



General terms and conditions of purchase



I GENERALE PROVISIONS

ARTICLE 1 - IN GENERAL

1.1 SCOPE OF APPLICATION

The present general terms and conditions of purchase are applicable to all purchases of goods, work and services made by, as well as to all orders placed by NRB Group.

The contracting party acknowledges, while entering into the transaction or accepting the purchase order or by starting to work, to be aware of these general terms and conditions of purchase of NRB Group, and by that fact waives all its terms and conditions, general, special or others, whatever the moment of or the form of their transmission.

No exemptions to the present general terms and conditions of purchase shall be accepted, unless the express waiver made in the documents being part of a particular Contract. One such waiver is only applicable for the sole Contract in context of which the waiver has been agreed upon.

The general provisions of these general terms and conditions of purchase and the particular provisions applicable to consultancy, subcontracting and rules of IT infrastructure 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) Work:

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

(d) Consultant:

The assigned person by the Contracting party with the carrying out of an assignment or a task

(e) Contracting party:

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

(f) Closing date 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 agree to provide NRB Group with the agreed goods or services

(i) NRB Group/NRB Group entity:

Refers to the NRB Group or an entity of the NRB Group concerned by the purchase operation

(j) Parties or Party:

Refers to NRB Group concerned by the purchase operation 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 that have to be achieved during the performance of the Contract

(l) Site:

Refers to all or a part of the places where the Contract will (to be) carried out.

ARTICLE 2 - THE CONTRACT

2.1 Contractual documents

The contract consists at least of the following documents that are in the possession of the Contracting Party:

- The Contract signed by the NRB Group and the Contracting Party or the purchase order accepted by the Contracting Party in compliance with article 2.2, including all its annexes (mission letter, etc);
- When appropriate, the Service Level Agreements;
- When appropriate, the technical specifications of the RFP or the technical purchase file containing all technical documents applicable to the Contract;
- These general terms and conditions of purchase;

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

In case of difficulties of interpretation between the Contract and its addendums and annexes, the main document shall prevail. The documents exchanged between the NRB Group and the Contracting Party after the date of conclusion of the Contract shall never prevail over the provisions of the latter, nor supplement the latter. They can only be relied upon to clarify the provisions of the Contract that are open to several interpretations.

The documents referred to as being «in the possession of the Contracting Party» in a contractual document, are deemed to be in the possession of the Contracting Party. It is the responsibility of the Contracting Party to ask NRB Group to provide it with a copy of those documents if there are not in its possession.

These General terms and conditions of purchase are freely accessible at the NRB website www.NRB.be or at any 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 that 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 the general terms and conditions of purchase of NRB Group are deemed to be accepted unconditionally by the Contracting party in the first of the following situations:

(a) Upon the receipt of the purchase order insofar as the Contracting party does not object to the contractual conditions imposed by NRB Group within 7 business days. In all events, as soon as the Contracting party begins the services provisions or deliveries, it is deemed to have agreed to the terms of the Contract;

(b) Upon receipt of the approved and signed contract with no reservations being made by the parties.

2.2.3 Tacit renewal

Even if the Contract is based upon successive performances, it cannot be tacitly renewed. It is up to the Contracting party to forward, when necessary, a quote to renew the Contract. The renewal of the Contract shall be done in writing and signed by both parties, or by the conclusion of a new Contract.

2.2.4 Precedent conditions

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

If, one of the required authorisations or licenses is denied by the authority, subsequently cancelled or withdrawn or is the subject of a recourse that may result in its cancellation or its suspension, NRB Group reserves the right to, at its own discretion, suspend or terminate the Contract, in a whole or in part.

2.2.5 Specific provisions for the performance of services in the context of consultancy, subcontracting and projects:

The Contract include these NRB Group Standard terms and conditions of Purchase and the Subcontracting Agreement/Engagement letter; these documents are inseparable from one another.

In case if the Contracting party refuses to sign, NRB Group shall have the possibility:

- either to terminate the contract without indemnity and with immediate effect with all means of right ;
- or to consider that the Contracting party, by starting its assignment, has accepted without any reservation the terms of the overall Contract.

2.3 Cession

The Contracting party, without prior and written authorisations of NRB Group, shall not transfer or assign, whole or a part of its rights and obligations deriving from the Contract, to a third party.

2.4 Association and sub-contracting :

2.4.1 Once the Contract is concluded, the Contracting party shall not get form an association with a third party in view to performing it, without prior and written authorisation of NRB Group.

When the Contract is concluded with an association, its members are jointly and severally liable towards the NRB Group for all contractually imposed obligations on the Contracting party in the Contract, with the exemption of explicit derogation foreseen in the said Contract. The members shall appoint one of them as their representative, having full power of representation and to assure the coordination of the performance of the Contract.

2.4.2 Without prior and written authorisation of NRB Group, it is forbidden for the Contracting party to subcontract the Work, goods and/or services that are within its field of specialization.

Before beginning the performance of the Contract or a part thereof, the Contracting party shall provide to NRB Group, for approval, the list of the contemplated suppliers or subcontractors. During the performance of the Contract, the Contracting party cannot choose a supplier or subcontractor other than those who are listed and approved by the NRB Group, without the prior and written authorisation of this entity. This approval cannot be construed as creating any legal relationship between it and the suppliers or subcontractors and does not lessen the responsibility of the Contracting party.

NRB Group may require to be provided with competing offers of subcontractors.

2.5 Exclusivity

The Contracting party cannot claim, in any form whatsoever, exclusivity in respect of the Work, Goods and/or Services under the Contract. NRB Group cannot guaranty any minimal quantity of turnover to the Contracting party.

2.6 Wrongful non-fulfilment by the Contracting Party

(i) Possibility of substitution and termination

With the exception of what is foreseen in Article 2.7, if the Contracting party fails to comply with any part of its obligations, NRB Group reserve the right to, by an ordinary registered letter and without any legal formality and without prejudice to any other measure foreseen in the Contract, including its right to claim the penalties foreseen in Article 4 and to receive indemnification of the actual loss resulting therefrom, after fifteen (15) days following the notification by registered letter of a notice of default, proceed with the following measures:

- remedy the failure of the Contracting Party, namely by substituting itself or by have a third party substitute for the Contracting Party in the performance of its obligations, at the costs, risks and perils of the Contracting Party;
- Suspend the continuing with 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 a compensation equal to the harm actually suffered.

(ii) Termination in case of serious breach

NRB Group reserves the right to terminate the Contract, by ordinary registered letter, without any legal formality, in case of serious breach by the Contracting party of its obligations. This is without prejudice to other remedies or rights of NRB Group. In particular, are deemed to be a serious breach, a breach of the confidentiality and data security clause, 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 contingency-plan or the audit policy, etc.

(iii) Incapacity / Inability of the Contracting Party

NRB Group may, by ordinary registered letter and without any legal formality, terminate the Contract or suspend its own obligations entirely or partially when, on the basis of the situation of the Contracting party after the date of conclusion of the Contract, it is legitimate to fear that it will not comply with its obligations, with the right to request compensation from the Contracting party for all the harm which NRB Group has incurred as a result therefrom.

This applies in particular to the situation of withdrawal of registration, the procedure of bankruptcy, sequestration, insolvency proceedings of the Contracting party or a foreign equivalent procedure, 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, attacks or acts of terrorism, sabotage;
- natural disasters, such as strong storms, cyclones, earth quakes, tidal waves, floods, destruction by thunderbolt;
- Explosions, fires, destruction of machines, plants and installations, provided that there events are not due to the Contracting party;
- Government measures.

2.7.2 The affected Party has to give the other Party notice in writing of the existence of the grounds for exemption, as soon as it becomes aware thereof and no later than eight (8) days of their occurrence. The notification has to specify the nature, the date of issue, the presumed end date, as well as the estimated consequences on the performance of its obligations.

The affected Party will do all that is necessary to mitigate the impact of the cause of exoneration on the contract.

As soon as it comes to an end, the affected Party shall give the other party notice of the specific date where upon the cause of exoneration has ended, the damage actually suffered in relation with the performance of its obligations and its justification. To this notice it shall enclose the supporting documents, and if applicable, the certificates issued by an official organism.

2.7.3 Without prejudice to Article 3.2, the occurrence of a ground for exemption will result in the suspension by the thereby affected party of its obligations. The latter will be released from its obligations during a period that cannot exceed the delay actually incurred as a result of the exoneration cause. Insofar as the obligations of the Contracting party are suspended, the corresponding monetary obligations of NRB Group shall be suspended.

2.7.4 NRB Group may terminate the Contract:

- If its performance has become completely impossible;
- If the suspension resulting from a ground for exemption lasts for more than one (1) month;
- If one can reasonably believe when the ground for exemption occurred that the latter will make the performance of the Contract completely impossible or that the resulting suspension will continue for more than one (1) month.

2.7.5 Without prejudice to Article 3.2 and the application of Article 2.7., the occurrence of any ground for exemption, notified in writing within eight (8) days thereof, will suspend the deadlines of the Contract during a period

that cannot exceed the delay actually incurred as a result of the ground for exemption.

2.8 Hardship

In case of the occurrence of unforeseeable events, other than those foreseen in Article 2.7 and which the parties cannot avoid, and provided that they upset the economic bases of the Contract to the detriment of either party, the parties shall settle together the adjustments to be made to the Contract, which could be a compensation to be due by one of the parties on the basis of the documented disbursements.

2.9 Bankruptcy, Liquidation, Judicial Reorganisation procedure

In case of bankruptcy, all contracts between the parties will be entirely terminated at the date of the judgment.

If one of the Parties, is the subject of a judicial settlement order, falls under Judicial Reorganisation procedure or is wound up, the other Party will have the right to immediately terminate the Contract, after sending a registered letter within eight (8) days as of the decision rendered by the authority.

Insofar as the Contracting party is concerned, it shall then 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 will remain in effect 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 capable of fulfilling the obligations of the Party involved.

