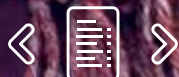


General Purchasing Terms and Conditions

January 2018

CCV Belgium NV/SA

www.ccvonline.be



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General Purchasing Terms and Conditions

These General Purchasing Terms and Conditions consist of two parts, i.e. (A) general terms and conditions that apply to all purchases by CCV and (B) specific supplementary conditions that apply to purchases of specific categories of products/services.

A. GENERAL PROVISIONS

1. Definitions

- 1.1. **Acceptance:** the approval by CCV of (parts of) the Products or Services to be supplied by the Vendor.
- 1.2. **Handover:** delivery by the Vendor of Products in the way specified in the Contract, including proof of delivery.
- 1.3. **General Purchasing Terms and Conditions:** these General Purchasing Terms and Conditions, consisting of parts A and B and the sections thereof.
- 1.4. **CCV:** CCV Belgium NV/SA and CCV Lab BV/BA.
- 1.5. **Services:** the services specified in the Contract, (including, but not limited to, Cloud and hosting services) which are supplied by the Vendor to CCV.
- 1.6. **Documentation:** the (user) manuals and instructions provided to CCV in relation to the Products and/or Services, as well as other information about the Products and/or Services.
- 1.7. **Defect:** a fault in a Product or Service, or a Product or Service that does not, or does not completely meet the Specifications, or which is otherwise unfit for normal use by CCV.
- 1.8. **Installation:** making the relevant Products and/or Services ready for use for CCV, whether at a CCV location or not.
- 1.9. **Open Source Software:** either (1) software that, as a condition for use, modification and/or distribution requires that the software concerned (a) is supplied or distributed in the form of source code, (b) is allowed to be modified and (c) may be re-distributed without (enforceable) rights; and/or (2) contains software that is derived from the software referred to under (1) or is linked statically or dynamically to it.
- 1.10. **Delivery:** the supply by the Vendor to CCV of (parts of) Products and/or Services.
- 1.11. **Contract:** agreement relating to the supply of Products and/or Services to CCV by the Vendor, including documents that may form part of the Contract such as, but not limited to the data processing contract, the purchase order and the price quote.
- 1.12. **Party:** the Vendor or CCV.
- 1.13. **Products:** items and/or software specified in the Contract, which are sold, hired out or loaned or provided for use by the Vendor to CCV, or for which a licence is granted to CCV.
- 1.14. **In Writing or Written:** by letter, by e-mail or by fax.
- 1.15. **Specifications:** the specifications that Product(s) and/or Service(s) must meet, as laid down in the Contract, these General Purchasing Terms and Conditions, a price quote by the Vendor and/or a quotation request from CCV.

- 1.16. **Vendor:** the legal or natural person with which CCV enters into a contract, or the person who carries out the assignment for CCV.

2. Scope

- 2.1. The Contract, including the appendices which form part of the Contract, takes precedence over the provisions of the General Purchasing Terms and Conditions.
- 2.2. Section A. ('General') of the General Purchasing Terms and Conditions applies to all Contracts regarding Products and/or Services purchased by CCV from the Vendor. In addition, the provisions of other, more specific sections from these General Purchasing Terms and Conditions apply whenever CCV buys the relevant Products and/or Services described in those sections from the Vendor.
- 2.3. In the event of any conflict between Section A. ('General') and the more specific sections, the more specific sections take precedence.
- 2.4. Derogations and additions to these General Purchasing Terms and Conditions or Contracts – including oral agreements – are only valid if they are confirmed in writing by CCV.
- 2.5. The applicability of the Vendor's or a Third Party's Terms and Conditions of Sale or Other Conditions is expressly excluded.
- 2.6. If any provision of these General Purchasing Terms and Conditions or the Contract should be or become null, or is invalid or inapplicable in some other way, the remaining provisions of these General Purchasing Terms and Conditions and/or the Contract shall remain in full force and effect. In that case, the Parties shall consult in order to agree on new provisions to replace the invalid provisions, whereby the intention and purpose of the invalid provisions shall be taken into account to the maximum extent possible.

3. Formation of the agreement

- 3.1. Offers by the Vendor must be made quoting at least deadlines, prices, target quantities, delivery time and place of delivery. The Vendor is responsible for the accuracy and completeness of the offer issued by it or in its name. CCV may tie a deadline to the issue of an offer, within which time it is to be received by CCV, and/or prescribe a particular form for it.
- 3.2. The Vendor warrants that it has informed itself sufficiently about the objectives for which CCV is entering into the Contract, and about the organisation(al structure) of CCV, in order to submit an offer. The Vendor shall inform CCV if, in its opinion, there is a risk concerning the feasibility of the

Products and/or Services within the framework that CCV has established.

- 3.3. The Contract shall be established once CCV confirms the offer to the Vendor. The offer is binding until acceptance or rejection by CCV. CCV shall have the right at any time to reject an offer without stating reasons. If CCV places an order, the Contract shall be formed if, within five working days of CCV sending an order, the Vendor sends CCV an order confirmation that is identical to the order placed by CCV.
- 3.4. Unless agreed otherwise, Contracts that are entered into by electronic means are only formed once an offer is confirmed in writing by CCV.
- 3.5. The Vendor can never derive rights from the Contract to obtain one or more subsequent contracts or other orders.

