

General Terms And Conditions

Where appropriate, these general terms and conditions ('**General Terms and Conditions**'), together with the engagement letter ('**Engagement Letter**') and/or Purchase Order(s), constitute the entire contract between the Parties the ('**Contract**').

All terms used in the Engagement Letter and / or Purchase Order(s) have the same meaning as in these General Terms and Conditions and *vice versa*. In the event of differences between the Engagement Letter and / or Purchase Order(s) and on the other hand these General Terms and Conditions, the latter shall prevail, unless the changes were made in the Engagement Letter or a Purchase Order with specific reference to the relevant clause of the General Terms and Conditions.

'**Moore**', 'we' or 'us' refers to MOORE STRATEGY & OPERATIONS BV, also known under the trade name Moore Business Consulting, registered at Verenigde-Natieslaan 1, 9000 Gent (Belgium), registered in the register of legal entities of Ghent, Ghent division, VAT number BE (0)897.152.010. References in these General Terms and Conditions to the '**Client**' relate to every party to the Contract other than ourselves.

I. General

Article 1 - Scope of the General Terms and Conditions

These General Terms and Conditions apply to every offer, assignment or agreement services that we provide, as specified, where relevant, in the Engagement Letter or Purchase Order (the '**Services**'). Where applicable, the Services can also be listed, extended or nuanced by e-mail, telefax or other written medium.

Article 2 - Commencement of the Contract

Unless otherwise stated in the offer, our offer is valid for 60 days.

The Contract is concluded and commences on the Effective Date (the '**Effective Date**'), i.e.:

- a) either at the time when we take receipt of the Engagement Letter signed by the Client;
- b) or at the time when we commence the execution of the Purchase Order following the Client's request and/or instruction, although the Engagement Letter has not (yet) been signed.

From the Effective Date, all professional relationships between the Parties shall in any event be governed by these General Terms and Conditions.

Our assignment only includes the work described in the written offer/Engagement Letter, including all changes that were subsequently agreed in writing.

II. Rights and obligations of the Parties

Article 3 - Our obligations

- 3.1. We shall provide the Services with due care and in compliance with the professional rules and statutory provisions. Subject to any statutory provision or professional rules to the contrary, and unless specified otherwise in the Contract, the Services that we agree to provide are effort obligations, not result obligations. 3.2. The Services are provided on the basis of the information and explanations provided by the Client, the accuracy of which we will not verify unless this is required by the applicable professional standards or is provided for in the Engagement Letter.
- 3.3. The assignment will be carried out in consultation with the Client and within the (estimated) timing stated in the Engagement Letter and/or Purchase Order, unless this cannot reasonably be achieved.
- 3.4. In the provision of the Services, we will not be deemed to have knowledge of information from other orders, except to the extent that this is provided for in the Engagement Letter.
- 3.5. Subject to statutory provisions or professional rules to the contrary, we bear no responsibility whatsoever with regard to the impact on our Services of events occurring after the completion of our Services.

Article 4 - Binding character

- 4.1. We shall be bound solely by the final versions of our drafts, documents, advisory reports, analyses and calculations submitted to the Client in writing and signed by a person authorized for that purpose the ('**Deliverables**').
- 4.2. The draft documents, in both electronic and written form, and the oral advice, do not constitute the Deliverables. We bear no responsibility whatsoever for the content or use of such draft documents or oral advice, unless their content is confirmed thereafter as a final version, in accordance with Article 4.1.

Article 5 - Change or withdrawal of Deliverables

- 5.1. In exceptional circumstances, we may decide to change or withdraw a Deliverable if, according to our professional assessment, this appears to be required, for example if we obtain knowledge of facts or circumstances of which we were not aware at the time of the drafting of the Deliverable. This right of change or withdrawal shall also apply at any time if we later detect omissions or inaccuracies in the Deliverable which could influence its content.

- 5.2. In no case may this right of change or withdrawal be interpreted as an obligation on our part to change or withdraw a Deliverable.