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 in the amount of the remuneration due pursuant to the Contract, in connection of the Work, Goods and/or Services provided up to the date of suspension or termination (only the first of the two dates will be taken into consideration). No other compensation shall be due by NRB Group to the Contracting Party.

In case of termination, pursuant to Article 2.6 no compensation, sum or reimbursement shall be due by NRB Group to the Contracting party.

ARTICLE 3 - CONTRACTUAL DEADLINES

3.1 Respect of deadlines

The Contracting party shall perform the services, contemplated by the Contract, within the agreed upon deadlines. NRB Group reserves the right to request every measure to ensure the prompt compliance by the Contracting party with its obligations.

The deadlines start running at the entry into force of the Contract and are imperative. 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.

Except if otherwise specified, the deadline is foreseen in business days.

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

3.2 Delays – Change of deadlines

Every event that could cause a delay in the performance of the Contract has to be notified in writing within eight days (8) of its occurrence, with the exception of critical or urgent situation that have to be notified within the 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 caused by NRB Group's failure to fulfil its obligations as a result of a ground for exemption foreseen in Article 2.7;

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- If the postponement is settled in a prior and written Contract entered with NRB Group.

The Contracting party cannot invoke, as argument to postpone deadlines, the delays caused by the remedial actions and failures for which it is responsible.

The Contracting party shall use all possible means in order to comply with the deadlines foreseen by the Contract, as they may have been postponed, and to shorten the delays and shall comply with the instructions of NRB Group. In the contrary, NRB Group has the right, after a written notification of the failure and provided that the latter is not changed within eight (8) days thereof, to have the Work, Goods and/or Services foreseen completed and terminated, by any company of its choice, at the costs, risks and perils of the Contracting party, even if the latter is of the opinion that the Work, 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 Impact of 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 by writing within eight (8) days of its occurrence, shall result in the suspension of the deadlines during a period that cannot exceed the delay actually incurred because of the ground for exemption.

3.4 Notification

Unless otherwise expressly agreed, the Contracting party will, at the end of the contractual deadlines, be deemed to have been properly summoned to perform and cannot rely on the absence of a written notification by NRB Group to deny liability for its non-compliance with the contractual deadlines.

In addition to the application of the penalties foreseen in Article 4, NRB Group can, at its discretion, request:

- The termination of the Contract, on the exclusive fault of the Contracting party as well as a compensation for the actually incurred harm; 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 the payment has already been done, to summon the Contracting to pay the contractual penalties increased with an indemnity compensating it for the actually incurred harm.

ARTICLE 4 - PENALTIES

The Contract specify the applicable penalties as well as their amount and the calculation method, in particular:

- In case of termination of the Contract for reasons of serious breach, as in Article 2.6 (iii);
- In case of expiry of the deadlines foreseen in the contract;
- In case of the breach of the confidentiality clause as foreseen in Article 16;
- In case of de breach of the obligations foreseen in the Articles 15 and 18;
- In case of breach of Services Level Agreements. Unless otherwise specified in the Contract, the amount of the penalty for the expiry of every contractual deadline is 10 % of the global value of the Contract without other penalties and costs.

The different types of penalties foreseen in this article or covering the compliance with the various deadlines are cumulative and does 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 automatically and legally applicable without prior notification and can be achieved by compensation.

ARTICLE 5 - PRICE – FACTURATION - PAIEMENT

5.1 Nature of the price

Prices and rates mentioned in the Contract do not comprise VAT. The Contract will mention whether the payment of the Contracting party is subject to revision. Without such a mention, the remuneration is deemed to be non-revisable.

5.1.1 Fixed price

Fixed prices are considered to include all expenses and costs resulting from the performance of Work, Goods and/or Services, including those that result from obligations imposed to the Contracting party by the Contract as well as the freight costs.

All the equipment necessary for the provision of Work, Goods and/or Services are included in the global price.

The price is deemed to take into account all the performance constraints under the time and local conditions where this performance takes place, including in particular:

- The foreseeable natural phenomenon;
- The normal use of the public domain or of the functioning of public services;
- The simultaneous carrying out of other performances, work or services;
- Of the presence of other undertakings;
- The operation of facilities or works.

5.1.2 Actual expenses

The actual expenses are calculated with reference to the cost price, subject to the communication of the supporting documents, increased with a percentage for the general costs and benefits 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 its actual expenses if NRB Group has given its written and prior consent for these expenses.

5.1.3 Additional or complementary performances

Any performance which would lead to the ceiling being exceeded would require the written and prior authorisation of NRB Group. Failing which, the remuneration of those performances is included in the fixed price and no remuneration or compensation is due by NRB Group. No additional or complementary performance is billable pursuant to the Contract in addition to the prior fixed price, save for those that are carried out per the written and prior demand of NRB Group, and in such a case, at the price and under the conditions agreed upon in the Contract.

5.2 Invoice terms

5.2.1 General requirements

In the absence of one of the legally or contractually required mentions (including the reference number of the purchase order) the invoice shall be deemed null and void. In such a case, NRB Group reserves the right to send the invoice back within sixty (60) days to the Contracting party. By this action NRB Group shall be deemed to have challenged the invoice with no need for further actions. 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 shall be applicable to the additional and/or complementary abovementioned performances.

5.3 Payment terms

The amounts due are to be paid at thirty (30) days of the end of the Month following the date of receipt of the invoice or of the written demand for the payment made by the Contracting party, mentioning the amounts due and sent with the required documents if any.

In case of the delivery of Work, Goods and/or Services carrying out in pursuance of a procurement involving a public authority client, the amounts due must be paid within sixty (60) days as of the end of the Month following the date of receipt of the invoice.

Unless otherwise agreed, no payment shall be made unless all contractual obligations are complied with by the Contracting Party at the date of the invoice. No payment shall be made if the amount due in consideration of a previous term is still outstanding because of a breach or default of the Contracting party.

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

In case of a dispute, NRB Group shall settle the disputed amounts within thirty (30) days or sixty (60) days of the end of the Month following the date of execution of the out-of-court amicable settlement 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 to suspend the performance of its obligations during the legal procedure. The partial or full payment by NRB Group can under no circumstances be construed as meaning of acceptance and/or approval of the Work, Goods and/or Services.

5.4 Compensation and connexity

If there are outstanding payments and debts between the Parties, whatever their origin, NRB Group exclusively reserves the right to compensate its outstanding payments with its own debts towards the Contracting party or to decide to exercise the right of retention or the non-performance defence, as if all outstanding payments and debts derived from the same contractual undertaking.

5.5 Accountancy

The contracting Party shall keep - in a complete and specified manner - accounts of all the already invoiced amounts of NRB Group and those that still have to be invoiced. The Contracting party shall provide all the documents supporting the invoices sent to NRB Group, upon its request and within 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 that has a headquarters situated in a country with a nonexistent taxation or low taxation by the Act of the 23th December 2009, or wants to subcontract the engagement via this type of company.

The contracting Party undertakes to reimburse the loss from the non-deductibility of the sums that had been paid to it and all of the tax fines, interest for delay and other penalties, without prejudice for NRB Group to claim compensation of the actually damages suffered by this method of tax evasion.

ARTICLE 6 - INTELLECTUAL PROPERTY

6.1 If the deliveries provided by the Contracting party contain partially items already developed prior to the carrying-out of the assignment, the Contracting party and/or the Consultant hereby grant NRB Group, a non-exclusive license as to their pre-existing creation, for all purposes and for all type of uses including commercial ones, in regard of all the intellectual property rights related to their creations.

This license in particular comprises:

- A permanent or temporary reproduction right, under all forms and for all media, online and offline, including the distribution right of the material copies of the work, including in particular; all paper version (in particular promotional or practical documents such as manual), CD-Rom, DVD, database,...;
- The right to adapt the work under all forms and all medias, and in particular the right to translate into all languages, and for any purpose (in particular in view of its integration into another development);
- The right of communication to the public via all means of communication and all techniques, in particular through internet or any

form of online communication(s), including otherwise making it available to the public in order that everyone can individually have access to it wherever and whenever it decides;

- Exploitation right of the work in the form of merchandising (in particular for the production of advertising items).

NRB Group has the possibility to exploit itself this license or to grant sub-license rights fully or partly to any third party it chooses.

The license is granted globally and for the duration of the concerned rights (included the possible extension thereof).

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

6.2 All the data/informations, whatever their form, developed for NRB Group pursuant to the Contract or constituting the direct or indirect result of the Contract, shall become the full and entire property of NRB Group as soon as they are issued.

Should the Contracting Party use the services of third parties (employed or self-employed) for the carrying-out of the tasks entrusted with it, the Contracting party undertakes to provide in the employment contract or the collaboration contract (if needed under the form of amendment) an assignment of rights to the same extent than in the present clause and guarantee that the authors shall waive their moral right, to the same extent than that is provided in the present clause.

6.3 The Contracting party shall not make any reproduction, use of or reference to those, to NRB Group, brands, logos, photos, codes, designs or specifications in its advertisements, promotional actions, publicities, publications or technical, commercial or other type of presentations, without the prior and written authorisation of NRB Group.

6.4 The Contracting party will solely and at its own costs bear all harmful consequences resulting from any infringement related to the Work, Goods and/or Services fully or partly protected by patents, licenses, product or trade brands, industrial designs and models. The Contracting party ensures to secure at its own cost an arrangement with the holder of the concerned rights, to pay the royalties, to obtain the necessary assignments, licenses and authorisations or in the absence of the Contract to modify the Work, Goods and/or Services, in order to avoid any infringement.