4. Delivery and inspection of Products

- 4.1. The transport and Handover of the Products to/at CV occurs at the Vendor's expense and risk. Shipment by the Vendor is on a DDP basis. The risk of damage, theft, destruction, etc. with regard to the Products lies with the Vendor. Before shipping, the Vendor shall carefully inspect and establish that the goods are in conformity with the Specifications and warranties. If CCV so requires, the Vendor shall inform CCV in good time about the time and place of such an inspection in order to enable CCV to be present. On request by CCV, the Vendor shall provide, as soon as possible, a copy of the results of such inspections.
- 4.2. The Vendor shall pack and secure the Products properly, so that during normal transport, they reach their destination in good condition. The Vendor shall take out adequate insurance and remain insured against risks during transport.
- 4.3. The Vendor shall supply Products to, or arrange shipment to, the agreed location(s).
- 4.4. If necessary for normal use of the Product, the Vendor shall provide the Installation of the Product at or for CCV. The connection of the Product occurs at the Vendor's expense and risk.
- 4.5. All dates or periods agreed between the Parties are, unless agreed otherwise in writing, strict deadlines.
- 4.6. As soon as the Vendor nevertheless becomes aware or expects that the Products or Services cannot be delivered on time, the Vendor shall notify CCV in writing as soon as possible, citing the cause of the delay and the actions it proposes to prevent or counteract the (impending) delay. That is without prejudice to CCV's right to demand timely delivery. The Vendor is (undiminishedly) liable for any damages sustained by CCV due to the delay, and for damages sustained by a(n excessively) late notification of (probable) delay.
- 4.7. If the term Vendor designates several (legal) persons or companies, or the Contract has been entered into jointly by multiple Vendors, they are severally liable and required to comply with all obligations on the part of the Vendor arising out of the Contract and the General Purchasing Terms and Conditions.
- 4.8. If, for whatever reason, CCV is unable to accept the delivery of the Products at the agreed time, the Vendor shall, on request by CCV, keep, secure and take all reasonable measures to prevent deterioration in quality of the Products, until they are delivered to CCV.
- 4.9. The ownership and risks for the Products shall be transferred

to CCV after Handover and Acceptance of the Products, even if no acceptance procedure was agreed on Handover.

- 4.10. If, during any inspection, CCV establishes that the Products and/or Services do not meet the Specifications and/or warranties, or that it is probable that this will not be the case, CCV shall inform the Vendor about it. The Vendor is then bound, without prejudice to the provisions of Articles 9 and 11, to take all necessary measures to fulfil all the obligations arising out of the Contract.

5. Handover and Installation

- 5.1. The Vendor declares, if applicable, that it has visited the place(s) of Handover within the buildings of CCV and inspected all the relevant premises in which it must deliver and/or install Products under a Contract, with the purpose of:
 - a. ensuring proper coordination of the Installation;
 - b. establishing which of the facilities requested by the Vendor need to be implemented by CCV before the Installation can take place;
 - c. establishing all other matters that both parties deem necessary to enable Handover and Installation to occur properly.
- 5.2. If according to the Contract, the Installation of the Products by the Vendor must occur at a place or places designated by CCV, the Vendor shall ensure that it provides sufficient expert staff at the time of the Handover. CCV shall provide such facilities for said staff as may reasonably be required.
- 5.3. Immediately after Handover of the Products (or parts thereof), the Parties shall sign proof of handover. This proof is without prejudice to Acceptance and warranty.
- 5.4. After the Installation, the Vendor shall provide training personnel to instruct CCV staff in the use, maintenance and repair of the Products delivered. Where a project plan has been agreed between the parties, the above shall occur in accordance with the arrangements made in that plan.
- 5.5. The provisions of the previous paragraph shall also apply to other Products, which do not require to be installed, but concerning which training is required nevertheless.
- 5.6. The provisions of the two previous paragraphs do not apply to Products concerning which CCV confirms to the Vendor in writing that the use, maintenance and repair are known to CCV.

6. Delivery and Acceptance of Products and/or Services

- 6.1. CCV is not bound to make any payment to the Vendor before Acceptance in accordance with the agreed acceptance procedure has occurred. Payments made before the Acceptance always occur subject to the condition precedent of Acceptance and may be reclaimed at any time by CCV as not being due.
- 6.2. Within 30 days after Delivery or Handover to CCV, or in accordance with the project plan agreed between the parties, CCV shall notify the Vendor via a message intended for this purpose whether it accepts the Products and/or Services.
- 6.3. If CCV is unable to notify the Vendor within the period stipulated in paragraph 2 whether the Products and/or Services have been accepted, CCV shall inform the Vendor of that before the expiry of said period. CCV shall then stipulate a period within which CCV shall nevertheless notify the Vendor whether the Products and/or Services have been accepted.
- 6.4. If CCV accepts the Products and/or Services, despite the

established presence of one or more Defects, CCV shall inform the Vendor of this in the notification referred to in Article 6.2. The Vendor shall rectify the Defects, taking the provisions of Article 9 into account.

