



TERMS AND CONDITIONS FOR LEGAL SERVICES

1. Scope of application

Unless otherwise agreed, these Terms and Conditions shall apply to all proposals, orders and agreements with respect to *the Services*.

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, written or oral, with respect to the same subject matter still in force between the Parties.

By concluding the Agreement, the Supplier shall waive all its general or specific terms and conditions, whenever and in whatever form these are communicated, even when these state that they apply exclusively.

If and to the extent that there is any conflict between the provisions of the documents constituting the Agreement, unless otherwise stated to the contrary in this Agreement, the conflict shall be resolved in accordance with the following order of precedence: the Purchase Order, the present Terms and Conditions.

2. Definitions

In the Agreement, unless the context requires otherwise, the following expressions have the following meaning:

Acceptance Period: means, collectively, the thirty (30) Day period and fifteen (15) Day period as set forth in clause 12;

Actual Delivery Date: the date on which a Deliverable is delivered to LUMINUS;

Agreement: the entirety of contractual documents constituting the agreement between LUMINUS and Supplier, consisting of these Terms and Conditions, the Purchase Order, Specifications, and any applicable Service Level Agreements;

Business Days: every day except Saturdays, Sundays and official public holidays in Belgium;

Confidential Information: means (i) information that is designated as "confidential"; (ii) information which by its nature is to be reasonably considered as confidential; (iii) any LUMINUS Data; (iv) the Services under this Agreement and/or (v) the provisions of the Agreement;

Day: a calendar day;

Delivery Date: date, determined in the Purchase Order, on which a Deliverable is to be delivered to LUMINUS;

Fee Reduction: the amount by which the Fees payable to the Supplier on its next invoice shall be automatically reduced, pursuant to non or incomplete execution of the Agreement and/or failure to comply with the agreed Service Level Agreement;

Fees: the charges payable by LUMINUS for the Products, Deliverables and Services provided in accordance with the Agreement;

Intellectual Property Rights: all industrial and intellectual property rights, including, but not limited to copyright, software protection rights, database rights, rights in unregistered trade marks, unregistered design rights, patents, utility models, supplementary protection certificates, registered trade marks, designs, and any other similar rights in any part of the world;

Party or Parties: LUMINUS and/or the Supplier, as applicable;

Purchase Order: document sent by LUMINUS via the Luminus Supplier Portal, regardless whether it has been signed by the Supplier or not, which sets out the Deliverables and/or Services ordered under the Agreement and any additional applicable terms and conditions;

Services: all services provided by the Supplier to LUMINUS under the Agreement, as set out in the Purchase Order;

LUMINUS: LUMINUS NV/SA, a Company incorporated and existing under the law of Belgium, with its registered office at Boulevard Roi Albert II, 7, 1210 Brussels and registered with RPM Brussels under number 0471.811.661;

LUMINUS Data: any data provided by LUMINUS to the Supplier and/or data related to LUMINUS or its activities and/or any data relating to LUMINUS or LUMINUS Data generated by the Supplier in the framework of the supply of the Services, including data relating LUMINUS's customer database, procedures and knowledge, which may include personal data;

Luminus Supplier Portal or **LSP:** a cloud-based platform to which the Supplier is granted access as part of the Luminus supplier onboarding process;

Supplier: the natural or legal person or association with whom LUMINUS has concluded the Agreement, as indicated in the Purchase Order;

Supplier Material: any document, methodology or process, documentation, data, Software or other material in whatever form for which the Intellectual Property Rights are owned by or licensed to Supplier prior to the entry into force of the Agreement or otherwise outside the scope of the Agreement;

Terms and Conditions: the terms and conditions set forth in this document;

Third Party Material: any document, methodology or process, documentation, data, Software or other material in whatever form for which the Intellectual Property Rights are owned by a third party and utilised by the Supplier in the course of the performance of the Agreement.



3. Object and performance of the Agreement

The Supplier agrees to provide to LUMINUS the Services set out in the Purchase Order. The Supplier confirms, via the Luminus Supplier Portal, his acknowledgment of the Purchase Order within the time-period specified therein, or within 5 (five) Days if no such period is specified. If the Supplier's acknowledgment is not confirmed within such time-limit, the Purchase Order will be deemed unconditionally accepted by the Supplier.

The Supplier shall perform the Services (i) with the relevant expertise, diligence and professionalism; (ii) in accordance with the highest quality and industry standards; (iii) in accordance with the request, the Agreement and the applicable Service Level Agreement; and (iv) in accordance with any applicable laws and regulations.