In case of actions or infringement actions filed against NRB Group, the Contracting Party undertakes:

- to hold NRB Group harmless and to compensate it for all monetary damages and others that may result from those actions against NRB Group ;
- to bear all damages due to the holders of the patents, licenses, fabrication or commercial brands, industrial designs and models, in principal, costs and interests;
- to reimburse NRB Group, at its first demand, for any costs in general, including lawyer fees, experts and technical advisor, which it has incurred in connection with those legal actions and proceedings;
- to amend, if necessary, without delay, the litigious material, by replacing it, if necessary, without charge, with an equivalent material free from for infringement. The contracting party shall bear exclusively all costs; risks and perils, including the resulting penalties for delay;
- that all transactions between the Contracting party and third parties shall be submitted to NRB Group for its prior and written authorisation. The prior approval given by NRB Group for the alterations s that have to be made to the Work, Goods and/or Services in no way release the Contracting party from its obligations, in particular, if any new action for infringement is initiated, as a result of the modifications that have been made.

ARTICLE 7 - CHANGES TO THE TECHNICAL CONDITIONS AND IMPROVEMENTS

7.1 During the carrying out of the Work, Goods and/or Services, the Contracting party informs as soon as possible NRB Group of all the technical improvements that can be made to the Work, Goods and/or Services. It submits to NRB Group the impact of this change on the initial terms and conditions of the Contract.

NRB Group can request the application of these improvements. There modifications are subject to a written Contract to be entered into between NRB Group and the Contracting party.

7.2 In any case, NRB Group reserves the right to request amendments to the technical conditions of the Contract. These amendments are subject to a written Contract to be entered into between NRB Group and the Contracting party. In case of disagreement, the procedure foreseen in article 12 is applicable.

ARTICLE 8 - DELIVERY

8.1 General provisions

Unless otherwise provided in the Contract, the deliveries, packaging, marking, transportation are made in accordance with the Incoterm (the latest edition in effect at this date), including the applicable insurance coverage.

8.2 Packaging

The Contracting Party shall bear all packaging costs.

The dimensions and weight of the packages are compatible with the transport ways and means that have been chosen. The Contracting party shall carry out the necessary verifications and take all useful measures.

NRB Group can request that the Contracting party provide it in due time with the measures contemplated for the packaging of the deliveries and their collection. This communication will under no circumstances lessen the responsibility of the Contracting party.

8.3 Marking

All products are marked before delivery, at the costs of the Contracting party, according to the legal norms or applicable regulations and pursuant to the instructions of NRB Group. The number of the contract or the order has to be mentioned on the packaging or on the purchase order.

8.4 Storage

If necessary, the contracting party shall contemplate the storage of the products in its premises, at its own costs.

In case that a shipment or a delivery is postponed, per the written demand of NRB Group, the Contracting party shall store the deliveries fully under its own responsibility and shall cover the storage risks with an insurance.

8.5 Shipment

The Contract shall identify the situations when the Contracting party must ask in writing the permission of NRB Group to proceed with the shipment, fifteen (15) days at least before the date foreseen for the shipment of the supplies.

8.6 Transportation

Unless otherwise provided, all transportation costs related to the Work, Goods and/or Services are at the expense of the Contracting party.

In case of disagreement between the Parties, all costs of transportation are deemed to be included in the fixed price accepted by NRB Group.

In case of delays caused by the Contracting party, NRB Group can request, subject to a written notice, that specific means of transportation be organized at the costs of the Contracting party, within eight (8) days.

In case of damage, the Contracting party is responsible for all consequences thereof.

8.7 Delivery

The Contracting party shall carry out the transport of the goods, up to the delivery address provided by NRB Group, including its unloading there. The Contracting party shall provide for the necessary staff and equipment. The use of handling machines belonging to NRB Group can be envisaged subject to the prior and written consent the latter.

The delivery can only take place during the days, hours and address that have been foreseen and, failing which, during business days and hours. The Contracting party provides NRB Group, at the time of delivery, with the delivery note. The signature of this note or any other document by NRB Group

can be taken into consideration as proof of delivery and not as a proof of acceptance. The invoices relating to the Goods are accompanied by a signed copy of the delivery note.

If the material is particularly heavy or bulky, the Contracting party shall contact the recipient in advance and, this, at least 48 hours in advance.

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

Unless otherwise provided, if the delivery takes place by truck with an important volume, at a location where access is difficult, the Contracting party shall bear the costs incurred in connection with the reservation of parking space.

If, while unpacking the supplies, NRB Group notices defects therein, it shall within a period of thirty (30) days starting from the delivery give notice the Contracting party thereof, regardless of what is mentioned in the delivery note. The Contracting party shall take back the defective supplies and replace them by equivalent supplies or repair the damaged supplies, all at its own expenses, and without any prejudice to other measures foreseen by the Contract, including the right of NRB Group to demand the payment of penalties foreseen in Article 4 and the full compensation for the consecutive harm.

This article is applicable to all delivery of supplies ordered by NRB Group and received by any other person.

8.8 Waste disposal

The Contracting party will remove from the Site all waste, packaging and excess material produced during the course of the performance of the Contract. Failing which, NRB Group will remove the wastes, packaging and excess material at the expenses of the Contracting party.

ARTICLE 9 - TRANSFER OF OWNERSHIP AND RISK

9.1 Ownership transfer

The transfer of ownership shall occur:

- regarding the Work and/or Services, as soon as they are supplied or, in any case, with the partial payment of the price;
- regarding the Goods, as soon as the date of the Conclusion of the Contract or, in any case, with the partial payment of the price. The Contracting party undertakes to individualize them, to make it clear that they have become the property of NRB Group.

9.2 Risk transfer

The transfer of risks, including those that derive from the obligations in environment and security matters, shall occur no earlier than the signature of the delivery note at 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, with the tests contemplated prior to the commissioning of the Work, Goods and/or Services in accordance with the Contract.

The final adjustment or the tests are performed under the responsibility of the Contracting party. NRB Group reserves nevertheless the right to conduct additional tests.

10.2 Provisional acceptance

10.2.1 Conditions

(i) Work, Goods and/or Services erected, assembled and carried out at the Site by the Contracting party.

The Contracting party can, until the provisional acceptance, subject to the prior and written authorisation du NRB Group, proceed at its own expenses with the modifications, adjustments and technical settings that are necessary to the extent allowed by the Site operational constraints.

After a satisfactory functioning during a period of one (1) month following the commissioning, NRB Group starts, in the presence of the Contracting party, with the provisional acceptance operations provided that, if required, the Contracting party has been granted the necessary certificates by the certified organizations.

NRB Group shall be invited to attend the provisional acceptance operations by way of a registered letter at least then (10) business days before the scheduled date.

The procedure of acceptance includes the verification of the material and the tests allowing to check whether the Goods/Services comply with the contractual requirements from quality and reliability standpoints.

The tests of provisional acceptance can be entrusted, per the request of NRB Group, to a certified body. The results of the tests carried out by that body have to be recorded in the presence of both parties.

(ii) Work, Goods and/or Services erected and/or assembled on Site, but not enter into service by the Contracting party.

If NRB Group requests it in writing, the provisional acceptance of the Goods erected or assembled at the Site, but not entered into service by the Contracting party, is granted when:

- the erection Work and/or the assembly of the Goods has been achieved to the satisfaction of NRB Group and they are ready for commissioning;
 - the Contracting party has fulfilled all other obligations set forth in the Contract and its annexes.
- (iii) Work, Goods and/or Services neither assembled nor commissioned by the Contracting party.

The provisional acceptance of the Goods that were neither assembled nor commissioned by the Contracting party will be granted, upon the request in writing by NRB Group, when, after the control and plant trials, the latter acknowledges that the Goods have been delivered in good condition, pursuant to the conditions and at the place foreseen in the Contract.

(iv) Work, Goods and/or Services, assembled but not supplied by the Contracting party.

Not earlier than two (2) months after the Goods assembled by the Contracting party or, of applicable, after the correction by the Contracting party of a defect in the assembly that appeared after the commissioning, the latter can request, in writing, that NRB Group proceed with the provisional acceptance.

(v) Other Work, Goods and/or Services

The provisional acceptance of the Goods and/or Services not listed above, shall take place thirty (30) days after the delivery unless if NRB Group finds that they have not been delivered in good condition, and in compliance with the conditions and at the place foreseen in the Contract and, this, at the latest within thirty (30) days after that delivery.

10.2.2 Required documents for the provisional acceptance

No provisional acceptance can be requested unless NRB Group has been previously provided by the Contracting party with all the copies of the documents contractually required for the provisional acceptance. No later than at the provisional acceptance, the Contracting party shall provide NRB Group with a complete file containing all documents issued during the delivery of Work, Goods and/or Services, including but without being limited to, detailed drawings, technical documentations, manuals, guides, maintenance task list, maps, schedules, certificates, etc. These drawing must depict the Work, Goods and/or Services actually delivered at the Site and shall take into account all alterations, even minor ones, implemented during the manufacturing, assembling, testing and tuning process.

10.2.3 The provisional acceptance minutes

(a) The provisional acceptance minutes is issued and accepted by NRB Group, in the presence of the Contracting Party. It can be relied upon against the Contracting party even if the latter although validly summoned to this effect, has failed to participate to the provisional acceptance operations.

(b) The provisional acceptance shall take effect as of the date of signature of the minutes recording contradictorily the provisional acceptance.

(c) The reservations made during the provisional acceptance are attached to the minutes. The final acceptance is deemed to be granted no earlier than the day whereon the last reservation made in the provisional acceptance minutes has been lifted.

Under no circumstances, a partial acceptance can take place.

10.2.4 Postponement of the provisional acceptance

If the remarks are deemed to be unacceptable by NRB Group and/or if the results of the checks or tests are not fulfilling, the provisional acceptance will not be granted. NRB Group and the Contracting party will agree upon the modifications to be made to the Work, Goods and/or Services in order to meet the requirements and specifications of the Contract.

The provisional acceptance shall be granted only once the reservations are lifted and the results of the eventual new tests and checks are in compliance with the requirements and specifications of the Contract. All costs regarding those tests and checks are at the expense of the Contracting party.