Article 6 - Intellectual Property Rights

We retain copyrights and all other intellectual property rights to everything that we develop, before or during the Contract including our systems, techniques, methodologies, software and our know-how even in the event any of which are underlying to or incorporated in any of the Deliverables. We shall also retain all copyrights and other intellectual property rights relating to all our Deliverables that we provide to the Client as part of the instructions to be performed, including documents and files in electronic form. The Client shall however have a perpetual, non-exclusive license to use such techniques, methodologies, approaches, ideas, concepts, software and concepts for its business purposes to allow and ensure that the Client may benefit from the Deliverables to the fullest extent intended in the Contract.

Article 7 - Keeping record of work documents

On termination of the Services, we shall keep all the related documents and files for the statutory term applicable to the type of Services that form the subject of the Engagement Letter. On the expiration of this term, subject to any separate written agreement to the contrary, we may destroy these without being required to notify the Client of this in advance.

Article 8 - Our Employees

- 8.1. Moore undertakes to allocate competent, qualified and experienced personnel, agents and subcontractors (the '**Employees**' or individually '**Employee**') to the provision of the Services. The Employees shall, in all circumstances, remain under its hierarchic and disciplinary responsibility and only Moore is authorized to issue directives and instructions to its Employees, except if otherwise agreed in writing.
- 8.2. Moore is authorized, after consultation with the Client, to deploy another Employee for the assignment, or to change the composition of the advisory team deployed for the Contract.
- 8.3. If the Client is not satisfied with the performance of any Employee allocated by Moore to the provision of the Services, the Client will inform Moore immediately of this situation. If such a complaint is reasonably determined valid by Moore, the latter will take all reasonable measures to ensure that the quality of the Services is improved within a remedy period set by the Parties, with a minimum of 30 calendar days. If the situation is not remedied within the agreed timeframe, Moore shall, upon reception of a notice in this respect from the Client, take all reasonable measures within a period of ten (10) business days upon receipt of this notice, to replace the concerned individual(s) by appropriately competent, qualified and experienced Employees.

During the term of the Contract and for a period of 12 months following the termination of the Services, the Client may not, directly or indirectly, solicit or recruit any Employee with which the Client had contact in relation to the Contract (or support such action by another Party), nor employ such Employees or require them to provide the Client with services in any way whatsoever.

- 8.4. Every violation of this prohibition shall give rise to compensation for the amount of EUR 100.000 notwithstanding our right to claim the higher, actual proven damage caused.

Article 9 - Anti-money laundering provisions

Pursuant to the national and European anti-money laundering legislation, we are required to identify our Clients and their beneficiaries. Consequently, we shall request the Client to provide and update certain information and documents for that purpose and/or will consult appropriate databanks for that purpose. The Client undertakes to provide us with the requested information and to inform us in a timely manner of every change relating to that information and those documents. If we do not receive satisfactory information and documents in response to our request within a reasonable term, circumstances could arise in which we are not able to provide or continue our Services.

Article 10 - Anti-corruption

- 10.1. The Parties undertake to comply with all relevant laws and regulations that prohibit, prevent and criminalize acts of corruption and related criminal or punishable acts. The Parties shall comply with these laws and regulations in all their actions and relationships, regardless of whether they relate to this Contract and the Services provided in relation to this Contract or otherwise and regardless of the form in which the acts are taken and of the extent to which they take place.
- 10.2. The Parties shall transfer the obligations referred to in Article 10.1 to their employees and managers and shall guarantee that third Parties involved in the fulfilment of this Contract or the performance of a project forming part of this Contract are contractually bound by the obligations referred to in Article 10.1.