7. Documentation and information

- 7.1. The Vendor shall provide CCV with adequate and comprehensible Documentation about the characteristics of and possibilities for using the Products and/or Services. Unless agreed otherwise, the Documentation is to be written in Dutch and French. The Documentation shall be and remain such that it gives an accurate, complete and detailed description of the Products and/or Services to be provided by the Vendor, and their functions; as well as enabling users to make use of all the possibilities of the Products and/or Services and understand properly how they work.
- 7.2. Furthermore, the Vendor shall also provide all relevant Documentation that is required by CCV in order to comply with the legislation and regulations.
- 7.3. The Vendor shall ensure that the Documentation supplied and maintained by it can be replaced, amended or edited as soon as possible at the Vendor's expense if at any time during the term of this Contract, it appears that the documentation contains incorrect information or is otherwise incomplete, inadequate or out of date.
- 7.4. If the Vendor stops selling Products and Services that CCV has previously bought from the Vendor, it shall notify CCV about this at least 12 months in advance, mentioning any alternative Products and Services.

8. Property of CCV

- 8.1. All resources such as image, sound and information media, made available by CCV to the Vendor, or produced or acquired by the Vendor on the instruction of CCV, shall respectively remain or become the property of CCV.
- 8.2. The Vendor shall keep such resources in good condition, and insure them against fire, theft and water damage, and keep them insured for as long as they are under its supervision against other types of damage for which it is customary for an expert Vendor to take out insurance. .
- 8.3. The Vendor shall make these resources available in good condition to CCV at the first time of asking. If the Vendor does not return the resources to CCV, or does not return them completely or returns them damaged, either at the agreed delivery time, or at the time stipulated in this paragraph, the Vendor is liable to pay compensation to CCV. CCV is entitled to offset this compensation against the purchase price due to be paid by it.
- 8.4. The Vendor is not allowed to use the resources for any purpose other than preparing the goods intended for CCV for handover; neither is it allowed to make these resources available to third parties.
- 8.5. The Vendor is bound to take measures to ensure the confidentiality of all data, information and all other resources referred to in paragraph 1 made available by CCV.

9. Warranties

- 9.1. Taking account of all other provisions in the General Purchasing Terms and Conditions and the Contract, the Products and Services to be supplied shall in any case:
 - a. comply, with regard to quantity, description and quality, with what is stated in the quotation/offer request, the offer

- and the confirmation thereof;
- b. be made of sound materials and using good workmanship;
- c. be identical in every respect to samples or models that were supplied to CCV;
- d. not contain any Open Source Software, unless expressly agreed otherwise;
- e. comply with the specifications;
- f. meet all relevant legal provisions relating to matters including quality, the environment, health, safety and export regulations;
- g. entirely fit the purpose intended by CCV.

- 9.2. Any Defects and faults that occur during a period of 12 months after initial handover of a Product will be respectively repaired or resolved by the Vendor to the best of its ability and free of charge. If a Defect or fault was repaired and the same Defect or fault occurs again during a period of 12 months after that repair, then the Vendor shall repair or resolve that Defect or fault free of charge again.

10. Remuneration and payment

- 10.1. The remuneration payable by CCV to the Vendor for the Products and/or Services to be supplied is stated in the Contract or order and order confirmation, and is deemed to be presented excluding VAT and including any other levies or expenses (imposed by the authorities).
- 10.2. The Vendor shall not do any additional work without a prior Written order to do so from CCV. Additional work that is carried out without a prior Written order is not eligible for payment. The Vendor shall report any additional work anticipated as soon as possible to CCV, stating the forecast additional cost. Any agreed additional work shall be invoiced separately by the Vendor. The nature and scale of the additional work or activities shall be expressly mentioned on the invoices and be specified.
- 10.3. The Vendor shall issue an invoice after CCV has received the Products and/or Services to be supplied by the Vendor. Invoices are to be paid within thirty (30) days after receipt of the relevant invoice by CCV.
- 10.4. Payments by CCV to the Vendor shall always be deemed to relate to settlement of the invoice payable quoted by CCV on payment.
- 10.5. CCV is entitled to have payments made by another group company or another third party.
- 10.6. CCV is authorized to deduct the amount it owes from, or offset it against any counterclaim that it may have or believes that it has against the Vendor.
- 10.7. The Vendor is not entitled to suspend its obligations under any circumstances, for example if it believes that CCV is not fulfilling its payment obligations.

11. Term, cancellation and consequences of cancellation

- 11.1. The (initial) term of the Contract is laid down in the Contract. If no term is stipulated in the Contract, the Contract term shall be one year.
- 11.2. CCV is entitled to terminate the Contract in writing at any time by giving a period of notice of one (1) month.
- 11.3. CCV is entitled, without being bound to pay compensation, to terminate the Contract (which by its nature has not already ended) in full or in part and with immediate effect without notice in Writing if:
 - the Vendor has filed for or been granted any provisional or



definitive suspension of payments or an arrangement with creditors, or the Vendor has serious liquidity or solvency problems;

- the Vendor risks filing for bankruptcy or being wound up or the Vendor is declared bankrupt;
- part or all of the Vendor's assets have been seized or are subject to garnishment;
- the Vendor's company or a significant part of it is liquidated or terminated for reasons other than for the purposes of restructuring or merger of companies;
- the Vendor's company or legal person is or becomes dissolved, merged or split;
- a Contract with a term exceeding one year is entered into between CCV and the Vendor;
- a change occurs in the ownership/control of the Vendor;
- a regulator appointed by public law issues a binding instruction or similar order to CCV which has consequences for (the performance of) the Contract, with which the Vendor cannot comply within a reasonable period;
- in connection with compelling reasons for CCV, where CCV cannot reasonably be required to continue the contract.