10.3 Final acceptance

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

- not before that the last reservation made in the provisional acceptance minutes is lifted and,
- provided that the outstanding claims are finally settled.

Within fifteen (15) days after the receipt of a request for a final acceptance, a general inspection of the Work, Goods and/or Services and their operating conditions since the provisional acceptance was granted, will take place.

In case it is requested by the Contracting party, the final acceptance will be effective at the date of signature without reservations by NRB Group and the Contracting party of the final acceptance minutes. The signature of the minutes does not relieve the Contracting party from its legal obligations.

Under no circumstances, a partial acceptance can take place.

In case that the acceptance of the Work, Goods and/or Services, is mandatory, the final acceptance minutes is of essence for the invoicing. Failing which, the invoice shall not be accepted and no payment shall be approved by NRB Group and this without any compensation, interest or penalty for delay being due to the Contracting party.

ARTICLE 11 - OBLIGATIONS AND WARRANTIES PROVIDED BY THE CONTRACTING PARTY

11.1 General obligations of the Contracting party

The Contracting party warrants that the execution of its obligations will fulfil all the contractual requirements, the top rules of the art and the applicable standards.

The Work, Goods and/or Services must be complete in all respects. They comprise all documents, technical data files, Work, tools, materials, products, equipment, mechanisms and accessories useful for the complete performance of the Contract or for the fulfilment of the performance and services guaranteed by the Contract, even if they are not explicitly mentioned in the Contract. All performances useful for repairing and replacing Goods and Work during the warranty period and for restoring the Site to its original condition after the performance of the contract, are included in the Contract

The tools of the Contracting party necessary for the delivery of Goods or for the proper implementation of the Work and/or Services on Site, shall be available at all time during the performance of the Contract.

The actions and/or approvals of NRB Group by no means lessen the responsibility of the Contracting party before the expiration of the warranty period.

The Contract mentions whether it consists out of an obligation of means or out of an obligation to achieve results. In the absence of a clear provision, it shall be construed as an obligation to achieve results.

11.2 Legal obligations of the Contracting party and compliance with ethics

11.2.1 The contracting party warrants that the Work, Goods and/or Services shall comply with:

- The Law on well-being of workers at work (Law of the 4 August 1996)
- All standards aiming at the protection of human rights ;
- 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 that have been ordered (ex : AR on the individual protections);
- The export compliance laws.

Furthermore, the Goods have to be delivered with a certificate of conformity and the use precautions in the language of the user (CE with the reference of the license).

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 refers to the validity period of general warranties and the special warranties provided in the Contract.

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

11.3.2 Obligation of the Contracting party

During the warranty period, the Contracting party and NRB Group are bound to inform each other of any defect that has been noticed. The Contracting party is bound to remedy it at its own expenses and at all their consequences and to replace all part of the Work and/or Goods that proved to be defective, and this without prejudice to the other sanctions applicable under the Contract.

If NRB Group purchases new equipment from a third party and this equipment is put to the disposition of the Contracting party pursuant to the Contract, the Contracting party undertakes to use it in a professional manner; At all events, it will have to cover its liability.

All Work, supplies or performances, for which the contracting party is responsible during Warranty period have to be carried out as soon as possible and no later than within fifteen (15) days, in addition to that, the Contracting party has to, and without prejudice to all other rights of NRB Group, bear all expenses incurred, as well as all measures to the best of their abilities in line with the operational requirements, while shortening the period of time during which the Work, Goods and/or Services are partially or entirely unavailable.

If the default has been caused by a design defect, the Contracting party must replace or modify all identical items that are part of the contractual supplies, 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 Work, Goods and/or Services are unavailable, the Warranty period as a whole will be extended by the duration of all aggregate periods of unavailability.

If, during the Warranty period, it is necessary to replace an item of the Work, Goods and/or Services, the Warranty period will start running, for the

concerned item, after the transfer of risk has occurred in respect of the replaced parts. The Contracting party shall bear solely all the costs, including the costs of transportation and of the manpower provided by NRB Group.

ARTICLE 12 - RESOLUTION OF TECHNICAL DISPUTES

Should NRB Group and the Contracting party disagree on a technical issue, the dispute may be submitted to maximum three (3) experts (one expert for NRB Group, one expert for the Contracting party and the third one appointed by the two other experts). If one of the Parties fails to appoint its expert within eight (8) days as of the demand filed by the other Party, or if the experts appointed by the Parties fail to appoint a third expert, the Court of First Instance of Liège will appoint the missing expert(s), at the request of the other party.

Failing any agreement on the application of this procedure, Article 25 will apply.

The single task of the experts is to analyse the disputed issues, give their technical advice on the technical dispute, issue recommendations and propose solutions and, according to the situation:

- identify the changes to be made to the technical terms and conditions of the Contract, as well as the amendments resulting from that, with respect to the price, contractual deadlines and eventual compensations;
- identify the improvements brought upon the Work, Goods and/or Services, subject to the Contract, as well as the consequential modifications, moreover relating to the price and the contractual deadlines;
- assess the compensation due following an eventuality referred to in Article 13.2.

NRB Group and the Contracting party are free to transmit to the experts any document useful for the resolution of the dispute, as soon as possible. A copy of these documents will be communicated to all other person intervening in the procedure. The decision of the expert shall be binding upon NRB Group and the Contracting party, as well as all other party intervening in the procedure, having agreed to join in the matter. The parties expressly undertake to apply the recommendations issued by the experts. The costs will be allocated between NRB Group and the Contracting party, per the decision of the experts.

ARTICLE 13 - LIABILITIES - INSURANCES

13.1 General liability

13.1.1 The Parties shall bear the consequences of their failures and breaches in the framework of the Contract.

13.1.2 In case of damage incurred by a third part in relation with the performance of the Contract, the third party will forward all claims and actions exclusively to the party whom it considers to be responsible for its damage. If the root cause of the damage or prejudice can fully or partially imputed to the other party, the latter will hold harmless and indemnify the first Party, in full or in part, for all the consequences of the claim of this third party.

13.2 Specific liabilities

In case of damage suffered by NRB Group or its personnel, in the occurrence of which the personnel, the goods of the Contracting party and/or its subcontractors is or are involved, and the person causing the damage is, according to the Contracting party a third party, the Contracting party is obliged to repair the harm or compensate NRB Group and/or its personnel as soon as the amount of the damage is determined by NRB Group. In case of disagreement on that amount, the latter will be determined by implementing the procedure referred to in Article 12.

The Contracting party is, both towards NRB Group and third parties, liable for the damage caused by all equipment and/or performance wherefore the Contracting party has given its warranty.

13.3 Insurances to be taken out by the Contracting Party

Before starting the performance of the Contract, the Contracting party has to take out:

- (a) The insurance policies mandatory pursuant to Belgian laws, and moreover:

- a « Legal » insurance policy, in accordance with the Belgian law ensuring compensation of Work-related accidents and accidents on the road to and from Work, of which members of its staff may be victims during the performance of the Contract, even if they do not work under the direction and supervision of the Contracting party. The Contracting party guarantees that its insurance company waive all recourse against NRB Group and all Parties working on the Site or in the framework of the Contract;

- a « Civil automobile liability insurance » insurance policy covering all registered vehicles that have access to the Site and installations.

- (b) A « Commercial liability insurance » insurance policy covering the third parties including NRB Group against all material and immaterial physical damages, including but non-exclusive the additional expenses, the loss of earnings, the lost profits, the commercial or financial loss.

This policy must contain the following clauses:

- the insurance covers without restrictions or reservations the civil responsibility to which the Contracting party may be exposed under all the legal or regulatory provisions, as a consequence of damages of all nature caused to third parties, including NRB Group, by directly or indirectly, its undertaking, its personnel, subcontractors, premises or goods, during or beyond the Work hours, at the Site or outside thereof;

- the members of the NRB Group staff are considered to be third parties to the Contracting party;

- provided that the insured party is held liable, the policy will also enter into effect in case of accidents caused by the personnel, equipment and products made available to the Contracting party by NRB Group.

- (c) A « Product liability and/or after Delivery and/or after Work » insurance policy ensuring third parties including NRB Group against all physical material or immaterial damages.

The Contracting party shall continue this policy in effect at least until the expiration of the Warranty period.

- (d) A « Transport » insurance policy covering the damages that can be caused to Goods during transportation, including those that are inherent in their storage, load, intermediate storage, unloading, stowing and coverage.

The subscription of all the insurance coverages is only requested when they are most likely to be applicable to the Contract.

13.4 Various provisions

The Contracting party must be in a position to provide NRB Group, at any time, with the proof of the taking over of the required insurance coverage. NRB Group reserves the right to request further particulars or to reject the insurance coverage upon valid grounds. Per the request of NRB Group, the Contracting party and all its subcontractors shall request their insurance companies to harmonise their policies with those of the other Parties.

The subscription by the contracting party of the insurance policies required by the Contract do not release the Contracting party from its contractual and legal responsibilities.

The Contracting party undertakes to reimburse NRB Group all additional premiums which it would pay in its own name or in lieu and place of the Contracting Party to secure the coverage of an event attributable at the latter.

ARTICLE 14 - ACCESS TO THE SITE

This article is applicable to the Contracting party and to all its eventual subcontractors.

The Contracting party shall comply with the specific instructions of NRB Group, as well as the rules regarding the access, security, well-being and environment applicable to the Site. If the Contracting party is of the opinion that the certain requirements thereof go beyond the conditions of the Contract or are incompatible with the proper provision of the Work, Goods and/or Services, it has to give notice thereof in a writing to NRB Group within eight (8) days as of from the communication.

The Contracting party takes note of and applies strictly all rules regarding access, security, health and environment applicable to the Site and shall

compel its personnel, its subcontractors and in general, to all person under its responsibility, to entirely comply with them. The Contracting party is fully responsible for any breach of these regulations and bears all the consequences thereof. The Contracting party shall bear all costs in relation with its access to the Site, including the waiting hours before delivery.

