offer of employment to NRB Group's employees for a period of twelve (12) months after the last Day of fulfilment of the order. Any breach of this obligation may be sanctioned by the Contracting Party paying NRB Group a lump-sum compensation equivalent to twelve times the gross monthly salary of the person concerned at the time of the breach.

#### **ARTICLE 16 - CONFIDENTIALITY AND SECURITY OF DATA**

The Contracting Party undertakes to maintain the confidentiality of all information transmitted under the Contract by NRB Group and/or its Client. The Contracting Party shall not disclose any confidential information to any third party, in any form whatsoever, and shall not use it in any way for any purpose other than the performance of the Contract.

The Contracting Party shall take the necessary measures to ensure that the obligation of confidentiality is scrupulously respected by each of its employees, as well as by any person who, without being an employee of the Contracting Party, is under its responsibility and would be required to obtain knowledge of or access confidential information, even after the performance of the services has been completed, for an indefinite period.

If the signature of a confidentiality certificate is required by the Contract, the failure to sign and deliver a validly completed confidentiality certificate to NRB Group may result in the suspension of the Contract, without prejudice to NRB Group's right to be compensated for any damage incurred as a result and its right to terminate the Contract, in whole or in part.

The Contracting Party may not, without the prior written authorisation of NRB Group, distribute or advertise, or make available to third parties, any documents drawn up in collaboration with NRB Group, or containing information originating from or belonging to the latter. The documents that are transmitted to the Contracting Party by NRB Group may not be published, copied or communicated to third parties.

The Contracting Party must, without delay, notify NRB Group of anything that could give rise to a presumption of a breach of this confidentiality obligation.

In the event of nullity, cancellation or termination of the Contract, the Contracting Party shall return or destroy ALL confidential documents or information relating to the Contract. At the request of NRB Group, the Contracting Party shall provide, within fifteen (15) Days, a certificate of destruction of the documents.

The fact that the Contracting Party holds confidential information from NRB Group does not in any way modify the ownership regime relating thereto and does not give rise to any ownership or intellectual property rights on its part.

The Contracting Party must ensure that security measures, whether organisational, administrative, physical or technical, are in place against the loss, misuse, abuse, unauthorised access, alteration or theft of NRB Group and/or its Client's data so that the data can be recovered at any time and in a usable form. The level of security must be at least the level required by the nature of the data itself, including intrusion tests at least once a year. Unless otherwise stipulated, NRB Group cannot be charged for data security costs.

Failure to comply with this article is considered as serious breach and may be penalised by any legal action. NRB Group reserves the right to claim, for each infringement found, an irreducible penalty of twelve thousand five hundred

euros (12,500 €), without prejudice to claim compensation for the damage actually suffered.

#### **ARTICLE 17 - DATA PROTECTION**

Insofar as the services involve the processing of personal data within the meaning of the Data Protection Legislation, the following provisions apply to the Contract.

The Parties acknowledge and agree that:

- NRB Group is:
  - I. The Controller; or
  - II. A Processor for the concerned Clients, who are the relevant Controllers; and
- The Contracting Party is the Processor or subsequent Processor for NRB Group. The Contracting Party will process personal data only on instructions from NRB Group and not for its own purposes, in accordance with the Data Protection Legislation.

Terms such as "processing", "personal data", "Controller", "Processor" and "personal data breaches" must be interpreted in the light of the Data Protection Legislation. "Data Protection Legislation" means any statutory regulation of the European Union and/or its member states, including, without being limited to acts, directives and regulations for the protection of personal data, in particular the European Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR") and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

##### **17.1 The obligations of the Contracting Party**

During the Contract and exclusively for the performance of the Contract or in performance of a legal obligation, the Contracting Party may be required to process personal data for the benefit and within the framework of instructions from NRB Group or the relevant Client (transmitted by NRB Group).

The Contracting Party guarantees that it and any person acting under its authority will process personal data only on instructions and in accordance with the instructions of the Controller (where applicable, transmitted by NRB Group), and to the extent strictly necessary for the performance of the services provided for in the Contract (including with regard to transfers of personal data to a third country or an international organisation), unless it is required to do so under the law of the European Union or the law of the member state to which the Contracting Party is subject. In this case, the latter will inform NRB Group of this legal obligation before processing, unless the law concerned prohibits such information on important grounds of public interest.

The Contracting Party shall not disclose personal data directly or indirectly to any person, company or government entity.

If such disclosure is necessary for the proper processing of personal data, it may only take place (1) after prior written authorisation from the Controller (if applicable, transmitted by NRB Group) and only in the context of an obligation of confidentiality or (2) at the request of the court, a government body or required by law.

The Contracting Party undertakes under no circumstances to process personal data for its own purposes.

The Contracting Party shall take measures to ensure that any natural person who has access to personal data, acting under its authority, processes them in accordance with these provisions.

The Contractor processes personal data in a traceable, correct and careful manner and in compliance with all applicable data protection laws. It must not, by any act or omission, put NRB Group or the relevant Controller in breach of the Data Protection Legislation.

The Contractor shall immediately notify NRB Group if it considers that any of NRB's instructions conflict with the Data Protection Legislation.

##### **17.2 Data processing security**

The Contracting Party shall keep the personal data transmitted to it separate, physically and in an orderly manner, from any data belonging to a third Party, ensuring that under no circumstances shall such data be combined or mixed with other data.