12. Liability

- 12.1. If the Vendor fails to fulfil its obligations, it is legally and without notice held to be in default, and liable to pay compensation to CCV for the damages sustained or to be sustained by CCV.
- 12.2. CCV's legal liability is limited to compensation of direct loss and is limited per event to an amount of € 50,000 (fifty thousand euro). Direct loss is deemed to mean:
- a. damage to Products: material damage;
 - b. damage to other property of the Vendor;
 - c. reasonable costs incurred to prevent or limit direct loss, which could be anticipated as a consequence of the event to which the liability relates;
 - d. reasonable costs incurred to establish the cause of the loss, the liability, the direct loss and the means of redress.
- 12.3. CCV shall not be liable under any circumstances for indirect loss of the Vendor due to third parties brought in by the Vendor and/or its personnel.

13. Force majeure

- 13.1. Insofar as this does not ensue from the law, the Vendor may not under any circumstances invoke force majeure in the event that the Vendor has taken inadequate business continuity measures against reasonably foreseeable incidents that could jeopardise the service provision and access to the Services. Neither may the Vendor invoke force majeure in the event of: strikes, shortage of personnel, illness of personnel, late delivery or unsuitability of products or services supplied by suppliers, disruption of electricity supplies, faults in the Vendor's communication networks or hardware or software or those of third parties brought in by the Vendor, computer viruses, a deficiency attributable to third parties or suppliers brought in by the Vendor or liquidity or solvency problems.
- 13.2. If a period of force majeure lasts longer than a month, or is certain to last at least that long, each of the Parties is entitled to terminate the contract by giving notice of termination, without any obligation to pay compensation for damages to

the other Party. If a situation of force majeure arises, the Party concerned shall notify the other Party immediately in Writing, and send the necessary supporting documents.

14. Intellectual property

- 14.1. Unless agreed otherwise, all intellectual property rights to the custom Products, Services and/or Documentation developed and made available under this Contract are owned exclusively by CCV. To the extent necessary, the relevant rights are transferred by the Vendor to CCV, which hereby accepts said transfer. The Vendor hereby irrevocably waives – provided that this is allowed by law – any personality rights to the Custom Software and associated Documentation. The one-off purchase price for this transfer is deemed to have been included in the expenses payable by CCV under the Contract.
- 14.2. With regard to intellectual property rights of the Vendor and/or third parties to the Products and/or Services, the Vendor grants CCV an unrestricted right of use for the term agreed in the Contract, as defined in more detail in the Contract.
- 14.3. The Vendor warrants that the Products, Services and Documentation that it has supplied to CCV do not infringe any intellectual property rights or other rights, including personality rights, of third parties, and that they will contain no Open Source Software (unless expressly agreed otherwise). The Vendor shall indemnify from and compensate CCV for any claims by third parties based on the argument that the Products, Services and/or Documentation made available by the Vendor to CCV infringe certain rights of those third parties, as well as any (other) costs arising from the fact that the Products/Services contain Open Source Software, in contravention of the agreements made. If CCV is denied the right to use the Products, Services and/or Documentation or parts thereof by a third party, the Vendor shall, without delay, at its expense and at its choice either:
- a. ensure that CCV nevertheless acquires the right to continue its use;
 - b. replace the component that is causing the infringement by another component with identical usage possibilities, which does not infringe such rights of third parties;
 - c. change the component causing the infringement in such a way that the infringement ceases.
- In the event of replacement or modification as referred to under (b) and (c), the functionality of the replacement components shall be at least equivalent to the components replaced, and the warranties given in the Contract and these General Purchase Terms & Conditions shall remain fully intact.
- 14.4. In the event that third parties hold CCV liable for an alleged infringement of intellectual property rights, CCV is entitled – notwithstanding the above – to dissolve the Contract in Writing in its entirety or in part, without having to go through the courts. Such dissolution shall not affect CCV's other rights.
- 14.5. As an addition to the provisions of paragraph 1, the intellectual property rights to Documentation that was originally supplied by the Vendor and thereafter was amended/customized by CCV for use within the CCV organisation shall be owned by CCV. The Vendor may only use the Documentation specific to the CCV organisation after reaching an agreement with CCV.
- 14.6. In addition, the intellectual property rights to the analyses, designs, reports, specifications and other documents and know-how brought in by CCV in the context of the performance

of the Contract are owned by CCV.

14.7. Unless agreed otherwise in Writing, CCV is entitled at any time based on the intellectual property rights granted to it to have these intellectual property rights developed further in any form and with any aim whatever.