NRB Group can at any time take measures against the Contracting party, including refusing access to the Site to all persons under the responsibility of the Contracting party if it notices a dangerous or irresponsible behaviour or catches the person in flagrantly delicto of these regulations. Such prohibition does not release the Contracting party from its obligation of proper performance of the Contract.

ARTICLE 15 - THE STAFF OF THE CONTRACTING PARTY

This article is applicable to the Contracting party and to all its eventual subcontractors.

By entering into the Contract, the Contracting party warrants that its staff has the proper skills.

The Contracting party undertakes to maintain the team, while immediately replacing the staff which would be missing at the moment of the conclusion of the contract.

The Contracting party only employs workers subject to a social security protection and complies with the regulations in this matter (including Limosa declarations) and produces proof thereof per the request of NRB Group. The breach of this obligation shall be deemed as a serious breach. In such a case, NRB Group reserves the right to terminate the Contract without notice, nor compensation, while the Contracting party will bear all the consequences.

The Contracting party and its personnel shall be, at all times, entirely independent from NRB Group and cannot at any moment be regarded as employees of NRB Group. The Contracting party keeps full control over its personnel and is responsible for them; it bears all their salaries, extra-salaries, taxes or charges.

The Contracting party undertakes not to engage the members of the staff of NRB Group during a period of twenty-four (24) months after the last day of the performance of the order. All breaches of this obligation will be punished by the payment by the Contracting party to NRB Group, of a fixed compensation equivalent to twelve times the gross wage per month of the concerned person at the moment of the breach.

Furthermore, the breach of this obligation being deemed a serious breach, NRB Group reserves the right to apply Articles 4 and 2.6.

ARTICLE 16 - CONFIDENTIALITY AND SECURITY OF DATA

The Contracting party undertakes towards NRB Group to maintain the confidentiality of all information communicated in the framework of the Contract by NRB Group to the Contracting party, to its partners or to their subcontractors (or the information to which these two would have had access through other means), and refrain from disclosing these information to any third party, under whatever form, and from using it in any means for a purpose other than the performance of the contract.

The Contracting party takes the necessary measures so that the obligation of confidentiality shall conscientiously be complied with by all of its employees, as well as by every person that, without being employed by the Contracting party, is under its responsibility and may become aware of or have access to the confidential information, even after the end of the execution of the performances, and this for an indefinite period of time.

If the signature of a confidentiality certificate is required by the Contract, the absence of such a validly fulfilled confidentiality certificate, signed and presented at NRB Group can trigger the suspension of the Contract, without prejudice for NRB Group's right to be compensated for all damages incurred as a result thereof and to terminate the contract, partly or fully.

The Contracting party may not, without prior and written authorisation by NRB Group proceed at any dissemination or advertising of, or provide to third parties, documents issued 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 cannot be published, copied or communicated to third parties.

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The Contracting party has to, without delay, notify NRB Group any suspicion of breach of this obligation of confidentiality.

In case of cancellation, resolution or termination of the Contract, the Contracting party needs to return or destroy ALL confidential documents or information relating to the Contract. At the request of NRB Group, the Contracting party provides, within fifteen (15) days, a certificate of destruction of the documents.

The fact for the Contracting party to possess confidential information of NRB Group cannot result under any circumstances, in a shift of the ownership rights and cannot be construed as granting the Contracting party any ownership title or intellectual property.

The Contracting party must take security measures, as well as organisational, as administrative, physical or technical measures, against loss, misuse, abusive use, unauthorised access, alteration or theft of the data belonging to NRB Group and/or of its Client, so that the recovery of the data is possible at any time and under a useful form. The level of security has as least to reach the level requested by the nature of the data itself, including the intrusion tests to be carried out at least once a year. Unless otherwise stated, the costs linked to data protection cannot be not charged to NRB Group.

The breach of this article is considered as serious beach and can be penalised by any legal means. NRB Group reserves the right to claim, for each infringement detected, an irreducible penalty of twelve thousand five hundred (12 500 €), without prejudice to claim the compensation of the actual incurred harm.

ARTICLE 17 - PRIVACY

The Contracting party undertakes that itself, and that any other person under its authority or on its behalf, shall comply with the requirements set forth by the Act of 8 December 1992 on the protection of private life with respect to the processing of personal data. It shall take all necessary measures to protect the security and the confidentiality of personal data that it may have to handle on behalf of NRB Group.

More precisely, the Contracting party takes the technical and organisational measures necessary to protect the personal data communicated by NRB Group or its Client, against accidental or unauthorised destruction, accidental loss, as well as alteration, access to/ and non-authorized treatment of the personal data. These measures should offer an adequate level of security, in view of, on the one hand, the state of the technology in this field and the costs of the application of those measures, on the other hand, the nature of the data that has to be protected and the potential risks.

The Contracting party shall in particular ensure that the access to the data is restricted to only for the people who need to be granted such access to carry out properly the tasks entrusted to them. No other processing can be carried out and no other person can have access to the transferred data.

The Contracting party shall communicate without delay to NRB Group:

- Any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
- Any accidental or unauthorised access and;
- Any request received directly from the concerned person, unless it has been otherwise authorised to do so;
- That it unable, for whatever reason, to comply with the regulation in this this matter.

The Contracting party shall compensate NRB Group or its Client, in principal, interest and expenses, for all damage incurred as a result of a breach of the above-mentioned obligations, including all loss of clientele or harm to the image-brand of the latter, only to the extent it is personally liable for.

The parties agree that as soon as the Contract comes to an end, the Contracting party or its subcontractor shall delete all the transferred personal data from their IT system, as well as the copies (physical or not) and while providing proof thereof, unless the law prohibits them from returning or destroying the totality or a part of the mentioned data. In that case, the Contracting party and/or the Consultant shall ensure that they will protect the confidentiality of the data referred to in Article 16 hereof.

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ARTICLE 18 - ENVIRONMENT

The Contracting party strictly complies with the environment and planning regulations in effect at the Site.

The Contracting party must inform without delay NRB Group of any possible incident caused by the performance of the Contract that could have an impact on the environment. It shall be held, in any circumstances, fully responsible.

ARTICLE 19 - AUDIT

19.1 Audit of the supplier

When either it is provided by the Contract, either it is justified by the execution of the performance, either it is requested by the Client of NRB Group, the Contracting party agrees that NRB Group or to any person mandated by it, shall be entitled to carry out audits and/or inspections of the premises of the Contracting party with the aim to checking the proper performance of its obligations. There audits or inspections take place during business hours and with a prior notice of five (5) business days.

The Contracting party agrees to allow the audit team or the supervisors mandated by NRB Group access to the premises and information necessary for the proper execution of their task.

19.2 Audit of NRB Group

In case a contract regarding the use of a license foresees it, the license editor has the right to carry out an Audit at NRB Group only with respect of its compliance with its contractual obligations.

The audit will be subject to a prior notice of then (10) business days with limited and monitored access, at the expenses of the Contracting party.

ARTICLE 20 - LANGUAGES

The language of the Contract is mentioned in the Contract or the order and this requirement is applicable to all the documents. In case of contradiction or/and ambiguity, the language of the Contract is French.

The General terms and Conditions of purchase in French are the only applicable version, even if NRB Group provides a foreign language translation.

ARTICLE 21 - ADMINISTRATIVE AUTHORISATIONS

Without prejudice to Article 2.2.4, the Contracting party is responsible for the grant of the authorisations and licenses required by the competent authorities and/or all protected rights, including the right to use and the right to assign the rights protected by intellectual property.

The Contracting party provides at the request of NRB Group, all information relating to the supplied Work, Goods and/or Services and which are necessary for the filing of authorisation applications by NRB Group.

The Contracting party shall take all measures to ensure that commits to take that the Work, Goods and/or Services are allowed by the above mentioned authorities. It is not allowed for the Contracting party to claim, after the Date of execution of the Contract, a an additional price for the costs of those measures or for the measures taken to make compliant with the requirements of the said competent authorities, its performances, studies, deliveries or work.

ARTICLE 22 - RELATIONSHIP BETWEEN THE PARTIES

Each party shall remain independent towards each other. Neither the Contracting party, nor any person or third party entrusted by the Contracting party with the performance of the Contract, shall be deemed the employee, associate, agent, representative or legal representative of NRB Group.

No provision of the Contract may be construed as creating an agency relationship between the Parties, a joint-venture or to allow one party to represent the other towards third parties.

ARTICLE 23 - WAIVER

No waiver to and/or non-application of one or various provisions of these General terms and Conditions of purchase can be construed as a waiver to rely upon and/or leading to the non-application of the mentioned provisions.

ARTICLE 24 - DIVISIBILITY

General terms and conditions of Purchase of the NRB Group

If one of the clauses of the Contract is declared null and void, this nullity shall not affect the validity of the other clauses. If such void clause affects the essential nature of the Contract, each of the Parties is obliged to immediately and in good faith negotiate a valid clause in replacement of this.

ARTICLE 25 - COURTS AND APPLICABLE LAW

The contract is ruled by Belgian Law.

The courts of Liège are competent in case of disputes related to the conclusion, the validity, the execution or the interpretation of the Contract, without prejudice to Article 12, even in case of intervention of third party or multiple defenders or claimants. NRB Group reserves the possibility to refer the dispute to any other court that may be competent under the ordinary law regime.

ARTICLE 26 - MODIFICATION

The General terms and conditions of purchase of NRB Group are updated on the website www.nrb.be and are applicable to all contracts and orders made after the update. For all existing contracts, the latest version of the General terms and conditions of purchase remain applicable.

For permanent contracts, unless otherwise agreed in them, the new conditions are applicable as soon as their publication. By the acceptance of new contractual engagements, the Contracting party declares to be aware of the new General terms and conditions of purchase of NRB Group and expressly agrees to them.