The Contracting Party guarantees that it implements the appropriate technical and organisational measures to ensure a level of security appropriate to the risk so that the processing meets the requirements of the Data Protection Legislation and ensures the protection of the rights of the persons concerned by these measures.

These measures must protect personal data from loss, destruction, damage, unauthorized disclosure, degradation or unauthorized or unlawful processing, and must guarantee the contractual availability of the data.

Such measures must provide for a level of security considered appropriate taking into account technical standards and the type of personal data processed, taking into account:

- the state of the technology and the costs of implementation;
- the nature, extent, context and purposes of the processing;
- and also the probability and gravity of the risk to the rights and freedoms of natural persons.

The Parties recognize that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The Contracting Party shall therefore continually evaluate and strengthen, supplement or improve the measures implemented to ensure continued compliance with its obligations at its own expense.

The Contracting Party is obliged to provide NRB Group with a complete and clear description, in a transparent and comprehensible manner, of the technical and organisational measures put in place for the processing of NRB Group's personal data. These measures meet at least the measures described in the Contract. NRB Group reserves the right to request additional information from the Contracting Party if it considers that the information provided by the latter is not sufficient.

The Contracting Party shall inform its employees and agents of its obligations with regard to NRB Group's personal data and, where applicable, the Client's personal data. The Contracting Party must ensure that all employees and agents involved in the processing of NRB Group's personal data are bound by an obligation of confidentiality.

##### **17.3 Compliance Obligations**

The Contracting Party shall:

- Appoint a "Data Protection Officer" or "DPO", or if exempted by the GDPR, a single interlocutor in charge of personal data protection aspects and communicate his/her contact details to NRB Group. The contact details of the various NRB Group's DPOs are given in the list of the various entities (at the end of the document).
- keep complete documentation in compliance with the Data Protection Legislation, including a record of all categories of processing activities performed on behalf of NRB Group in accordance with Article 30 of the GDPR ;
- cooperate in the preparation of an impact assessment on the protection of personal data and in the regular updates of this assessment;
- make available to NRB Group, free of charge, all information necessary, and provide its full and prompt cooperation to demonstrate compliance with the obligations laid down by the Data Protection Legislation;
- given the nature of the processing, assist NRB Group with appropriate technical and organisational measures to enable it to respond to the requests of the data subjects concerned by the processing

The Contracting Party shall without undue delay notify NRB Group of any complaint, request or opinion from a data subject concerned by the processing of data who exercises the rights conferred on him by Data Protection Legislation and shall comply with NRB Group's instructions. He

shall not respond to such request or notice without instruction from NRB Group.

NRB Group has, at its sole discretion, the right to carry out an audit of the Contracting Party in order to assess compliance with these conditions or to have it carried out by competent third parties subject to an obligation of confidentiality. To this end, the Contracting Party shall, if requested to do so by NRB Group, at least once a year provide access to all necessary information and provide its full cooperation. Following this audit, the Contracting Party must, within a reasonable time, comply with the reasonable instructions provided by NRB Group to adjust its security policy.

The costs of this audit will be borne by NRB Group, unless it is proven and documented in the verification operations that the Contracting Party has not been fully complied with its obligations.

#### 17.4 Location of treatment

The Contracting Party shall process the personal data transmitted by NRB Group only in a place located in the European Union and agreed between the Parties.

The Contracting Party shall not process or transfer personal data transmitted by NRB Group, nor process them itself or through third parties, outside the European Union, except with the express and explicit prior authorisation of NRB Group.

#### 17.5 Management of personal data breaches

In the event of a breach of personal data, the Contracting Party shall assist NRB Group in ensuring compliance with the obligations arising from the Data Protection Legislation and in particular Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the Contracting Party.

As soon as a personal data breach occurs, has occurred or could occur, the Contracting Party shall notify NRB Group in writing to the designated persons as soon as possible and at the latest within twenty-four (24) hours.

The Contracting Party shall document any personal data breach, including the facts relating to the breach, any relevant information on the origin, nature, extent and consequences of the breach, the risk that the data have been or may be processed unlawfully, the corrective actions that have been or will be taken and any other relevant information. The Contracting Party will communicate this information to NRB Group so that the latter can comply with the requirements of Data Protection Legislation concerning (1) information to the competent authorities and persons concerned; (2) the implementation of the necessary remedies.

The Contracting Party shall be obliged to remedy the negative consequences of a personal data breach as soon as possible or to minimize other potential consequences. The Contracting Party shall immediately implement all remedies requested by NRB Group or the competent authorities to remedy any personal data breach or other non-compliance and/or mitigate the risks associated with such events.

If NRB Group deems it necessary, he will inform the concerned persons and third parties, including the Data Protection Authority or relevant Controllers, of any personal data breach. The Contracting Party is not permitted to provide information on personal data breaches to data subjects or third parties, unless legally required to do so.

#### 17.6 Use of other Processors

In accordance with article 28.2 of the GDPR and in the context of the Services containing personal data, the Contracting Party may not engage other Processor without prior and specific written authorisation from NRB Group.