15. Confidentiality

- 15.1. The Vendor is bound to complete secrecy about all information that it knows or reasonably ought to know is of a confidential nature. Confidential information is deemed in any case to mean any data belonging to CCV or third parties brought in or designated by CCV, including financial data, which is known to the Vendor as a result of the performance of the Contract, the software and all data that CCV has provided to the Vendor in the context of the use of the Products and/or Services.
- 15.2. The Vendor shall agree with its members of staff and/or third parties working for it, who may have de facto access to the data referred to in the previous paragraph, the same duty of secrecy, and shall be liable towards CCV for compliance with said obligation by its members of staff and/or third parties.
- 15.3. The Vendor is bound to take appropriate technical and organisational security measures to safeguard (confidential) data belonging to CCV or third parties which it obtains in the context of the performance of the Contract against loss or any form of unlawful processing.

16. Privacy / processing of personal data

- 16.1. The Vendor processes personal data of CCV in agreed cases as part of the performance of the Contract. In the performance of the Contract, personal data of third parties (for example, CCV customers) may also be processed.
- 16.2. In that case, the Parties agree that CCV must be designated as the organisation responsible in that context, and the Vendor as the processor. In this regard, CCV instructs the Vendor to process relevant personal data on behalf of CCV in performance of the Contract. Other processing of personal data shall only be carried out by the Vendor when instructed by CCV, or if a statutory obligation to do so exists. As the processor, the Vendor shall comply with all the legal obligations incumbent on it pursuant to the Belgian Privacy Act of 8 December 1992 on the protection of the privacy with regard to the processing of personal data ("Privacy Act") and with his implementing orders, as well as the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and process the personal data in accordance with the specific instructions and recommendations of CCV.
- 16.3. The Vendor warrants CCV that the content, usage and/or processing of the data shall occur pursuant to the applicable legislation and regulations, is not unlawful and does not infringe any rights of third parties. The Vendor indemnifies CCV against any legal claim by third parties, for whatever reason, in connection with this processing of personal data.
- 16.4. The Vendor shall take appropriate organisational and security measures and take action in order to guarantee an appropriate level of reliability with regard to the personal data and to protect this adequately against destruction, loss, unlawful disclosure or other unlawful processing as referred to in this article and the Vendor shall only store or arrange storage,

processing and transport of personal data within the borders of the European Economic Area ('EEA').

- 16.5. If a breach of the security measures occurs on the Vendor's systems, including but not limited to loss, leaks, unlawful disclosure or other unlawful processing, then it shall inform CCV about this as soon as possible, but within 24 hours, without prejudice to the Vendor's own obligations to take effective measures itself in that case in order to counter the negative consequences arising from the incident as much as possible, and to limit further negative consequences as much as possible. If the case arises, the Vendor shall provide any cooperation necessary, and grant CCV access to all relevant data in order to enable CCV to comply with the legal obligations arising from such a breach.
- 16.6. Pursuant to the Privacy Act, CCV has obligations towards the persons concerned (the persons whose personal data is being processed by the Vendor on behalf of CCV). The Vendor shall provide all cooperation necessary to fulfil the obligations incumbent on CCV.
- 16.7. The Vendor may, while retaining the entire liability for compliance with the obligations under this Contract, only outsource the processing of personal data to a third party (a 'sub-processor') after obtaining the consent of CCV, and provided that the Vendor warrants, by means of a Written contract with the sub-processor, that all obligations imposed on the Vendor pursuant to this Contract shall be imposed on the sub-processor too.
- 16.8. If the Vendor processes personal data, the Vendor shall enter into a processor agreement with CCV which meets the requirements imposed or to be imposed in future by CCV. If CCV wishes, the Vendor shall immediately cooperate in drawing up, signing and allowing to enter into force a new/ amended processor agreement.

17. Evidence

- 17.1. Unless there is evidence to the contrary, the administrative data of CCV is decisive and binding for Contracts, and this data shall serve as evidence of the existence, the content and the performance of the obligations under those Contracts.

18. Miscellaneous general provisions

- 18.1. All Contracts and the ensuing or associated obligations are governed exclusively by Belgian law. The applicability of the Vienna Sales Convention (CISG) 1980 is explicitly excluded.
- 18.2. In its statements and/or publications (including advertising and press releases), the Vendor shall make no mention of its supplies to CCV, nor use the name of CCV in any other way as a reference, unless it has obtained prior Written permission from CCV. CCV may tie conditions to that permission.
- 18.3. The Vendor shall take appropriate organisational and security measures and take action in order to guarantee an appropriate level of reliability with regard to the Products and/or Services supplied by the Vendor.
- 18.4. If a breach of the security measures occurs on the Vendor's systems, the Vendor shall inform CCV about this as soon as possible, but within 24 hours, without prejudice to the Vendor's own obligations to take effective measures itself in that case in order to counter the negative consequences arising from the incident as much as possible, and to limit further negative consequences as much as possible. If the case arises, the