Article 11 - Client's obligations to provide information

- 11.1. Insofar as our Services are dependent on the information and explanations to be provided by the Client or at the Client's expense, the Client must ensure that this information and these explanations are provided in a timely manner in and that they are complete, accurate and are not misleading. If the information or explanations are based on hypotheses, the Client will provide us with relevant details of these. The Client is responsible for informing us without delay of every change relating to the information or explanations provided, from as soon as it is no longer possible to continue on that basis or as soon as the earlier hypotheses presented to us are no longer warranted.
- 11.2. If the Client uses or provides us with information or documents of third Parties, the Client shall ensure that it receives the necessary permission from these third Parties

to enable us to provide the Services. The Client is responsible for the relationships with such third Parties, the quality of their contributions and their work and for the payment of their fees. Subject to statutory provisions, professional rules or provisions of the Engagement Letter to the contrary, we shall not verify the accuracy of the information or documents provided to us by such third Parties.

- 11.3. If the Client fails to provide us with the relevant information and explanations necessary for proper fulfillment of our instructions, this could make it impossible to provide or finalize the Services or could lead to the formulation of a reservation in any Deliverable which we are required to prepare pursuant to the Contract. In the latter case, subject to statutory provisions or professional rules to the contrary, we have the right to discontinue provision of Services without prior notice, or to cancel or suspend the Contract with immediate effect, in compliance with Article 15 below. In that case, our rights are determined in accordance with Article 15.3.b below.
- 11.4. If Moore carries out the assignment on the basis of a result-dependent remuneration, and the Client does not provide the necessary cooperation, the Client also owes Moore a compensatory fee equal to the number of hours worked by Moore multiplied by the hourly rate of the relevant Moore employee(s).

In the following non-exhaustive cases, the Client will be deemed not to have provided the necessary cooperation: by not making the necessary cooperation, the Client also owes Moore a compensatory fee equal to the number of hours worked by Moore multiplied by the hourly rate of the relevant Moore employee(s).

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III. Our fees

Article 12 - Fees and invoicing

- 12.1. Our service offering can take place on the basis of either (a) a fixed price, (b) time & means spent, or (c) payment of a fee equal to a percentage of the subsidy amounts, credits, contributions, tax benefits or a combination of these awarded by third parties to the Client (success fee).

- 12.2. **FIXED PRICE** – If a fixed price is included in the Contract, this will be the agreed price.

TIME & MEANS SPENT - In the event that no other agreements are made about the calculation of our fees in the Contract or a Purchase order, any and all work related to active Purchase Orders will be invoiced monthly on the basis of time & means spent by our Employees. The fee is calculated on the basis of the rates agreed in the Purchase Order or the Contract. Unless agreed otherwise in writing, the rates most recently determined by Moore will always apply. If an estimated price is included in the Contract, this applies as a non-binding estimate of our fee and costs.

SUCCESS FEE - If the Purchase Order is carried out by Moore on the basis of a success fee, the Client owes the agreed amount to Moore upon receipt of the written confirmation in which the subsidy, credit, contribution or (tax) advantage is awarded.

THIRD PARTY EXPENSES - The fees do not include any costs specifically contracted directly with third Parties, which are necessary for the provision of our Services, and these will be invoiced in addition to our fees unless agreed otherwise in writing. At the Client's request, we shall submit supporting documents in evidence of the costs incurred at the Client's expense.

- 12.3. Our fees and costs will be invoiced on a regular basis, no later than on the termination of our Services. Invoices are payable by the Client within 15 days of the invoice date unless a longer payment period is granted in writing. In the event of default or if the Client requests a judicial agreement, is served with a notice of bankruptcy or requests a deferment of payments and if payment of invoices by the Client is doubtful, these very facts shall mean that the Client will no longer receive the benefit of the longer payment periods granted to him. Non-payment on the due date of a single invoice makes the outstanding balance of all the other invoices immediately due and payable by operation of law, including invoices that are not yet due.
- 12.4. Fees and costs are calculated exclusive of tax and levies and travel and lodging expenses unless stated otherwise in writing. The Client shall pay VAT and all other taxes and levies for which it is liable by law.
- 12.5. If the Client contests an invoice, partially or in full, the Client shall duly notify us of such contestation as well as the reason for such contestation in writing by registered mail addressed to the registered office within 8 calendar days of the receipt of the invoice. In no case shall the Client suspend payment of a non-contested amount of the invoice.
- 12.6. Payments must be made into our bank account as listed on the invoice, stating the structured communication.
- 12.7. In the absence of full payment within the prescribed payment period, the Client shall automatically and without prior notice being required, owe late payment interest of one percent per month, where each started calendar month will be charged for a full month, and without this interest rate being lower than the interest rate as provided for in Article 5 of the Law of 02/08/2002 which is declared to be statutorily applicable.