In accordance with Article 28.4 of the GDPR, the Contracting Party shall, where applicable, use only Processors offering sufficient guarantees to implement the appropriate technical and organisational measures so that the processing of the data meets the requirements of the Contract, Data Protection Legislation and ensures the protection of the rights of the person concerned.

The Contracting Party shall impose on its potential other Processors obligations that are as (or more) binding than those arising under the Contract, Data Protection Legislation and shall ensure that they are complied with.

Agreements with other Processors shall be in writing. At NRB Group's request, the Contracting Party shall provide NRB Group with evidence of such compliance.

Notwithstanding NRB Group's authorisation to use other Processor, the Contracting Party remains fully liable to NRB Group for the consequences of this subcontracting of activities.

#### 17.7 Liability

The Contracting Party shall be liable for any damage resulting from improper treatment, whether by himself or by a third Party acting under his authority.

The Contracting Party shall indemnify and hold harmless NRB Group and any third Party beneficiary, in principal, interest and costs of any claim, action, claim of third parties as well as any foreseeable or unforeseeable loss or damage (including any loss of customers or damage to the image or reputation of NRB Group or relevant Controller), costs, expenses of any kind, injuries, fees (including reasonable legal fees), fines or penalties (including penalties imposed by the Data Protection Authority) and any other liabilities that are incurred or suffered by the Controller or NRB Group or any third Party beneficiaries arising directly or arising in connection with a breach of the obligations contained in the Contract or of the applicable Data Protection Legislation on its part or that of its own Subcontractors.

#### 17.8 Storage period, return and deletion of personal data

Within three months after the end of the Contract or at NRB Group's first request, the Contracting Party shall, at NRB Group's discretion and without charge:

- delete all copies of the personal data of the Controller stored or processed by him;
- or return all personal data to NRB Group and delete existing copies, unless the legislation of the European Union or one of the Member States requires the storage of personal data.

Upon expiration of the Contract, the Contracting Party shall notify all third parties involved in the processing of personal data of the termination of the Contract. The obligations arising from Article 18.1 shall apply by analogy to such third parties. The Contracting Party guarantees that all third parties concerned will give effect to these obligations.

#### 17.9 Processing of the Parties' personal data

The personal data of the contact persons of a Party (surname, first name, position, telephone and fax numbers, e-mail address, languages) are processed by the other Party in accordance with the applicable Data Protection Legislation to enable the conclusion and proper performance of the Contract (which includes ordering, execution, invoicing, reporting, security).

In the event of persons presented, assigned or made available by the Contracting Party for the performance of services towards NRB Group or other relevant Controller, the Contracting Party undertakes to respect the principles of legality, fairness and transparency, as well as respect for the rights of the persons concerned with regard to the Data Protection Legislation.

The personal data that each Party communicates are stored in a file which the other Party is responsible for processing.

The personal data referred to in this article shall be kept for 10 years after the end of the Contract.

The Parties or their contact persons may obtain, free of charge - if it is a reasonable volume - from the Controller, the written communication of the data and the portability of the data, as well as, where appropriate, rectification, limitation of the processing, deletion of those which are inaccurate, incomplete or irrelevant. If no action has been taken on the application 30 days after its submission, it shall be considered rejected. They may also address or file a complaint with the Data Protection Authority for the exercise of these rights.

## **ARTICLE 18 - ENVIRONMENT**

The Contracting Party shall strictly comply with the environmental regulations in force on the Site.

The Contracting Party is required to inform NRB Group without delay as soon as an incident likely to have an impact on the environment occurs during the performance of the Contract. In any event, it shall assume full responsibility for it.

## **ARTICLE 19 - AUDIT**

### **19.1 Audit of the supplier**

When either the Contract specifies it or the performance of the service could reasonably justify it or the NRB Group's Client so requires, the Contracting Party acknowledges the right of NRB Group, or the persons mandated by it, to carry out audits and/or inspect the Contracting Party's premises in order to verify the proper performance of the its commitments. Such audits or inspections will be conducted during business hours with five (5) working days' notice.

The Contracting Party agrees to provide the audit team or inspectors appointed by NRB Group with access to the premises and information necessary for the proper performance of their mission.

### **19.2 Audit of NRB Group**

In cases where a Contract for the use of a licence so provides, the licensor will have the possibility of carrying out an audit at NRB Group concerning exclusively the respect of contractual obligations.

The audit shall be subject to ten (10) working days' notice with limited and supervised access and at the Contracting Party's expense.

## **ARTICLE 20 - LANGUAGES**

The language of the Contract is specified in the Contract or order and is applied to all documents. In case of contradiction and/or ambiguity, the language of the Contract is French.

The general terms and conditions of purchase in French are the only ones applicable, even if NRB Group provides a translation into a foreign language.

## **ARTICLE 21 - ADMINISTRATIVE AUTHORISATIONS**

Without prejudice to Article 2.2.4, the Contracting Party shall be responsible for obtaining the prior authorizations and licences required by the competent authorities and/or all protected rights, including the right to exploit and the right to sell rights protected by intellectual property.

At the request of NRB Group, the Contracting Party shall provide all information relating to the Works, Goods and/or Services provided and necessary for the submission of requests for authorisation by NRB Group.