- Vendor shall provide any cooperation necessary to enable CCV to comply with the legal obligations arising from such a breach.
- 18.5. If CCV deems that it is necessary, the Vendor shall enter into an SLA with CCV which meets the requirements imposed or to be imposed in future by CCV. If CCV wishes, the Vendor shall immediately cooperate in drawing up, signing and allowing to enter into force a new or amended SLA.
 - 18.6. If CCV deems it necessary, the Vendor shall provide an annual ISO 27000 declaration and/or an ISAE 3402 declaration, which must not be more than fourteen months old. Each year, the Vendor shall provide a list of all valid certifications that are applicable to the Products and/or Services supplied by the Vendor to CCV.
 - 18.7. The Vendor is bound to take out adequate insurance and remain insured. CCV is entitled to request a copy of the current insurance certificate. The Vendor is also bound, on receipt of the first written request from CCV, to take out supplementary insurance and maintain said insurance throughout the term of the Contract.
 - 18.8. CCV is entitled to receive all information requested by CCV or supervisory authorities in the exercise of their statutory duties.
 - 18.9. Vendor shall enable CCV to make changes in the way that the Vendor carries out its activities.
 - 18.10. The Vendor shall enable CCV to fulfil the requirements by or pursuant to the law at all times.
 - 18.11. CCV is entitled to audit or arrange verification of compliance by the Vendor with the Contract and all the ensuing or associated obligations, which may or may not be done through the intervention of a third party with expertise in the matter. The Vendor shall give its full cooperation with such an audit free of charge, and in that context, allow CCV access to relevant premises of the Vendor and provide CCV with all relevant information. The Vendor's obligations referred to in the preceding paragraph shall apply likewise to an audit of CCV by a supervisory authority appointed by public law.
 - 18.12. The Vendor consents to the way in which the Contract comes to an end, and warrants that CCV may carry out the activities itself or have them carried out by a third party after the Contract ends.
 - 18.13. The Vendor shall take business continuity measures against reasonably foreseeable incidents that could jeopardise the service provision and access to the Services. The Vendor shall document these business continuity measures. Any incident for which the Vendor has committed itself to take business continuity measures is entirely attributable to the Vendor.
 - 18.14. Any disputes arising from or associated with the Contract and/or these General Purchasing Terms and Conditions shall be submitted to the jurisdiction of the court of Leper, or, at CCV's discretion, to the competent court of the place of residence of the Vendor.
 - 18.15. The rights and obligations under the Contract cannot be assigned by the Vendor to a third party, except with prior Written consent of CCV. CCV may tie conditions to this consent.
 - 18.16. After the Contract comes to an end, there are obligations which remain in force by their very nature. This applies in any case to obligations relating to infringement of intellectual property rights, warranties, liabilities, confidentiality and applicable law.

B. SPECIFIC TERMS FOR PRODUCTS AND/OR SERVICES

B.1. SUPPORT

19. Scope

- 19.1. The terms of this section are (also) applicable if and to the extent that the Vendor provides Support for the Products and/or Services to CCV.

20. User questions and faults

- 20.1. The Vendor shall make available in order to support CCV in using its Products and/or Services a telephone and an e-mail service to answer questions from users and to receive and resolve any fault reports. The support must be reachable 24 hours per day and 7 days per week unless agreed otherwise. The costs for using this support are – unless agreed otherwise – included in the costs set out in the Contract.
- 20.2. The Vendor shall answer questions about the use of the Products and/or Services properly and within the period laid down in the Contract, unless agreed otherwise. The Vendor shall remedy Defects and faults within the period laid down in the Contract, unless agreed otherwise. The stated or agreed resolution and response times are strict deadlines.

21. Maintenance

- 21.1. The Vendor shall supply new versions of the software necessary for its Products and/or Services. The Vendor shall do this free of charge, unless explicitly stated otherwise in the Contract.
- 21.2. CCV is entitled to refuse the relevant updated software. The Vendor undertakes to grant support with regard to an old version of the software up to a minimum of 3 (three) older versions.

22. Replacement of personnel

- 22.1. The Vendor shall only temporarily or definitively replace its personnel assigned to provide support occasionally and after prior notification to CCV. The hourly rates applicable to the Vendor's original personnel cannot be increased in the event of any replacement. To maintain continuity, the same persons are to be deployed by both Parties to the extent possible.
- 22.2. In the event of any essential replacement of members of personnel that occurs nevertheless, without this entailing increased costs for CCV, replacement personnel must be made available by the Vendor which are at least of the same level of expertise and professional competence as the personnel originally deployed. Replacement by personnel with lower qualifications may only be requested by way of an exception, stating reasons in Writing. Induction costs (and associated costs such as travel and subsistence expenses) for replacement personnel are not to be charged to CCV.
- 22.3. If members of the Vendor's personnel are unable to carry out the work for which they are deployed for longer than fourteen (14) days, the Vendor undertakes to replace these members of personnel immediately.
- 22.4. If CCV is of the opinion that a member of the Vendor's personnel no longer meets or does not meet the level of professional competence expected of him/her, or is not prepared or capable of carrying out the work properly, CCV

is entitled to require that the Vendor replace this member of personnel. There are grounds for this if the member of the Vendor's personnel has contravened the usual CCV internal rules, or has breached the trust of CCV in any other way.

B.II. REMOTE SERVICE PROVISION

23. Scope

23.1. The provisions of this section are (also) applicable if and to the extent that it is agreed between the Vendor and CCV that the Vendor (and/or a third party acting on its behalf) shall provide a service whereby software and/or data is made available remotely via the Vendor's systems to CCV, and/or whereby data is processed for CCV by the Vendor on its systems.