In the case of failure to pay within one month of the expiry of the prescribed payment period, in addition to the prescribed late payment interest, the Client shall also be charged any and all other costs incurred such as the involvement of third parties in order to obtain the amicable and/or judicial recovery of the amounts which Moore is entitled to under the Contract.

- 12.8. Payments are always first settled against the interest due in accordance with these General Terms and Conditions, then the administrative fees and the costs of recovery and only then against the outstanding (balance of the) invoice(s), where the oldest outstanding amounts are settled first, irrespective of any comment(s) or statement(s) of the Client regarding its payment(s). If the Client refuses to pay non-contested amounts, we may decide to terminate or suspend the Contract in whole or in part, in observance of the conditions laid down in Articles 15 and 16.4 below.

- 12.9. The Client is always obliged, at Moore BV's first request, to provide securities for the amounts already owed by the Client to Moore as well as for amounts which will in the future be owed to Moore by the Client.

IV. Confidentiality - Privacy

Article 13 - Confidentiality

- 13.1. Moore undertakes to keep confidential information relating to the Client secret and not to provide third parties with access to confidential data regarding the company, personnel and/or clients of the Client, reports and notes issued to the Client, unless the nature of our assignment so requires.

- 13.2. Moore will be allowed to provide and communicate this confidential information on a "need to know" basis to persons within its organization and external parties who are directly involved in the process described in this Contract and who must be informed in the context of the process, informed, or whose involvement is necessary. It is always indicated that the information is of a confidential nature. Moore remains responsible and liable towards the Client for compliance with the confidentiality undertaking by the aforementioned persons.

In all other cases, disclosure of confidential information will only be permitted with the prior written consent of the Client.

- 13.3. This confidentiality undertaking does not apply to information that is generally known or accessible, or otherwise lawfully obtained by Moore.

- 13.4. In the event of a breach of confidentiality by Moore and/or one of the persons or parties described above, we will be liable for the amount of the proven, direct damage, with a maximum of € 25,000.00.

Article 14 - Personal Data

- 14.1. The terminology related to the protection of personal data used in this article 14, will have the meaning they have been given in (i) the General Data Protection Regulation (2016/679) of 25 May 2018, (ii) the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, (iii) the national laws implementing the Privacy and Electronic Communications Directive (2002/58/EG) and (iv) all other applicable laws and regulations relating to data protection and privacy, including all regulations made under them and any amendment or re-enactment of any of them (hereinafter collectively, the "Data Protection Legislation").

- 14.2. We strive to comply with Data Protection Legislation when we process information in connection with an identified or identifiable natural person pursuant to the Agreement (referred to as "personal data" under the Data Protection Legislation). Our policy with regard to the personal data that is processed in the context of the execution of the Agreement is determined in our privacy policy, which is available at www.moore.be/en/privacy-policy.

- 14.3. The Client agrees that we may use his personal data, as well as the personal data of its representatives, shareholders, employees, independent employees and directors for the performance of the Contract, for the purposes of conformity, regulatory, risk management and quality control requirements, the provision of the Services, as well as for business and/or legal purposes (such as relationship management and client account management). The Client also agrees that we may share the aforementioned personal data, to the extent that it is required for the execution of the Contract, with other entities within Moore Belgium and any local or foreign entity within our Network, also with including any service providers and processors we rely on.

- 14.4. The Client undertakes, in turn, to comply with the Data Protection Legislation and will inform its representatives, shareholders, employees, self-employed employees and directors of the processing of their personal data for the purposes stated in our privacy policy. The client guarantees that he has obtained the permission of the persons whose personal data are processed by us.