The Contracting Party undertakes to take appropriate measures to ensure the acceptance of the Works, Goods and/or Services by the above-mentioned authorities. The Contracting Party is not entitled to claim, after the Date of Conclusion of the Contract, an additional price for the financing of these provisions or for having had to bring its services, studies, supplies or works into conformity with the requirements of the said competent authorities.

## **ARTICLE 22 - RELATIONSHIP BETWEEN THE PARTIES**

Each Party shall remain independent of the other. Neither the Contracting Party nor any person or third party appointed by the Contracting Party to perform the Contract is an employee, partner, agent, mandatary or legal representative of NRB Group.

Nothing in the Contract may be interpreted as creating an agency relationship between the Parties, creating a joint venture or allowing one Party to represent the other vis-à-vis third parties.

Any official notice or communication exchanged between the parties under the Contract, in writing, by registered letter or by electronic mail (with acknowledgement of receipt) shall be deemed to have been duly given when received by the addressee.

## **ARTICLE 23 - WAIVER**

Any waiver and/or non-application of one or more provisions of these general terms and conditions of purchase may not be interpreted as constituting a waiver and/or non-application of these provisions.

## **ARTICLE 24 - DIVISIBILITY**

If one of the clauses of the Contract is declared null and void, this nullity shall not affect the validity of the other clauses. In the event that such an invalid clause affects the very nature of the Contract, each of the Parties shall endeavour to negotiate immediately and in good faith a valid clause to replace it.

## **ARTICLE 25 - SURVIVAL**

Regardless of the cause of termination, termination of the Contract or in the event of nullity of the Contract, the following clauses shall survive:

- Articles 4 and 46 "Penalties"
- 6 "Intellectual Property"
- Article 11.1 "General Obligations of the Contracting Party", 11.3 "Obligations of the Contracting Party during the warranty period" and 11.4 "Extension of the warranty period".
- Article 12 "Resolution of technical disputes"
- Article 13 "Liability - Insurance"
- Article 16 "Confidentiality and data security"
- Article 17 "Protection of personal data"
- Article 19 "Audit"
- Article 27 "Courts and applicable law"
- Article 31 "Manufacturing"
- Articles 37 and 44.3 "Back-to-back clause"
- Article 41 "Non-competition"
- Article 45 "Continuity"

## **ARTICLE 26 - SIGNATURE AND COPIES**

The parties may sign the Contract in several copies, each of them being considered as original, but all together constituting one and the same Contract. The Contract may be delivered in the form of scanned copies of the signed pages, which are equivalent to originals.

## **ARTICLE 27 - COURTS AND APPLICABLE LAW**

The Contract is governed by Belgian law.

The courts of Liège shall have jurisdiction in the event of a dispute relating to the conclusion, validity, performance or interpretation of the Contract, without prejudice to the application of Article 12, even in the event of a guarantee call or multiple defendants or plaintiffs. NRB Group reserves the right to bring the dispute before any court competent under ordinary law.

## **ARTICLE 28 - MODIFICATION**

The NRB Group General Terms and Conditions of Purchase will be updated on the website [www.nrb.be](http://www.nrb.be).

The latest version of the NRB Group online General Terms and Conditions of Purchase will be applicable to contracts that come into force and orders placed after the date of the latest version.

For existing contracts, the applicable NRB Group General Terms and Conditions of Purchase are those in force on the date on which these contracts came into force.

For renewals or extensions of existing contracts, the applicable NRB Group General Terms and Conditions of Purchase are those in force on the date of renewal or extension (latest online version). By accepting the renewal or extension, the Contracting Party declares that it is aware of the new NRB Group General Terms and Conditions of Purchase and expressly agrees to them.

For permanent contracts, unless otherwise agreed in them, the new conditions will apply from their publication. By accepting new contractual commitments, the Contracting Party declares that he is aware of the new NRB Group General Terms and Conditions of Purchase and expressly agrees to them.

## **II PROVISIONS SPECIFIC TO CONSTRUCTION OF WORKS**

The general provisions of these General Terms and Conditions of Purchase and those of the own provisions relating to Works are cumulative.

### **ARTICLE 29 - WORK ON SITE**

#### **29.1 General provisions**

NRB Group reserves the right to order, at the Contracting Party's expense and risk, the evacuation from the Site of raw materials, materials and equipment deemed non-compliant and the demolition, reconstruction or correct reassembly of the non-compliant Works with regard to both the method of execution and the raw materials, materials and equipment used.

#### **29.2 Implementation of the Works**

During any intervention on the site, the Contracting Party must comply with the procedures for access to the Site. This information can be obtained on the website [www.nrb.be](http://www.nrb.be) or upon written request.

The Contracting Party shall provide the Special Safety and Health Plan (PPSS) prior to any performance of the Works. All Works and equipment installation must be carried out safely.

The Contracting Party must ensure on site that the plans provided to it by NRB Group are in conformity with reality and compatible with the Works already carried out and/or to be carried out; it must, within fifteen (15) Days of receipt of the plans, notify NRB Group of any anomaly noted.

The main axes and points of the Works to be built and/or assembled are fixed on the ground. These elements are placed until the provisional acceptance of the Works in the custody and protection of the Contracting Party. The latter must immediately notify NRB Group of any possible anomalies.

The Contracting Party shall take the necessary measures to replace any damaged or missing element, which it must move or cover during the period of the Works. At the end of each working day, the Site will be kept clean and safe (signage and possible lighting).