II PROVISIONS SPECIFIC TO CONSTRUCTION OF WORK

The general provisions of these General terms and conditions of purchase and the provisions relating to the construction of Work are cumulative.

ARTICLE 27 - WORK ON SITE

27.1 General provisions

NRB Group reserves the right to request, at the expenses and risks of the Contracting party the off-site removal of material, tools and equipment claimed to be non-compliant as well as the proper demolition, reconstruction or reassembly of Work that is non-compliant, with respect of the construction method and the used material, tools and equipment.

27.2 location of the Work

During any intervention at the Site, the Contracting party must comply with the access procedure of the Site. This information can be obtained during the site kick-off meeting or at written request.

The Contracting party has to provide the Specific Health and Safety Plan (SHSP /PPSS) preliminary to the carrying-out of the construction of work. All the Work and installation of equipment must be carrying out in safety.

The Contracting party has to ensure on Site that the drawings that are provided by NRB Group are compliant with reality and compatible with the already existing and/or future work; it has to, within fifteen (15) days after the receipt of the drawings, inform NRB Group of any abnormal situation that it has found out.

The axes and items of the Work that are to be built and/or assembled are attached to the grounds' Site. These items are, until the provisional acceptance of the work, subject to the supervision and the protection of the Contracting party. The latter has to immediately inform NRB Group of any possible abnormal situation.

The Contracting party takes all necessary measures for the replacement of any damaged or missing element, which it has to move or to protect during the work period. At the end of every business day, the site will be kept in a clean and safe condition (through possibly signalization and lightening).

NRB Group reserves the right to alter, at any time and at the expenses and risks of the Contracting party, any work non-compliant with the drawings or guidelines and existing landmarks. Should the Contracting party fail to comply with the instructions given by NRB Group for that purpose, the latter can at the expenses and risks of the Contracting party, replace it or have a third party replace it for the Contracting Party.

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27.3 Representations

Prior to the start of the Work, the Contracting party has to resent, duly signed for approval, the document entitled "Written representation of the construction contractor" and, if applicable, the document titled "Written representation of the subcontractor" at NRB Group to the attention of the person mentioned in the Contract.

26.4 Suspension of the supply of Work

Per the prior and written request of NRB Group, the Contracting party shall suspend the supply of the Work during the duration and by the means that are deemed appropriate by NRB Group. The Contracting party, during the duration of this suspension, maintains the already performed Work.

All expenses incurred in relation with this suspension shall be supported by the Contracting party if the suspension was deemed to be necessary for security reasons or failures that are imputable to it.

ARTICLE 28 - INSURANCE « ALL RISKS OF WORK »

Unless otherwise provided in the Contract, the Contracting party is responsible for the subscription of the insurance policy « All risks of Work ».

The Contracting party subscribes on its behalf, on the behalf of its subcontractor, of NRB Group and of any other person acting at the Site, an insurance « All risks of Work ».

The Contracting party is responsible for the subscription by all its subcontractors, during the carrying out of their Work at the Site, of an insurance covering the same risks and containing the same conditions.

III PROVISIONS RELATING TO PURCHASE OF GOODS INCLUDING SOFTWARE

The General provisions of these General terms and conditions of Purchase and those of the provisions regarding the purchase of goods are cumulative.

ARTICLE 29 - FABRICATION

28.1 Defects – Bad workmanship

The Contracting party has to inform NRB Group of the failures and defects found and shall provide the latter with a proposal for the acceptance, repair or the discard of the materials or machined parts.

NRB Group can request that the Contracting party repair or replace, at its expenses, all or some Goods that are non-compliant with the requirements of the Contract, the standards of proper conduct and or/or the drawings.

Where NRB Group rejects material or performances upon the grounds of defects, it shall address a supporting report to the Contracting part, within fifteen (15) days, by registered letter with proof of receipt.

28.2 Counterfeits

The Contracting party warrants NRB Group that the agreements entered with its suppliers contain an unlimited warranty against any counterfeits originating from their factories. This warranty shall cover all the damage caused to people and goods involved in any incident which would not have been so serious, assuming that the parts had not been forged, as evidenced by an expert.

IV PROVISIONS APPLICABLE TO CONSULTANCY

The General provisions of these General terms and conditions of Purchase and those of the provisions relating to consultancy are cumulative.

ARTICLE 30 - CONTRACTUAL DOCUMENTS

29.1 The Consultancy Contract shall at least be formed by the following documents, in the possession of the Contracting party:

- The Engagement letter;
- The Purchase order;
- There General Terms and Conditions of Purchase of NRB Group available at www.nrb.be and the User Agreement regarding the IT infrastructure.

29.2 In case of difficulties in interpretation or problems of contradiction between the contractual documents, each one shall prevail over the next one within the order as they appear in the here above list. The contractual documents form part of whole, one cannot be isolated from the other.

29.3 In case of refusal to sign the Engagement letter or to non-sending if countersigned, NRB Group shall have the possibility to:

- terminate it without compensation and with immediate effect by any means offered by the law;
- or to consider that the Contracting party, when starting the execution of its assignment, is deemed to have accepted without reservation the terms of the Contract as a whole, provided that there documents have been put to the disposition of the Contracting party.

ARTICLE 31 - SCOPE OF APPLICATION

The Consultancy Contract applies to all consultancy services performed both internally as supplying services of personnel to the NRB Group's clients. The documents exchanged between NRB Group and the Contracting party prior to the date of the conclusion of the Contract can never prevail over these provisions, nor combine with these.

ARTICLE 32 - INTUITU PERSONAE CHARACTER

The Engagement letters are an intuitu personae contracts. NRB Group chooses a Consultant proposed by the Contracting party in light of its claimed specific knowledge and competences, as described in its curriculum vitae.

The Contracting party undertakes and procures that the Consultant has the legal qualifications and other necessary skills for carrying out its assignment.

Accordingly, the Contracting party and the Consultant put their expertise at the profit of NRB Group or its Client, according to the agreed planning.

In the event the Contracting party would unilaterally decide to entrust another Consultant with the assignment without the prior and written agreement of NRB Group, the latter shall, at its discretion, be entitled to:

- terminate the Contract for serious cause with immediate effect;
- solely pay the services performed by the Consultant who is mentioned in the Engagement letter.

ARTICLE 33 - SUBCONTRACTING

Subject to Article 31 of these provisions, the Contracting party may subcontract the assignment but shall remain solely responsible towards NRB Group for all the commitments provided in the Contract.

ARTICLE 34 - RELATIONSHIP BETWEEN THE PARTIES AND OBLIGATIONS

34.1 General provisions

Each party remains independent of each other. Neither the Contracting party, nor the Consultant, is or shall be considered to be an employee, associate, agent, representative or legal representative of NRB Group or its Client.

The Contracting party or the Consultant perform the services independently and the latter shall always work under the responsibility and authority of the Contracting party and shall receive no compelling directive, instruction or direction, except what is provided here-under.

Would not be deemed an exercise of authority, the fact that NRB Group or its client provides the Consultant with the following instructions:

- The general guidelines to enable the execution of the Services and the continuity of the service to be provided to the Client(s) ;
- The security requirements and the rules regarding well- being at work, house rules or hygiene;
- The compliance with applicable administrative procedures or regulations;
- The guidelines for NRB's internal organisation;
- The directives relating to the training required for the execution of the Services and market evolution;
- The possible schedule of work.

The Contracting party remains, at all events, responsible of the social and fiscal obligations in connection with the work performed by its personnel and/or its subcontractors.

No item of the Contract can be construed as creating an agency relationship between the parties or the Clients of NRB Group, a joint-venture or allowing a party to represent the other towards the third parties.

34.2 on-call rotation

The Contractor declares that it has been notified and accepts the fact that on-call services may be required in view of the nature of the mission, the projects in progress or at the Client's request.

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

During the on-call period, the Consultant must imperatively 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 or process the request. In any case, it will have to (non-exhaustive list of obligations):

- be available and able to provide the required support immediately (the Consultant will take all precautions to this effect);
- connect to the infrastructures in case of an incident or alert in order to provide intervention on the systems either remotely or on site;
- to intervene at any time, including at night, on weekends and on public holidays following the notification of the incident or event, taking into account the SLAs concluded with the Client(s).

On-call service is forfeited as follows:

- Weekdays (from 17pm to 8am the next day): 38,26 €/day
- Saturday, Sunday and public holidays (from 8am to 8am the following day): 63,70 €/day
- The full week in continuous (wkd included): 318,82 €/week

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

In the event of intervention, in addition to the on-call fixed price, the daily rate may be invoiced up to the amount of time actually worked during the intervention as well as the travel time if the incident or event cannot be solved remotely. However, the intervention will only be invoiced after 30 minutes of intervention. The applicable daily rate is the one of the day on which on-call service begins. The surcharges may be invoiced as follows:

- Weekly intervention: 100%.
- Intervention on Saturdays: 150%.
- Intervention on Sundays and public holidays: 200 %.

The Consultant and his manager at NRB can agree on a postponed start of the day the following day of an on-call service with intervention between midnight and 6am. However, it is recalled that the hours not worked are not billable.

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

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

34.2 Leave planning

The Contractor undertakes to comply with a holiday or leave schedule at least fifteen calendar days before the start of the holiday or leave in order to enable NRB to ensure accurate monitoring of the operations.

34.4 Training

The Contractor declares that it accepts the obligation to train or update its Consultant knowledge so that he/she will be in line with market evolutions and normal expectations regarding his/her mission. Training costs shall be borne by the Contractor.

ARTICLE 35 - "BACK-TO-BACK" CLAUSE

General terms and conditions of Purchase of the NRB Group

In respect of the Engagement letters of the CLIENT, the requirements of the Client are fully applicable even if they are not included therein. Thus, the decisions taken by the Client are automatically applicable to the Contracting party, from a contractual as administrative and financial standpoint, including the penalties and compensation due upon the grounds of breach of Contract pursuant to Article 2.6 here above. The Contracting party expressly represents that it is fully aware of and irrevocably agrees to be bound by this rule.