The Services shall be deemed to include (i) any services, functions and responsibilities (including incidental services, functions or responsibilities) not expressly specified in the Purchase Order as within the scope of Supplier's responsibilities, but reasonably and necessarily required for, or inherently related to, the proper performance and provision of the Services; and (ii) any assistance LUMINUS may reasonably request in respect of the supply and/or receipt of the Services.

The Supplier shall notify LUMINUS promptly and in writing of any factor likely to impair or delay the proper performance of the Agreement.

The Supplier will provide to LUMINUS any necessary general rules and directives allowing the good performance of the Agreement.

In the Purchase Order, the Supplier and LUMINUS shall agree on a timeframe for the performance of the Services by the Supplier, if this is requested by LUMINUS.

4. Co-operation

4.1. LUMINUS co-operation – LUMINUS shall use its best endeavours to transmit or to communicate to the Supplier any information that, to LUMINUS's knowledge, may contain any specifications as to the Services' requirements, it being understood that the Company does not guarantee that such information is complete or that it covers all the aspects relating to the Services, and that consequently LUMINUS can constantly complete, modify or add such information if these operations are considered as useful, necessary or relevant by LUMINUS and/ or specifically required by the Supplier,

4.2.. Supplier co-operation - The Supplier shall be open and co-operative and shall provide reasonable assistance to any third party providing services to LUMINUS or to any third party to whom LUMINUS sub-contracts or delegates any of its rights and obligations under this Agreement, or any other activities it undertakes as part of its business from time to time.

4.3. Relief event - The Supplier shall notify LUMINUS in writing without delay (and in any case no later than within five (5) Business Days after Supplier has become aware or should reasonably have been aware of any non-compliance by LUMINUS) if LUMINUS fails to, or threatens to fail to, comply with any of its obligations under this Agreement. Unless Supplier has duly notified LUMINUS of this in the manner as stated above, and has used all reasonable efforts to perform its obligations (and/or mitigate the impact of LUMINUS's failure), Supplier cannot invoke such non-compliance by LUMINUS in order to justify non-compliance with any of its own obligations.

4.4. Quality and replacement - The Supplier undertakes that it will only use technically competent and properly trained and qualified persons in the provision and performance of the Services. In this regard, the Supplier shall provide LUMINUS with resumes of all staff to be assigned to perform Services under this Agreement.

5. Fees, invoicing and payment

Fees - In consideration for the due and proper delivery of the Deliverables and Services, LUMINUS agrees to pay the Supplier the Fees as set out on the Purchase Order. Distinction must be made between on the one hand fixed price basis and on the other hand on a time and materials basis. (see the particular contract).

The Fees (i) can only be changed upon written agreement by the Parties; (ii) include all costs and expenses incurred by the Supplier, its Staff and its subcontractors (if any) in the performance of the Agreement; and (iii) include all taxes, duties and other royalties, and are exclusive of value added tax. LUMINUS shall have the right to request the Supplier to renegotiate the fees. If Parties, in good faith, do not reach an agreement upon the new applicable fees within a period of 15 days as from such a request then LUMINUS shall have the right to terminate the agreement *ad nutum* and without a compensation of any kind being due.

5.1. Invoicing - All exchanges and communication between Luminus and the Supplier with respect to invoicing and related documentation under the Agreement shall take place via the Luminus Supplier Portal (LSP). The Supplier will submit via the LSP the Fees to be invoiced for Deliverables and Services performed, the time reports (if applicable) and a description of the performed tasks and if applicable the documentation under any Services to LUMINUS for approval prior to actual invoicing. In this regard the Supplier is only entitled to consider the hours as recorded in a detailed statement, drawn up on a daily basis in the company's dedicated time registration system, a tool designed by the company to monitor human resources. After approval by LUMINUS via the LSP, the Supplier will send the invoice to Luminus via the LSP.

The Supplier shall invoice LUMINUS in accordance with the payment schedule set out in the Purchase Order and shall mention the Purchase Order number. The invoice shall be deemed null and void in case the former does not mention the Purchase Order number.

Payment - Undisputed invoices submitted in accordance with clause are payable within thirty (30) Days as from the end of the month in which the invoice is received.

The Supplier may verify the payment status of its invoices via the LSP. If any payment to the Supplier is delayed, the Supplier shall either notify LUMINUS in registered writing thereof accompanied by a copy of the relevant invoice, or via the LSP. If LUMINUS fails to pay the undisputed invoice or part thereof within 30 days as from reception of said notification, then interests shall accrue to the Supplier at a rate equal to the interbank offered rate for one month in the eurozone (EURIBOR-one month) applied to the outstanding amount. The applicable rate shall be the rate in force on the last business day of the month preceding the month in which the respective invoice was issued.