NRB Group reserves the right to modify, at any time and at the Contracting Party's expense and risk, any Site not in accordance with the plans or existing axes and landmarks. If the Contracting Party fails to comply with the orders given to this effect by NRB Group, NRB Group may, at the Contracting Party's expense and risk, substitute itself or a third party for the latter.

#### **29.3 Declarations**

Before the start of the Works, the Contracting Party must return, duly signed for agreement, the document entitled "Written Declaration of the Contracting Party" and, where applicable, the document entitled "Written Declaration of the Subcontractor" to NRB Group for the attention of the person specified in the Contract.

#### **29.4 Interruption of the supply of Works**

Upon prior written order from NRB Group, the Contracting Party shall suspend the supply of the Works for such period and in such manner as NRB Group deems necessary. The Contracting Party shall, during the period of such interruption, maintain the Works already performed.

Any expense related to this interruption shall be borne by the Contracting Party when the interruption is made necessary for security reasons attributable to him or for deficiencies on his part.

### **ARTICLE 30 - « ALL RISKS OF WORK » INSURANCE**

Unless otherwise specified in the Contract, the Contracting Party is responsible for taking out the "All Risks of Work" insurance policy.

The Contracting Party subscribes on its own behalf, on behalf of its Subcontractors, NRB Group and other on-site participants, an "All Site Risks" insurance policy.

The Contracting Party is responsible for the subscription by its Subcontractors, during the execution of their Works on the Site, of insurance policies covering the same risks and containing the same conditions.

## **III SPECIFIC PROVISIONS RELATING TO PURCHASE OF GOODS INCLUDING SOFTWARE**

The general provisions of these General Terms and Conditions of Purchase and those of the own provisions relating to the purchase of goods are cumulative.

### **ARTICLE 31 - MANUFACTURING**

#### **31.1 Defects – Malfunctions**

The Contracting Party is required to notify NRB Group of any defects and malfunctions encountered and to submit a proposal for the acceptance, repair or disposal of the materials or machined parts.

NRB Group may require the Contracting Party to repair or replace, at its own expense, all or part of the Goods that do not comply with the specifications of the Contract, good engineering practice and/or plans.

When there has been a refusal of materials or defective performance, NRB Group shall draw up a supporting report sent to the Contracting Party within fifteen (15) Days, by registered letter with acknowledgement of receipt.

#### **31.2 Counterfeits**

The Contracting Party guarantees NRB Group that its contractual clauses with the manufacturers include a full and unlimited guarantee against counterfeiting from their factory. This coverage extends to all damage caused to persons and property involved in an incident whose seriousness, established by expert opinion, would not have been such if the parts had not been counterfeit.

## **IV SPECIFIC PROVISIONS APPLICABLE TO CONSULTANCY**

The general provisions of these General Terms and Conditions of Purchase and those of the own provisions on consultancy are cumulative.

### **ARTICLE 32 - SIGNATURE OF THE ENGAGEMENT LETTER**

In the event of refusal to sign the Engagement Letter or not to send it countersigned, NRB Group shall have the possibility of :

- terminate it without compensation and with immediate effect by any legal means;
- or to consider that the Contracting Party, in starting his mission, has accepted without reservation the terms of the entire Contract, provided that these documents have been made available to the Contracting Party.

### **ARTICLE 33 - SCOPE**

The Engagement Letter applies to all consulting services both internally and for the provision of NRB Group to the Client.

Documents exchanged between NRB Group and the Contracting Party prior to the date of conclusion of the Contract may never take precedence over, or be cumulative with, the provisions of the Contract.

### **ARTICLE 34 - INTUITU PERSONAE**

If the Consultant is chosen by the NRB or its client because of its specific knowledge and skills, as described in its curriculum vitae, the Engagement letter is concluded as an intuitu personae agreement.

The Contracting Party undertakes that the Consultant shall be in possession of the legal and other qualifications required to carry out its mission.

Consequently, the Contracting Party and the Consultant undertake to put all their knowledge to the benefit of NRB Group or its Client, in accordance with the agreed schedule.

In the event that the Contracting Party unilaterally decides to place another Consultant on the mission without NRB Group's prior written consent, NRB Group reserves the right to:

- terminate the Contract for gross negligence with immediate effect;
- pay only for the services actually performed by the Consultant mentioned in the Engagement Letter.

### **ARTICLE 35 - SUBCONTRACTING**

Subject to compliance with Article 34 hereof, the Contracting Party may subcontract the assignment but shall remain solely liable to NRB Group for all the commitments of the Contract..

### **ARTICLE 36 - ON CALL SERVICE, TRAINING AND LEAVE**

#### **36.1 on-call rotation/guard**

The Contracting Party declares that it has been informed and accepts the fact that on-call services may be required in view of the nature of the mission, ongoing projects or at the request of the Client.

The on-call rotation planning will be done in writing and at least 5 working days before the start of the shift, except in special circumstances (example: unpredictable team reduction).