ARTICLE 36 - LOGISTICS

As long as the work takes place on NRB's site, the latter will put at the disposal of the Consultant a worktable and a chair, as well as, if necessary, a network connection and the access codes that will allow it to execute its work.

If the assignment implies the Consultant's mobility, the latter will have to bring its own portable computer. Per the request of the Contracting party, NRB Group can put a portable computer to its disposal during the time of its assignment, in consideration of which, ten euro (10€) per day shall be deducted from the Consultant's fees.

However, if NRB imposes 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 put to its disposal in accordance with its intended purpose and with the care of a *Bonus pater familias*. The Contracting party is responsible for the said equipment and bears the risks of damage, loss, theft...Hence, the Contracting party undertakes to have this hardware equipment covered by an insurance for all IT risks. Per the single request of NRB Group, a proof of insurance shall be provided.

ARTICLE 37 - REPLACEMENT OF THE CONSULTANT

If the performance of the services cannot be carried on because of incapacity or unavailability, for whatever reason, the Contracting party shall offer NRB Group, to proceed with its replacement, at its own costs, by an equivalent profile (identical competences, experience,...) within five (5) business days in respect of the assignment of minimum forty (40) days and within then (10) business days in respect of the assignment of forty (40) days or more.

When the Consultant does not correspond to the expectations of NRB Group or its Client, NRB Group shall inform by writing the Contracting party of its unsatisfaction and explain its position. In that case, the assignment shall be suspended and the Contracting party shall, at its own expenses, propose to NRB Group an equivalent profile (identical competences, experience,...) and this within the same delays foreseen here above. The choice of the replacing person is subject to the prior and written agreement of NRB Group.

If the Contracting party fails to provide for an equivalent profile within the above-mentioned delays, a fixed penalty of five hundred euros (500 €) for each day of delay shall be due and NRB Group may terminate the Engagement letter without prior notification or compensation.

ARTICLE 38 - PRICE-INVOICING-PAYEMENT, ADDITIONS FOR CONSULTANCIES

The daily rate is mentioned in the Engagement letter. This rate cannot be increased or indexed during the whole duration thereof, unless it is provided in the Engagement letter and save for the indexation possibly granted by the Client of NRB Group, in application of Article 35 hereof.

The day's units shall be computed on the basis of eight hours (8h). Unless prior and written agreement of the parties, additional hours shall not be charged and invoiced to NRB Group.

The daily rate covers all of the costs, including travelling expenses, incurred by the Contracting party or the Consultant in connection with the proper implementation of the assignments save for the exceptional expenses previously approved in writing, such as travelling abroad,... which will be reimbursed upon presentation of the written proofs.

The documents required for the application of Article 5.3 hereof refer to a « timesheet » (encoding of the services by NRB Group and acceptance thereof by NRB Group's project manager) unless provisional and final acceptance have been foreseen. In such case, the report has to be attached to the invoice of the Contracting party.

The default of payment by the Client of NRB Group for reasons attributable to NRB Group or to another of its Contractors, shall not release NRB Group to pay the Consultant in respect of the services. Any delay in the payments can only lead maximum to the application of legal interests. No expenses or additional compensation can be invoiced.

The default of payment or the partial payment by the Client for reasons imputable to the Contracting party, shall release NRB Group, to the same extent, of its obligation to pay its services. The Contracting party shall be held liable for the damage incurred by NRB Group as a result of that default of payment by the Client. In that case, NRB Group shall be entitled to a compensation corresponding to the legal interest accrued on the amounts uncollected by NRB Group, without prejudice of its right to request compensation of any actual higher damage. In any event, the compensation terms provided in Article 5.4 hereof is applicable.

In case of full or partial termination of the Contract with NRB Group by the Client, NRB Group will pay the Contracting party on the basis of the price agreed upon for the already delivered or received services performed by the Client when it is provided.

Even after the payment of the invoices, NRB Group shall be deemed to provisionally or finally have accepted the services only once the Client has also provisionally or definitively accepted them. The payment of the invoices to the Contracting party shall never be construed as meaning a provisional or final acceptance.

ARTICLE 39 - LIABILITY

39.1 At all events, the Contracting party is fully liable for the Consultant whom it had proposed to NRB Group, even if it is a subcontractor. The Contracting party has to cover its liability for such facts, incidents and their consequences, by subscribing, at its own expenses the necessary insurance policies with solvent insurance companies that would cover those risks. The Contracting party undertakes to provide at first request of NRB Group, a proof of insurance with the coverage terms and its amount.

39.2 Under any circumstances, NRB Group can be held liable for the loss of production, the loss of earnings, the loss of contracts or other indirect or immaterial damage suffered by the Contracting party.

NRB Group shall under no circumstances be exposed to liability as a result of accidents of whatever nature, including when the Contracting party, its employees and subcontractors are the aggrieved parties - save for those NRB Group would be held liable for or the accidents- that they could cause to third parties or their belongings.

ARTICLE 40 - OBLIGATIONS

40.1 The Contracting party shall nevertheless be liable, under civil law, for itself and for the Consultant, who have actually performed services. In addition to that it should hold NRB Group harmless against the breach of labour law, including in respect of the obligations relating to the LIMOSA declarations.

40.2 The Contracting party undertakes to submit, before the start of the activity of the Consultant in Belgium, a LIMOSA declaration (www.limosa.be) for:

- All worker employed by a foreign company and temporarily or partially work in Belgium;
- All self-employed people who happened to temporarily work in Belgium as a self-employed without residing there permanently;
- All trainees who follow their traineeship in Belgium, in the context of a curriculum or a professional training abroad.

Furthermore, the Contracting party undertakes to send to NRB Group, before the start of the activity of the Consultant in Belgium, the proof of the Limosa declaration or its acknowledgment of receipt.

40.3 The Consultant shall be aware of the policies he must respect in the execution of his mission, including policies relating to the use and security of the network and information, confidentiality, respect for privacy and personal data, code of conduct, etc. The Consultant shall be bound by these policies. A form of acceptance and commitment to comply with the aforementioned policies must be signed by the latter no later than the first day of the mission and before his first connection to the network.

40.4 The Contracting party or the Consultant who is to represent NRB Group in connection with its mission must comply with the following principles:

- Respect for the interest of NRB Group;
- Reflection of NRB Group values;
- The use of the name and image of NRB Group for a strictly professional purpose and in accordance with the prior written authorisation granted to him;
- To Limit communication to his own expertise;
- Lack of opinion or self-interest.

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

ARTICLE 41 - CONFIDENTIALITY

The provisions of Article 16 « Confidentiality and security of data» are fully applicable to all information disclosed by the NRB Group or its Client.

ARTICLE 42 - NON-COMPETITION

During the whole period of validity of the Engagement letter and two (2) years thereafter, for whatever reason, it is explicitly prohibited for the Contracting party to take part or to directly or indirectly be involved and in whatever quality (employee, director, manager, associate, administrator, shareholder, consultant, agent, financial donor, ...), in a service offer directly or indirectly concerning a NRB Group project in which the Contracting party or one of its subcontractors got involved.

Furthermore, the Contracting party undertakes and ensures that it was obtain from all employee, agent, official, consultant, subcontractor, administrator or shareholder with whom it may collaborate with , an undertaking of non-competition under the identical terms as those foreseen above.

In case of breach of this clause of non-competition by itself or by one of the people contemplated in the paragraph above, the Contracting party shall pay, per proven breach, to NRB Group an irreducible penalty of fifteen thousand euros (15.000 €), without prejudice to NRB Group's entitlement to additional compensations and interests.

ARTICLE 43 - TERMINATION

43.1 The engagement can be terminated by mutual agreement at any time without notice or compensation.

43.2 Besides the termination by mutual agreement, every assignment can be terminated at any moment, by either party with notification with no need to justify it, by registered letter or by e-mail sent at least one calendar month prior to the date contemplated for the expiry of the execution of the services when the agreed services were to be performed for a period of more than 40 days and by registered letter or by e-mail sent at least 5 business days prior to the date contemplated for the expiry of the execution of the services when the agreed services were to be performed for a period of more than a period of minimum 40 days. The termination with notice does not lead to any payment of compensation.

In case of termination without notice by one of the parties during the assignment, the other party may claim from the terminating party a compensation corresponding to 20 days of services.

43.3 In case of serious breach by one of the parties of their contractual obligations, in case of incompetence of the Consultant, the aggrieved party has the right to immediately terminate the contract without period of notice nor compensation and confirmation by registered letter or by e-mail. It is considered inter alia to be a serious breach of the contractual obligations, the non-compliance with the deadlines, the breach of the confidentiality obligations, the disclosure of business secrets or know-how, the refusal to perform the agreed upon tasks, the non-compliance with the agreed-upon provisions regarding to use of third parties,...

43.4 Pursuant to the Contract or in case of termination, the Contracting party and/or the Consultant are under the obligation to provide to NRB Group no later than on the last day of the assignment, all useful information to NRB Group for the carrying-on of the on-going activities such as: the list of

projects, their current status, studies and proposals in progress, contact lists, as well as all other document in its possession (hardcopy or computerized).

43.5 Furthermore and in any event, the Contracting party has to foresee, when it have performed all services, the timescale normally required for the knowledge transfer, work and other achievements carried out or acquired during the performance of the assignment. The transfer shall also have to be achieved in case of the termination of the Contract. Should this transfer not be achieved within the period of time requested by NRB Group, it will be carried out at the exclusive expense of the Contracting party within a timeframe of maximum then (10) business days.

This condition is of essence and the breach thereof shall trigger an obligation for the Contracting party to pay an amount equal to one day of performance of the defaulting Consultant. In that case, NRB Group reserves the right to consult another company.

V PROVISIONS APPLICABLE TO THE SUBCONTRACTING

The general provisions of these General terms and conditions of purchase and the provisions specific to subcontracting shall apply cumulatively.