- 14.5. The client confirms that the processing of personal data obtained in the context of the provision of Services will not give rise to an infringement on our part or by any entity within our network of the Data Protection Legislation.

V. Term of the Contract

Article 15 - Term, Termination, Suspension

- 15.1. Term:

Unless agreed otherwise in the Contract, the Engagement Letter and/or Purchase Orders are concluded for the duration of the specific assignment. They are terminated through the performance of the Services described in the Purchase Order and, if applicable in view of the nature of the Services, through the delivery of the agreed work.

15.2. Termination:

- a) **PRINCIPLE** - Both Parties may terminate the Contract in whole or in part in so far as that is allowed for by the Contract and subject to the following conditions:

- (i) the termination must be notified to the other Party by registered mail;
- (ii) a notice period of one month must be observed unless agreed otherwise in writing.

- b) During the notice period, and ultimately, until completion or cancellation of any and all outstanding Purchase Orders, the provisions of the Engagement Letter, the active Purchase Orders and these General Terms and Conditions remain in full effect.

- c) Moore will only use this authority if, as a result of facts or circumstances beyond its control, completion of the assignment cannot reasonably be expected of it and under the circumstances described under article 15.3. b), c) and d).

- d) **TERMINATION FOR CONVENIENCE** - The Client may at any time and for any reason cancel the Contract in whole or in part at Client's convenience. Upon receipt of such notice, Moore shall, unless the notice directs otherwise, immediately discontinue the Services in connection with the performance of this Contract up to the date of termination. Upon such termination for convenience, Moore shall be entitled to payment of (1) the actual cost of the Services completed in conformity with this Contract (time & means spent), calculated according to our standard hourly rates, plus, (2) such other costs actually incurred by Moore as are permitted by the Contract and approved by the Client; (3) plus a compensation in the amount of 100% of the cost of the Services completed in conformity with the Agreement or Purchase Order that is terminated. Moore shall not be entitled to any claim or claim of lien against the Client for any additional compensation or damages in the event of such termination for convenience and timely payment.

- 15.3 **TERMINATION FOR SPECIFIC REASONS:** the Parties may decide to terminate the Contract in the following circumstances, to the extent to which this is permitted by law or the professional rules:

- a) By mutual consent.
- b) Termination due to breach of contract: each Party may dissolve the Contract with immediate effect, by written notice, if another Party commits a material breach of any provision of the Contract which is irreparable or, if it cannot be corrected, is not corrected within 30 days of a written request to do so (or, if it is not feasible to correct the breach within that term, if no reasonable steps are taken to correct the breach of contract within those 30 days).

Failure on behalf of the Client to timely and accurately provide the information and/or documentation requested in writing by Moore is considered to be a breach of contract that may give rise to unilateral termination of the Contract.

- c) Termination due to insolvency: each Party may dissolve the Contract with immediate effect, by written notice, if another Party is unable to pay its debts or has been assigned a provisional or court administrator or liquidator (or in each of the aforementioned cases, the equivalent thereof if another jurisdiction) or convenes a meeting of creditors or, for any reason whatsoever, discontinues its activities or, if, according to the reasonable view of the Party wishing to dissolve the Contract, any event of that nature appears probable.

- d) Termination for regulatory reasons: we may dissolve the Contract with immediate effect, by written notice, at any time if we reasonably take the view that the fulfilment of the Contract, or any part thereof could have the consequence that we or any entity within the Moore Global network of independent firms of which we form a part the (**Network**) infringe a statutory, regulatory or ethical standard or a requirement concerning independence in any jurisdiction whatsoever.

Without prejudice to the foregoing, we may either suspend the Contract or attempt to agree a change in order to avoid such a breach of the Contract.