During the on-call period, the Consultant must be reachable outside working hours and must intervene in the event of activation of the on-call service via a direct means of communication (call, SMS, message, etc.), in order to resolve the incident / process the request. In any event, it shall (non-exhaustive list of obligations):

- be available and in a position to provide the expected support immediately (the Consultant will take every precaution to this effect);
- connect to the infrastructure in the event of an incident or alert in order to provide an intervention on the systems either remotely or on site;
- intervene at any time, including at night, on weekends and on public holidays, following the reporting of the incident or event, taking into account the SLAs concluded with the Client(s).

On-call services are forfeited as follows:

- During the week (from 5pm to 8am the next day): 38,26 €/day
- Saturday, Sunday and public holidays (from 8am to 8am the next day): 63, 70 €/day
- The full week in continuous (including wknd): 318,82 €/week

The fixed price applied is that of the day on which the on-call service begins.

In the event of an intervention, in addition to the on-call charge, the daily rate may be invoiced up to the time actually worked during the intervention as well as the travel time if the incident / event cannot be resolved remotely. However, the intervention will only be invoiced after thirty minutes of intervention. The daily rate applicable is that of the day on which the on-call service begins. Supplements may be invoiced as follows:

- Weekday intervention: 100%.
- Saturday intervention: 150%.
- Intervention on Sundays and public holidays: 200%.

The Consultant and the manager in charge of him at NRB Group may agree on a deferred start of the day the day after an on-call service with intervention between midnight and six in the morning. However, it is reminded that hours not worked are not billable.

Travel expenses and connection costs outside the NRB Group network are deemed to be included in the remuneration determined above. No other compensation, in any form whatsoever, will be due by NRB Group.

The on-call service will be reported on the monthly timesheet and must be signed for acceptance by the NRB Group manager in charge of the Consultant. This must be attached to the monthly invoice.

#### **36.2 Leave planning**

The Contracting Party undertakes to respect a leave or holiday schedule at least fifteen calendar days before the start of the leave or holiday in order to enable NRB Group to ensure proper monitoring of operations.

#### **36.3 Training**

The Contracting Party declares that it accepts the obligation to train or update the knowledge of its Consultant so that it is in line with market developments and normal expectations regarding its mission. Training costs shall be borne by the Contracting Party.

### **ARTICLE 37 - "BACK-TO-BACK" CLAUSE**

For Engagement Letters relating to "Client" services, the Client's specifications are fully applicable without having to be reproduced. Thus, all decisions taken by the Client shall automatically apply to the Contracting Party, both contractually (including termination and associated conditions), administratively and financially, including penalties and indemnities for wrongful (non)fulfilment within the meaning of Article 2.6 hereof. The Contracting Party expressly declares that it is fully and completely aware of it and irrevocably accepts this principle.

### **ARTICLE 38 - LOGISTICS**

Provided that the workplace is a NRB Group office, the NRB Group will provide the Consultant with a work table and chair, as well as, if necessary, a network connection and access codes to enable him/her to perform his/her work.

If the requirements of the mission necessitate the mobility of the Consultant, he/she will have to provide his/her own laptop computer. At the Contracting Party's request, NRB Group may provide a laptop computer for the duration of its mission. This provision will be subject to a deduction of ten euros (10 €) per day from the Consultant's fee.

However, if NRB Group requires an internal computer for security reasons, it will be made available free of charge for the duration of the mission.

The Consultant undertakes to use the equipment made available to him/her in accordance with the destination and with the care of a good family man. The Contracting Party is responsible for the said equipment and assumes the risks of damage, loss, theft, etc. As a result, the Contracting Party undertakes to integrate the coverage of the said computer equipment into an all-risk computer insurance policy. At the first request of NRB Group, an insurance certificate will be provided.

### **ARTICLE 39 - REPLACEMENT OF THE CONSULTANT**

If the performance of the services cannot be continued due to incapacity or unavailability, for whatever reason, the Contracting Party shall, at its own expense, propose to NRB Group the replacement of the Consultant by an equivalent profile (identical skills, experience, etc.) within five (5) working days for mission of less than forty (40) days and within a maximum period of ten (10) working days for mission of forty (40) days or more.

When the Consultant does not meet the expectations of NRB Group or its Client, NRB Group will inform the Contracting Party in writing of its dissatisfaction and give reasons for its position. In this case, the assignment will be suspended and the Contracting Party will propose, at its own expense, to NRB Group an equivalent profile (identical skills, experience, etc.) within the same time frame as those provided above. The choice of a replacement will be subject to the prior written consent of NRB Group.

If the Contracting Party has not provided an equivalent profile within the above-mentioned time limits, the Engagement Letter will automatically be terminated by mutual agreement on the first Day of unavailability date, without any formality being required.

### **ARTICLE 40 - PRICE-INVOCING-PAYEMENT, ADDITIONS FOR CONSULTANCIES**

The daily price is indicated in the Engagement Letter. This amount may not be increased or indexed other than as provided for in the Engagement Letter and for the entire duration of the Engagement Letter, except for any indexation granted by the NRB Group's Client, pursuant to Article 37 hereof.

A day is calculated on the basis of an eight-hour (8-hour) schedule. Unless otherwise agreed in writing in advance by the parties, the invoicing of overtime will not be supported by NRB Group

The daily price covers all expenses, including travel costs, incurred by the Contracting Party or Consultant for the proper performance of the mission, except for exceptional expenses approved in advance and in writing such as travel abroad, which will be reimbursed on presentation of supporting documents.