24. Service provision

- 24.1. More concrete arrangements are laid down in the Contract about the services to be provided by the Vendor.
- 24.2. The Vendor realises that CCV is heavily dependent on (the availability of) the Service and its availability for its organisation. It also realises that data made available remotely is only accessible to CCV through the cooperation of the Vendor.
- 24.3. The Vendor is not entitled to disable the remote service provision in its entirety or in part, except for maintenance agreed in advance or other forms of service at (specific) time periods outside office hours agreed in advance.

25. Back-up and data

- 25.1. Unless agreed otherwise, the Vendor is bound to make regular back-ups of the data stored in the Service in a form legible and usable for CCV, and keep this for as long as the Contract lasts, and for as long as archiving obligations require that data should remain available after the end of the Contract.
- 25.2. CCV is entitled to delete data from its system if (there is a suspicion that) this data contravenes the law and/or rights of third parties.

26. Maintenance and service

- 26.1. The provisions of Section B.I. also apply to the remote service.

B.III. CONTRACT WITH THIRD PARTIES

27. Scope

27.1. The provisions of this section are (also) applicable if and to the extent that it is agreed between the Vendor and CCV that the Vendor shall carry out work autonomously for CCV.

28. Performance of services contract

- 28.1. The services contract with the Vendor shall, in the absence of any clause in that regard in the Contract, be entered into for the duration of the assignment.
- 28.2. The assignment to be carried out is to be described specifically in the Contract.
- 28.3. The Vendor shall allocate its work relating to an individual assignment autonomously. However, if it is necessary for the performance of the assignment, when collaborating with others, coordination with CCV shall take place, so that this occurs optimally. The Vendor autonomously carries out the agreed assignment. CCV may give directions or instructions about the result of the assignment.
- 28.4. When carrying out the activities, the Vendor may only make

use of the services of third parties with the prior written consent of CCV.

- 28.5. If CCV grants consent for use of the services of third parties, this shall have no effect on the Vendor's responsibility and liability towards CCV for providing the Services.
- 28.6. If the Vendor offers Services whereby work is performed for CCV at the places of work regularly provided by CCV, then the Vendor shall conform to the usually working days and hours of CCV.
- 28.7. The use of the Vendor's Services by CCV should be regarded as a services contract within the meaning of articles 1787 – 1799 Belgian Civil Code. The Parties had no intention whatever that this contract should be an employment contract within the meaning of Article 3 of the Employment Contract Act of 3 July 1987.
- 28.8. Everything developed by the Vendor or made available to CCV in the context of the services contract is regarded as custom work within the meaning of Article 14.1. The copyright and database rights which can be exercised – wherever and whenever that may be – with regard to the results of the Services provided shall reside with CCV. Under the contract, these intellectual property rights are transferred by the Vendor to CCV at the moment of their creation, and said transfer is hereby already accepted by CCV.
- 28.9. CCV declares that it expressly agrees that the Vendor may also carry out work for other clients.
- 28.10. For the performance of the Contract, the Vendor is allowed to be substituted by another person, or to arrange such substitution. In the event of substitution, the Vendor's rights and obligations under the General Purchasing Terms and Conditions and the Contract apply in full to the substitute; the substitute must agree to this in Writing.
- 28.11. During the substitution, the Vendor remains responsible for the quality of the work and compliance with the agreed arrangements.
- 28.12. If CCV is of the opinion that personnel do not meet the level of qualifications imposed, have acted in conflict with the Code of Conduct applicable at CCV and/or there has been a breach of trust in some other way, the Vendor shall replace that personnel at the first request by CCV.
- 28.13. The Vendor shall ensure that:
- a. all suspect transactions by seconded staff involved in the performance of a service or other contract are reported to the compliance officer of CCV (responsible for combating money laundering), CCV shall have access to all relevant information and the Vendor shall provide cooperation to the CCV investigation of such reports.
 - b. the Vendor informs CCV immediately about incidents of a criminal nature, money laundering, conflicts of interest or corruption, incidents that could form a serious threat to the integrity of the business activities and any other incidents with potentially serious consequences for CCV.
- 28.14. CCV is allowed to investigate the incidents reported and the Vendor must cooperate fully with said investigation. CCV is allowed to oblige the Vendor in the light of the investigation to take measures to limit the consequences of the incident and prevent future incidents.
- 28.15. In the event of illness of the staff supplied, CCV is to be informed about this before 9 a.m.
- 28.16. CCV shall not owe any remuneration for the hours that the seconded staff are unable to perform their agreed tasks due to illness.



29. Screening, Code of Conduct and permits

- 29.1. The Vendor is responsible for obtaining all legally required permits, registrations and approvals necessary for the Vendor to comply properly with its obligations under the services contract.
- 29.2. The Vendor shall screen at its own expense the previous employment record and references of the persons who carry out the assignment, before it deploys these persons to provide services at a CCV location, and before these persons gain access to CCV systems or networks. Such screening must meet at least the requirements imposed by CCV. The Vendor shall inform these persons fully about this screening and ensure that these persons acknowledge the legitimate importance of the screening, and cooperate fully in this process and in providing the relevant data to CCV.
- 29.3. The Vendor shall ensure that the person who performs the assignment has submitted a recent certificate of good conduct before starting the activities.
- 29.4. At the same time, the Vendor shall ensure that the documents required by CCV are signed to indicate agreement by the persons carrying out the assignment before they start work. This concerns, inter alia: the CCV confidentiality agreement, CCV internal rules, the monitoring of communications regulation and the code of conduct. The Vendor shall ensure that the persons carrying out the assignment can prove their identity while working at a CCV location; that they comply with all the prevailing rules and requirements and act on reasonable instructions from CCV employees.