15.4. Suspension:

- a) The Parties may decide to suspend the Contract, to the extent to which this is permitted by law or the professional rules, provided this takes place by written notification to the other Party:

- (i) if reasons exist in relation to any other Party to the Contract which, in the reasonable view of the Party wishing to suspend the Contract, have a material adverse impact, either on the basic rules on the basis of which the Contract was concluded or on the fulfilment of the obligations of the Party wishing to suspend the Contract, or

- (ii) if the Party wishing to suspend the Contract reasonably holds the view that the fulfilment of the Contract or any part thereof results or could result in a Party or any entity affiliated to it infringing any statutory, regulatory or ethical standard, or a requirement concerning independence, in any jurisdiction whatsoever.

- b) If, following the suspension of the Contract, we agree to resume provision of the Services, the Parties shall first reach agreement on any changes to the Contract which may be necessary as a result of the suspension of the Contract, including the fees, costs and deadlines.

- c) If a suspension period lasts for more than 30 days, each Party may dissolve the Contract with immediate effect, through written notification of the other Party. Compensation will be due in accordance with Article 16 of the General Terms & Conditions.

Article 16 - Compensation in the event of termination

- 16.1. Subject to any statutory provisions or, where applicable, professional rules to the contrary, the following provisions apply if the Contract is terminated in whole or in part before we are able to complete the provision of the Services:

- 16.2. If the Client terminates the Contract in whole or in part on the basis of reasons for which we are not liable, we retain the right to the full amount of the agreed fees, without prejudice to our right to claim compensation for damages from the client for all losses suffered. Such compensation for damages may only be claimed if the dissolution took place in an untimely or unlawful manner.

- 16.3. If the Client terminates the Contract in whole or in part on the basis of reasons for which we are liable, we retain the right to payment of (1) the actual cost of the Services completed in conformity with this Contract up to the date of termination (time & means spent), calculated according to our standard hourly rates, plus, (2) such other costs actually incurred by Moore as are permitted by the Contract and approved by the Client, without prejudice to the Client's right to claim compensation for damages from us, in accordance with the provisions and within the limits laid down in Articles 17 and 18 below.

- 16.4. If Moore terminates the Contract in whole or in part, without reasons for which the Client is liable, we retain the right to payment of (1) the actual cost of the Services completed in conformity with this Contract up to the date of termination (time & means spent), calculated according to our standard hourly rates, plus, (2) such other costs actually incurred by Moore as are permitted by the Contract and approved by the Client, without prejudice to the Client's right to claim compensation for damages from us, in accordance with the provisions and within the limits laid down in Articles 17 and 18 below. Such compensation for damages may only be claimed if the termination took place in an untimely or unlawful manner.

- 16.5. If Moore terminates the Contract in whole or in part, on the basis of reasons for which the Client is liable, we retain the right to payment of (1) the actual cost of the Services completed in conformity with this Contract up to the date of termination (time & means spent), calculated according to our standard hourly rates, plus, (2) such other costs actually incurred by Moore as are permitted by the Contract and approved by the Client, without prejudice to our right to claim compensation for damages from the Client for all losses suffered.

VI. Our liability

Article 17 - Liability – Commitment

- 17.1. Except in the case of any statutory provision to the contrary, every claim against us on the basis of or relating to this Contract can be validly filed only within 12 months of the date of the action or omission invoked against us.

- 17.2. Considering the restrictions and reservations on the use of our Deliverables by third Parties in accordance with article 20 of our General Terms and Conditions, the Client undertakes to indemnify us and to hold us harmless against any legal claim on the grounds of negligence or against every court decision obtained by a third party - including shareholders, directors, supervisory directors and personnel of the Client as well as affiliated legal entities and companies and others involved in the organization of the Client - for compensation for damages in relation to the Contract (including interest and legal fees), unless the decision is the direct and immediate consequence of a deliberate fault or fraud on our part.

- 17.3. Only Moore shall be liable for the provision of the Services. Consequently, the Client accepts that it shall not make any claim arising from or relating to this Contract, on contractual, non-contractual or any other grounds, against one of our Employees, self-employed subcontractors or entities within our Network. The above exclusion does not apply to any liability which cannot be excluded according to Belgian law.