By documents required pursuant to Article 5.3, reference is made in particular to the "timesheet" (computer encoding of services at NRB Group and approval of the NRB Group's Manager) unless provisional and final

acceptance is provided for. In this case, the minutes must be attached to the Contracting Party's invoice.

Non-payment by the Client of NRB Group for reasons attributable to NRB Group or any of its Contractors shall not exempt NRB Group from paying for the Consultant's services. Any delay in payment may be increased to the maximum of the legal interest. No other additional costs or fees may be charged.

Non-payment or partial payment by the Client for reasons attributable to the Contracting Party will exempt NRB Group, in the same proportions, from the obligation to pay its services. The Contracting Party shall be liable for any damage incurred by NRB Group as a result of this non-payment by the Client. In this case, the damages in respect of NRB Group will be fixed at the legal interest on the sums not received by NRB Group, without prejudice to its right to claim compensation for any higher actual damages. In any event, the compensation system referred to in Article 5.4 hereof shall apply.

If the Client unilaterally terminates all or part of the performance of its Contract with NRB Group, NRB Group will pay the Contracting Party up to the price of the services delivered or received by the Client when this is provided for.

Even after payment of the invoices, NRB Group will only accept the services provisionally or definitively once the Client has also accepted them provisionally or definitively. Payment of invoices to the Contracting Party can therefore never be considered as a provisional or definitive acceptance.

#### **ARTICLE 41 - NON-COMPETITION**

Throughout the period of validity of the Engagement Letter and two (2) years after its expiry, for any reason whatsoever, the Contracting Party expressly refrains from participating or being involved, directly or indirectly and in any capacity whatsoever (employee, director, manager, partner, administrator, shareholder, consultant, agent, financial contributor, etc.), in an offer of services to a client, former client of NRB Group, if this offer of services directly or indirectly concerns a NRB Group project for which the Contractor or one of its Subcontractors has performed a mission.

In addition, the Contracting Party guarantees to obtain from any employee, agent, servant, Consultant, Subcontractor, director or shareholder with whom it is required to collaborate a non-competition undertaking in the same terms as defined above.

In the event of a breach of this non-competition clause, the Contracting Party shall pay NRB Group an irreducible penalty of fifteen thousand euros (€15,000), without prejudice to NRB Group's right to claim additional compensation covering the damage actually suffered and covering at least the prohibition period.

#### **ARTICLE 42 - TERMINATION**

**42.1** The mission may be terminated by mutual agreement at any time without notice or compensation, subject to mutual agreement.

**42.2** In addition to termination by mutual agreement, each mission may be terminated at any time without cause by either party by notice by registered letter or by e-mail at least (i) one calendar month before the desired end date of the services when the agreed services were for a period of more than 40 days and (ii) 5 working days before the desired end date of the services when the agreed services were for a duration of 40 days or less. Termination with notice does not result in any compensation being charged.

In the event of termination without notice by one of the Parties during the mission, the other Party may claim compensation from the Party responsible for the termination corresponding to 20 days of services.

**42.3** In the event of a serious breach by one of the Parties of its contractual obligations, or in the event of the Consultant's incompetence, the affected Party shall have the right to terminate the Contract immediately without notice or compensation and confirm by registered letter or e-mail.

**42.4** At the end of the mission or in the event of termination of the Engagement Letter, the Contracting Party and/or the Consultant shall be obliged to provide NRB Group by the last day of the mission at the latest with all information relevant to NRB Group's ongoing activities, such as: project lists, progress reports, studies and proposals in progress, contact lists, as well as any other printed or electronic documents in its possession.

**42.5** In addition, and in any event, the Contracting Party shall provide, at the end of the services, for the time normally required for the full transfer of the knowledge, work and other achievements carried out or acquired in the performance of the mission ordered. This transfer must also be made in the event of termination of the Engagement Letter. If it could not be carried out during the period ordered by NRB Group, it will be carried out at the Contracting Party's exclusive expense within a maximum period of ten (10) working days.

Failure to comply with this essential condition shall result in the Contracting Party being required to pay an amount equal to one day's performance by the defaulting Consultant. In this case, NRB Group reserves the right to consult another company.

#### **V SPECIFIC PROVISIONS APPLICABLE TO THE SUBCONTRACTING**

The general provisions of these General Terms and Conditions of Purchase and those of the own provisions relating to subcontracting are cumulative.

The Articles of the specific provisions to consultancy are applicable to time and material services subject to an obligation of result and Article 41 will also apply to all other cases of subcontracting. To do this, the "Contracting Party" must be understood as the "Subcontractor", the "Consultancy" as the "Subcontracting", "Engagement Letter" as the "Subcontract" and the "Contract" as the "Agreement".

#### **ARTICLE 43 - THE AGREEMENT**

##### **43.1 Delegation of authority by NRB Group**

Each Party shall designate in writing a project manager within its organisation, who shall be the contact point for the exchange of information, plans and documents throughout the duration of the subcontracted services. The latter's mission is to coordinate the efforts to be implemented in his company.

He will keep the progress reports of the outsourced mission, incident reports, change requests, end-of-phase reports, etc. completed, dated and signed.

The Parties may replace the project manager within their company for a just reason, subject to notification to the other Party.