30. Identity, work permit and obligation to register under the Placement of Personnel by Intermediaries Act

- 30.1. The Vendor shall produce proof of identity of personnel made available with Belgian nationality or the nationality of a Member State of the European Union, the European Economic Area or Switzerland. For personnel made available with a nationality other than those referred to above, pursuant to the Foreign Nationals Employment Act, the Vendor shall provide CCV with a copy of a valid identity document before the start of the activities. Pursuant to the Foreign Nationals Employment Act or other applicable legislation, before the start of the activities, the Vendor shall comply with the obligation to provide a copy of the work permit and, where appropriate, residence permit of personnel made available who do not have any right to free movement of persons. The Vendor shall notify CCV immediately of any change in connection with this permit or permits, in accordance with the Compulsory Identification Act or other applicable legislation.
- 30.2. If the Vendor fails to fulfil the obligations set out in article 30.1 in timely fashion, CCV reserves the right to deny the relevant members of staff made available access to the workplace. The Vendor shall indemnify CCV against any claim or fines and/or other detrimental consequences of illegal work and/or the Vendor's failure to fulfil its obligations under the Foreign Nationals Employment Act or other applicable legislation.
- 30.3. If the Vendor makes personnel available to CCV, whether on a commercial basis or not, the Vendor shall comply with the obligations to register in the Commercial Register of the Chamber of Commerce, as required by the Placement of Personnel by Intermediaries Act or all due formalities and

obligations as required by other applicable legislation. The Vendor shall indemnify CCV for any fines or other measures imposed on CCV as a consequence of the Vendor's failure to comply with its obligations under the Placement of Personnel by Intermediaries Act or other applicable legislation.

31. Working conditions, tax and social security contributions

- 31.1. In providing the services, the Vendor shall abide by the prevailing legislation and regulation on working conditions, including the Artificial Constructions Act or any other applicable legislation.
- 31.2. The Vendor is responsible at all times for meeting its obligations pursuant to the tax and social security legislation.
- 31.3. As soon as asked to do so by CCV, the Vendor is bound to show satisfactorily that it has taken care of the payment of the applicable minimum salary and deduction of the sales tax, income tax, national insurance contributions and employee insurance premiums. At the first request by CCV, the Vendor shall provide cooperation with an inspection, spot check and/or audit, so that CCV may verify whether the Vendor is complying with the applicable legislation and regulation, including the Foreign Nationals Employment Act, the Artificial Constructions Act and the Privacy Act or any other applicable legislation. In this regard, the Vendor shall grant CCV access to the necessary systems and underlying data to enable CCV to carry out the above-mentioned checks or arrange for them to be carried out.
- 31.4. If the Vendor is a temporary employment agency, it should fulfil obligations and formalities as per applicable legislation. At the first request by CCV, the Vendor shall produce without delay proof of compliance with any other applicable legislation.
- 31.5. The Vendor must also provide CCV with a recent and original 'Declaration of payment history regarding vicarious tax liability and recipient's liability' from the tax authorities, at its own expense and at the first request by CCV.
- 31.6. The Vendor shall indemnify CCV against any liability, any fines and/or other sanctions in relation to the Vendor's obligations arising from the tax legislation, social security legislation, and claims by employees relating to working conditions for work carried out in connection with the performance of this Contract.
- 31.7. CCV is entitled, without being bound to pay compensation to the Vendor, to terminate the Contract with immediate effect and without action through the courts, if the Vendor and/or third parties brought in by the Vendor is/are in arrears of payment of the applicable salary, income tax, sales tax, national insurance contributions and/or employee insurance premiums, without prejudice to any other rights and claims of CCV, in particular the right to compensation.
- 31.8. CCV is entitled at any time to withhold amounts of sales tax, income tax, national insurance contributions, employee insurance premiums and/or interest and fines charged thereon, from payments to the Vendor and pay them directly on behalf of the Vendor to the tax authorities and/or implementing agencies, or to deposit them on a G-account opened for the purpose of making such payments. In these cases, CCV is released from its obligation to pay the Vendor in respect of these amounts.

32. Supplementary liability

- 32.1. Unless considered to be unreasonable, CCV is not liable for damage sustained by the Vendor (or as the case may be, its substitute or contracted third party) while executing the activities at CCV.
- 32.2. The Vendor indemnifies CCV unconditionally from all claims by third parties, for direct or indirect losses however described, sustained in the performance of the assignment by the Vendor or its substitute or contracted third party.
- 32.3. The Vendor declares that it has taken out adequate professional and/or liability insurance which offers sufficient cover for the damages referred to above (including expenses, interest, etc.) that may occur when or as a result of carrying out the agreed assignment.

33. Other provisions

- 33.1. The Vendor shall ensure that the obligations arising from Section B.III. of these terms and conditions are imposed on all third parties with which it enters into contracts in the context of performance of these Services for CCV, and stipulate that these third parties in turn shall impose said obligations on their respective contract parties.