Article 18 - Limitation of liability

- 18.1. The results of application and use of the audits, studies, advice and other activities performed by Moore depend on many factors beyond its control. Although each assignment is performed to the best of its knowledge and ability and in accordance with the requirements of good workmanship, Moore can therefore not provide any guarantees with regard to the advice and services it provides. The latter also applies if certain results are included in the description of the assignment.

- 18.2. Our liability in respect of the Client for damages relating to the Contract is limited as follows, even if the Client represents more than one Party:

- a) Our full liability (contractual, non-contractual or otherwise) for all Services provided under this Contract is limited to two times the invoiced and paid fees for the Services that give rise to the liability, to a maximum of €100,000, excluding VAT.

- b) The limitations referred to in item a) above apply in all cases except when our liability is the result of a personal deliberate error or personal fraud..

- c) If two or more incidences of damage prove to be the result of the same error that we have made, they shall be deemed to constitute a single incidence of liability and our liability for this will consequently be limited to the highest liability amount applying to the orders or contracts concerned.

- d) In the absence of any mandatory legal provision to the contrary, we shall in no case be liable for the business, indirect or consequential loss incurred by the Client or third parties. Such as but not limited to damage arising from (a) loss of earnings, goodwill, trading opportunities or expected savings or benefits, (b) the loss of, or abuse of data or from (c) other indirect loss or damage such as (but not limited to)

those caused by the use by you or by us of third party platforms and/or third party software.

18.3. Furthermore, Moore is not liable for:

- a) damage incurred by the client or third parties as a result of the provision of incorrect or incomplete data or information by or on behalf of the Client to Moore;
- b) damage incurred by the Client or third parties as a result of an act or omission of auxiliary persons engaged by Moore (not including employees of Moore and self-employed subcontractors or entities within our Network as meant in article 17.3);
- c) damage to or destruction of written documents during transport or during dispatch by post, regardless of whether the transport or dispatch is carried out by or on behalf of the Client, Moore or third parties.

18.4 Natural persons associated with Moore have no liability whatsoever in connection with assignments given to Moore or the execution thereof. The Client is obliged to ensure that no claim or claim of whatever nature, related to assignments to Moore or the execution thereof, is submitted or enforced other than by the client itself against the legal person Moore. If such a claim is nevertheless submitted other than by the Client itself against the legal person Moore, the Client indemnifies both Moore and the natural persons associated with Moore against all consequences arising therefrom.

18.6. If the Client considers holding Moore liable for compensation for damage, the Client is obliged to consult Moore about this before proceeding to seek legal action against Moore. Parties will act in good faith to negotiate an appropriate remedy for the situation. However, if the situation cannot be remedied, is not remedied within 60 days of a written request from the Client to do so (or, if it is not feasible to agree on an appropriate remedy within that term, if no reasonable steps are taken to negotiate an appropriate remedy within those 60 days), the Client may seek legal action against Moore. The Client may not unreasonably deny Moore the possibility to undo the damage suffered by the Client. In any case, Parties shall each bear their own costs incurred in the framework of the remediation procedure, including legal fees.

Article 19 - Fraud detection, errors and non-compliance with laws and regulations

The Client holds sole responsibility for the protection of its assets and for prevention and detection of fraud, errors and non-compliance with laws and regulations. Consequently, we shall in no case be liable for any damage caused in any way by or in relation to fraudulent or negligent actions or omissions, false statements or non-compliance by the Client or its representatives, employees, managers, fellow contract Parties or agents, or by one of the entities affiliated to the Client and its representatives, employees, managers, fellow contract Parties or agents, or by any third Party.

Article 20 - Use of our Deliverables

20.1. The Client has full and free disposal over the results of the Contract and/or Purchase Orders, as provided by Moore to the Client, and insofar as they are used within the Client's own company. The Client is not entitled to make the results of our assignment available to third parties other than to the extent necessary for the execution of the Purchase Order and/or the Contract as a whole.