The Articles 30.1, 30.2, 34.1, 36, 37, 40.3, 40.4, 41, 42 and 43 are applicable for subcontracting. In order to do so, the « Contracting part » is to be understood as the « Subcontractor », the « Consultancy » is to be understood as « Subcontracting », and the « Engagement letters » as « Subcontracting Agreements » and the « Contract » as the « Agreement ».

ARTICLE 44 - THE AGREEMENT

44.1 Contractual documents

« The Agreement » shall to at least be formed by the following documents that are in the Subcontractors' possession:

- The Subcontracting Agreement or, failing that, the Teaming Agreement;
- The General terms and Conditions of Purchase of NRB Group available at www.NRB.be
- The Contract-client or the RFP ;
- The NRB Group offer in response to the RFP.

44.2 Delegation of authority by NRB Group

Each Party has to appoint in writing a project manager, within his organization and will be the contact for the exchange of information, drawings and documents for the whole duration of the subcontracted mission. The latter shall be responsible for the coordination of the efforts within its company.

He will keep up to date the status of the subcontracted mission, incidents report, change requests, end-of-phase reports, etc. completed, dated and signed.

The parties can replace the project manager of their company upon reasonable grounds, with notification to the other party.

44.3 Association and subcontracting

44.3.1 Once the Agreement is entered into, it is prohibited for the subcontractor to associate itself with a third party for its implementation, without the prior and written consent of NRB Group.

When the Agreement is concluded with an association, the associates are jointly and severally responsible towards NRB Group for all the contractual obligations imposed to the Subcontractor by the Agreement.

44.3.2 Without prior and written authorisation of NRB Group, it is forbidden for the Subcontractor to subcontract the Work, Goods and or Services for which it is specialised.

The Subcontractor submits to NRB Group for prior approval, before the start of the implementation of the Project or a part of it, the list of envisaged suppliers or subcontractors, referring to their registered office. During the implementation of the Project, the Subcontractor cannot appoint a supplier or subcontractor other than those mentioned in the list approved by NRB Group, without the prior and written authorisation of NRB Group. NRB Group's approval was listed cannot create a legal relationship between the

latter and the suppliers or the subcontractors and leaves the responsibility entirely with the Subcontractor.

When appropriate, NRB Group can request to be provided with competing bids of subcontractors.

In all events, the Subcontractor shall remain solely responsible towards NRB Group for all the obligations assumed under the Agreement.

The Subcontractor undertakes to enforce all the provisions of the Agreement applicable to its subcontractors and to provide at first request NRB Group with the proof thereof. Accordingly, the Subcontractor shall solicit and obtain the prior agreement of its own subcontractors with respect to the transmission of a copy of the signed contracts between them.

ARTICLE 45 - RELATIONS BETWEEN THE PARTIES

45.1 General provisions

No provision of the Agreement, can be construed as creating a relationship of agency or a joint-venture between the Parties, or allowing one Party to represent the other towards third parties.

Furthermore, it is agreed and understood that NRB Group shall act towards the Client as the main contractor or « prime contractor » and consequently, shall assume full liability for the performance of the Agreement towards the Client.

The subcontractor shall have the status of subcontractor toward NRB Group and shall assume towards NRB Group liability for the performance of its part of the Project.

As « prime contractor », NRB Group coordinates therefore all contacts with the Client, form a contractual point of view, administrative and financial; the other Party shall not contact the latter unless with prior agreement of NRB Group. If it is necessary for the assignment that the Subcontractor contacts the Client or under any other circumstances if it is an emergency, it shall inform NRB Group thereof as soon as possible.

45.2 Organisation

Each party proceeds to execute its obligations at its expenses and under its full responsibility but within the spirit of cooperation with the other Party or other participants.

Each Party shall provide, during the performance of the Agreement, the other one with all information necessary to ensure that the later fulfils its tasks and complies with its obligations, from time to time or when requested by NRB Group.

45.3 "Back-to-back" clause

The Client's specifications are fully and automatically applied to the Subcontractor, whether they are derived from the RFP or from a decision taken during the course of the Project. These specifications can be either contractually, administratively or financially. The selected Subcontractor expressly declares that it has full knowledge of and irrevocably accepts this principle.

Accordingly, the Subcontractor acknowledges and agrees that the Subcontracting Agreement shall completely be « back-to-back », according to and subject to the Client-contract. Without prejudice of what is foreseen between the parties in the Subcontracting Agreement, all clauses of the Client-contract are applicable mutatis mutandis to the Subcontractor and no provisions more favourable than those agreed in the Client-contract will be taken.

45.4 Negotiations – Commercial actions

Any advice or communication exchanged between the Parties pursuant to the Agreement shall be by writing, by registered letter, by fax, or by email, and if made by fax or e-mail, immediately confirmed in writing and the notification shall be deemed to have been properly effected when its recipient receiving it.

NRB Group undertakes to ask the Subcontractor to attend every meeting with the Client, which, may - to the knowledge of NRB Group at the moment of that meeting- have an impact on the obligations and responsibilities of the

Subcontractor according to the Offer, provided that the Project management Plan foresees it.

No party shall act in a harmful way towards the others and shall inform throughout the Agreement, the other parties of its steps.

NRB Group informs the Subcontractor of each change request made by the Client as to the content of the Project, prior to its implementation following the "change management" procedure, as described in the Project Management Plan.

Each change request made by one of the two Parties as to the content of the Project, has to be agreed upon by the other Party, prior to its implementation following the "change management" procedure, as described in the Project Management Plan.

ARTICLE 46 - CONTRACTUAL TIMEFRAME

The compliance with the contractual deadlines is of the essence for the Subcontracting Agreement. Non-compliance with it shall be deemed a breach of confidence affecting the basis for the Agreement.

At the end of the contractual deadlines, the Subcontractor is "deemed" to have been formally summoned to meet them and cannot rely on the absence of a written formal notice by NRB Group to justify its failure to meet the deadlines provided in the Subcontracting Agreement.

In addition to the application of the penalties foreseen in Article 4, NRB Group can at its discretion, apply the remedies set forth in Article 3.4.

The Subcontracting Agreement shall provide for an emergency plan, and shall set forth the requirements imposed by NRB Group and/or its Client to ensure the continuity of the services, which the Contracting party undertakes to comply with, at its own costs.

ARTICLE 47 - FIXED COMPENSATION

Pursuant to Article 4 hereof:

- The Subcontracting Agreement shall set forth the fixed compensation corresponding to the harm that NRB Group may suffer in case of the termination of the Subcontracting Agreement caused by the Subcontractor; and
- The RFP set out the penalties applicable to the Project. These are strictly applied with respect to the Subcontractor for the part subcontracted, without prejudice to the right of NRB Group to terminate the Contract and to claim compensation for the actual incurred harm as a result of the financial loss caused by any decision of the Client based on an event for which the Subcontract is responsible.
- In the absence of any other provision in the Subcontracting Agreement, the amount of the fixed compensation per breach of each contractual deadline is 10% of the global value of the Contract excluding the other penalties, costs and compensation for the actually incurred harm.

The various compensations foreseen by this article or due in case of non-compliance with certain deadlines are cumulative and have no discharging effect towards the Subcontractor.

Without prejudice to the any other rights of NRB Group, in particular those foreseen in Article 2.6, or its right to request full compensation for the damage suffered, the application of penalties shall take place without formal notice and by rights and can be effected by direct debit on the amounts due to the Subcontractor.

ARTICLE 48 - PRICE-INVOICING-PAYEMENT, SUBCONTRACTING SUPPLEMENTS

The terms and conditions foreseen in the Client-Contract are applicable between NRB Group and the Subcontractor. In any case, the terms and conditions of payment foreseen in that Subcontracting Agreement shall not be more favourable than those foreseen in the Client-Contract.

Accordingly, unless otherwise provided by the Client-contract or the Subcontracting Agreement, the outstanding sums are to be paid at thirty (30) days end of the month following the date of receipt of the invoice or of the written demand for the payment due by the Contracting party, with the amounts due and with the required documents if any.

By the documents required, reference is made particularly to the final acceptance report, unless the Subcontracting Agreement provides for a payment after the provisional acceptance.

The other provisions of Articles 5 and 38 are applicable.

ARTICLE 49 - ADDITIONAL SERVICES AFTER THE WARRANTY PERIOD

In all events, after the warranty period, the Subcontractor undertakes to, per the request of NRB Group:

- Develop new functions ;
- Carry out the corrective maintenance in respect of its supplies ;
- Make the supplies compatible with the updates of the Software and Hardware platforms.

The terms and conditions of this request will be mutually agreed upon in due course.

ARTICLE 50 - RESPONSABILITIES – INSURANCES, ADDITIONS FOR SUBCONTRACTING

In case of a dispute caused by the Subcontractor, the latter shall intervene at its own expense to hold NRB Group harmless against the claims of the Client.

In case if the Client applies fines and penalties for delays, those shall be borne by the Party responsible there for. In the event that the responsible Party cannot be identified, the fines and penalties applied by the Client will be borne by each Party which cannot be exonerated from liability, pro rata the amounts billable in consideration of the deliveries involved in the delay. (The billable amounts of NRB Group shall mean the billable amounts of NRB Group to the Client; the billable amounts of the Subcontractor mean the billable amounts of the Subcontractor to NRB Group.)

The other provisions of Articles 13 and 39 are applicable.

ARTICLE 51 - CONFIDENTIALITY AND SECURITY OF DATA

The provisions of Article 16 are hereunder applicable regarding the information disclosed by the Client of NRB Group.

Nevertheless, each Party may inform the public of its participation to the Contract whether by press release, public announcement, publicity or any other therefore relevant form of communication, subject to its compliance with the conditions that may be imposed by the Client.

In that event, each Party shall give the other parties appropriate credit and recognition for their involvement in the Contract, within a form acceptable for the other parties.

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

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