#### **ARTICLE 44 - RELATIONS BETWEEN THE PARTIES**

##### **44.1 General provisions**

NRB Group will have the status of "prime contractor" with regard to the Client and will therefore assume full responsibility for the execution of the Agreement with regard to the Client. The Subcontractor shall have the status of "Subcontractor" with respect to NRB Group and shall assume responsibility with respect to NRB Group for the execution of its share of the Project.

As a prime contractor, NRB Group will therefore coordinate all contacts with the Client, from a contractual, administrative and financial point of view; the other Party will only communicate with the latter with the prior agreement of NRB Group. If for the purposes of the part of the project subcontracted, the Subcontractor has to communicate with the Client or in any other case if there is an emergency, he will inform NRB Group as soon as possible.

##### **44.2 Organisation-changes**

**44.2.1** Each Party shall carry out its obligations at its own expense and under its own responsibility but in a perfect spirit of collaboration with the other Party or other stakeholders.

**44.2.2** During the execution of the Agreement, each Party shall provide the other with all information necessary for the proper performance of its tasks and the fulfilment of its commitments on a recurring or ad hoc basis at the request of NRB Group.

**44.2.3** NRB undertakes to ask the Subcontractor to attend each meeting with the Client which, to the knowledge of NRB at the time of such meeting, may have an impact on the obligations and responsibilities of the Subcontractor, provided that the project management plan so stipulates.

**44.2.4** The Subcontractor shall not act in a manner prejudicial to NRB Group and shall inform NRB Group throughout the Agreement of its actions.



**44.2.5** The NRB shall inform the Subcontractor of each change request made by the Client with regard to the content of the part of the project subcontracted to the Client. In any event, NRB will not modify the subcontracted part of the project without the prior agreement of the Subcontractor concerned.

**44.3 "Back-to-back" clause**

The Client's specifications are fully and automatically applicable to the Subcontractor, whether they come from the contractual documents between NRB Group and the Client or from a decision taken by the Client during the Project. These specifications can be contractual, administrative, operational or financial. The selected Subcontractor expressly declares that it is fully and completely aware of and irrevocably accepts this principle.

Accordingly, the Subcontractor acknowledges and accepts that the Subcontracting Agreement is fully back-to-back, compliant and subordinate to the Client Agreement. Without prejudice to what is provided for between the Parties to the Subcontracting Agreement, all the clauses of the Client Agreement shall apply mutatis mutandis to the Subcontractor Agreement and that no provision more favourable than those contained in the Client Agreement shall be made.

**ARTICLE 45 - CONTINUITY**

Compliance with contractual deadlines is an essential condition for subscribing to the Subcontracting Agreement. Its non-compliance is equivalent to a breach of trust that disrupts the basis of the Agreement.

If necessary, an emergency plan may be defined by NRB Group and/or its Client with regard to service continuity, to which the Subcontractor undertakes to respond, at no additional cost.

Regardless of the cause of termination of the Agreement, the Subcontractor shall perform all tasks requested by NRB Group in order to ensure continuity of service during the end of service period or transition to a new Subcontractor.

**ARTICLE 46 - PENALTIES**

In addition to the penalties set out in Article 4, in the event that the Client applies fines and penalties for delay, these shall be borne by the responsible Party. In the event that the responsible Party cannot be identified, the fines and penalties applied by the Client shall be borne by each of the Parties whose liability cannot be released, in proportion to the invoiced values involved in the delay (NRB Group's billable values refer to NRB Group's billing values to the

Client; Subcontractor's billable values refer to the Subcontractor's billing values to NRB Group).

**ARTICLE 47 - PRICE-INVOCING-PAYEMENT, SUBCONTRACTING SPECIFIC SUPPLEMENTS**

The payment terms and conditions provided for in the Client Agreement will apply between NRB Group and the Subcontractor. In no event shall the terms and conditions of payment provided for in the Subcontract be more favourable than those provided for in the Client Agreement.

Consequently, in the absence of any other provision in the Client Agreement or Subcontracting Agreement, the amounts due are payable thirty (30) days after the end of the month following the date of receipt of the invoice or written request for payment from the Subcontractor, indicating the amounts due and accompanied by any required documents. By required documents, reference shall be made in particular to the report of final acceptance, unless payment is granted in the Subcontract after provisional acceptance.

The other provisions of Articles 5 and 40 shall apply.

**ARTICLE 48 - ADDITIONAL SERVICES AFTER THE WARRANTY PERIOD**

In any event, after the warranty period, the Subcontractor undertakes, at the request of NRB Group, to :

- Implement new functionalities;
- Ensure the corrective maintenance of its supplies;
- Adapt the supplies to the evolution of the software and hardware platforms.

The terms and conditions of this request shall be agreed in due course.

**ARTICLE 49 - PUBLICITY**

Each Party may publicize its role in the project, whether by press release, public announcement, advertising or any other form of communication relating thereto, subject to any restrictions imposed by the Client.

In this case, each Party shall grant appropriate credit and recognition to the participation of the other Parties in the Agreement, in a form acceptable to the other Parties.

The Agreement itself is confidential. Nevertheless, the Subcontractor hereby authorises NRB Group to provide its Client, on first request, with a copy of the Agreements concluded between it and the Subcontractor, as well as those concluded between the Subcontractor and its own subcontractors.

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