20.2. Subject to any statutory provision to the contrary:

- a) all Deliverables are intended solely for the benefit and use of the Client, and limited, if applicable, to the purpose described in the Engagement Letter and/or Purchase Order. We shall not organize or perform our work to enable a third party to base its actions on this or with a view to any specific transaction, so that we will not respond specifically to elements that may be of importance for a third party, and there may be matters that could be assessed differently by a third party, where applicable in connection with a specific transaction;
- b) the Deliverables may not be transferred to or used by any other person for any other purpose without our prior written consent, which may be granted independently of restrictions or conditions. The Client undertakes (i) to notify us if it intends to present the Deliverables to or permit their use by a third party and (ii) to request our prior written consent for this. This clause does not apply to disclosures required by law;
- c) we shall have no due care obligation or liability in respect of any third party which could come into possession of the Deliverables.

Article 21 - Electronic data exchange

21.1. During the provision of the Services, the Parties may communicate electronically. However, it is not possible to guarantee that the electronic data transfer can take place entirely securely, without viruses or errors, and consequently such data transmissions could be hacked, falsified, lost, deleted, delayed or made unusable. The Parties acknowledge that no system or procedure can completely rule out such risks.

21.2. The Parties hereby confirm that they accept these risks, permit the use of electronic communication and agree to deploy all available and appropriate measures to detect the most common viruses before sending on information electronically. Each Party shall be responsible for the protection of its own systems and interests with regard to the electronic communication and no Party can be held liable in any way or form, on contractual or criminal grounds (including on the grounds of negligence) or on any other grounds for any loss, error or omission resulting from or relating to the use of electronic communication between the Parties.

VII. Miscellaneous provisions

Article 22 - Independent service provider

In the provision of Services, we act solely as an independent service provider. Explicitly subject to provisions to the contrary in the Engagement Letter, we do not undertake to comply with any statutory or contractual obligations of the Client or to accept any responsibility concerning its activities or actions.

Article 23 - Force majeure

No Party may be held liable in respect of the other Party or Parties if its non-compliance with its obligations is the result of circumstances that can reasonably be deemed to be beyond its control, including every recommendation, warning or prohibition by any competent local, national, foreign or supra-national government agency or under any new policy of one of the Parties, for example concerning travel to certain countries or regions. Without prejudice to the provisions of Article 15 above, if circumstances persist in which a Party is unable to comply with its obligations for an uninterrupted period of 30 days, a Party shall have the right to cancel the PO and/or Contract by means of written notice and in observance of a notice period of 15 days at any time after the expiration of that period of 30 days.

Article 24 - Waiver

No waiver of any provision of the Contract shall have effect unless it is recorded in writing and signed by the Party waiving that provision.

Article 25 - Changes

Each change to the Contract shall have consequences only if it is agreed in writing and signed by each Party. Until a change is agreed in writing, each Party shall continue to comply with the provisions of the latest agreed version of the Contract.

Article 26 - Nullity

26.1. No provision of the Contract may have as its subject, objective or consequence the infringement of any binding statutory provision or any provision of public order.

26.2. If any provision of the Contract is declared to be partially or fully invalid or unenforceable, the relevant provision (or, as the case may be, the relevant part of that provision) shall not be deemed to form part of the Contract. In no case will this prejudice the validity and enforceability of the other parts of the Contract.

26.3. Furthermore, the Parties shall immediately open negotiations in good faith in order to replace the provision declared to be invalid or unenforceable, with retroactive effect to the Commencement Date where appropriate, by another valid and enforceable provision, the legal consequences of which match those of the provision declared to be invalid or unenforceable as closely as possible.

Article 27 - Transfer of rights and obligations

Without prejudice to the consequences attached by law to the transfer of business units, mergers, splits and equated actions, the Parties may not transfer, encumber or in any way trade any of their rights and obligations pursuant to this Contract without the prior written consent of the other Parties to the Contract.

Article 28 - Applicable law and competent court

28.1. This Contract is governed by and shall be interpreted solely in accordance with Belgian law, to the exclusion of every Belgian, foreign or international referral rule.

28.2. If any dispute arises relating to the Contract or the Services, this dispute will lie within the exclusive jurisdiction of the courts of the judicial district of the registered address of Moore.