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LUMINUS will have the right to retain any payments under this Agreement that would otherwise be due to the Supplier where it disputes, in good faith, that the Supplier has properly performed its obligations under this Agreement. Payment by LUMINUS will not affect any claims or rights which LUMINUS may have against the Supplier. Payment will not amount to any admission by LUMINUS that the Supplier has satisfactorily performed its obligations under this Agreement.

The Supplier will no longer send any invoices to LUMINUS later than 1 month after the end of the performance of the Services under this Agreement.

6. Term and termination

The Agreement shall enter into force at the moment the Purchase Order is acknowledged by the Supplier in accordance with clause 3, unless the Purchase Order sets forth a specific date upon which the Agreement enters into force. The term of the Agreement shall be as indicated in the Purchase Order.

7. Consequences of termination

Termination by LUMINUS in accordance with the terms of this Agreement shall not give rise to any obligation to compensate the Supplier or any penalty on the part of LUMINUS.

Upon termination of this Agreement, for any reason whatsoever, the Supplier shall immediately and promptly (i) vacate and restore to their original state LUMINUS's premises; and (ii) return to LUMINUS any LUMINUS Data, Deliverables in the process of producing, documents, equipments, correspondences, etc.

In case of rental and leasing the Supplier shall remove the Products at its expense within the time agreed upon between the Parties.

8. Intellectual Property Rights

8.1. LUMINUS Material - LUMINUS (and/or its third party licensors) shall retain all rights (including Intellectual Property Rights), title and interest in LUMINUS Material, including all materials, products, deliverables developed or prepared for the Company by the Supplier (whether or not such Services are completed)

The Supplier shall have no rights in LUMINUS Material, except for the non-exclusive and non-transferable right to use LUMINUS Material only as is strictly necessary for the performance of the Agreement.

8.2. Supplier Material - The Supplier (and/or its third party licensors) shall retain all rights (including Intellectual Property Rights), title and interest in the Supplier Material.

The Supplier will grant to LUMINUS a perpetual, worldwide, non-exclusive, transferable, sublicenseable and non-revocable license to use, copy, modify, adapt the Supplier Material as incorporated into the Deliverables so as to gain the full benefit of the Services and Deliverables provided by the Supplier.

8.3. Intellectual Property Rights in Deliverables - The Supplier assigns, worldwide and perpetually, as from the date of creation the ownership and Intellectual Property Rights in all Deliverables to LUMINUS, such that LUMINUS has the sole right to obtain, hold and renew, in its own name and/or for its own benefit, Intellectual Property Rights or other titles in respect of such Deliverables.

The Supplier shall not incorporate any Third Party Material in any Deliverable unless LUMINUS has expressly agreed to the same. In such event, the Supplier shall ensure that it is able to grant and does then grant to LUMINUS a license in the same terms as set out in clause 16.1, save as may expressly be agreed to the contrary by LUMINUS in writing.

8.4. Supplier warranty - The Supplier declares that it is the rightful owner of the Intellectual Property Rights to all Deliverables under this Agreement, and that it is entitled to assign or license those rights in accordance with the terms of this Agreement. If those Intellectual Property Rights are the property of third parties, the Supplier guarantees that it has requested and obtained those third parties' written authorisation to grant to LUMINUS the assignment or license of their Intellectual Property Rights to the extent as provided under this Agreement. The Supplier shall be solely responsible for taking the necessary steps, under the laws and regulations in force, to ensure the opposability to third parties of the assignments or licenses granted to LUMINUS by the Supplier or by such third parties.

The Supplier guarantees that the Services and/or Deliverables do not infringe any third party's Intellectual Property Rights.

8.5. Indemnification - The Supplier shall indemnify at its own expense LUMINUS its subsidiaries and/ or Affiliated Companies against any claim, loss, damage or cause of action based on an infringement of any third party's Intellectual Property Rights by the Services and/or the Deliverables.

The Supplier will have sole control of the defence and defend at its sole expense LUMINUS against any suits or proceeding arising out of the foregoing. The Supplier shall obtain LUMINUS's prior authorisation for any decision having an impact on LUMINUS's image or involving any consequences whatsoever for LUMINUS.

If the use of a Deliverable is subject to an action for infringement from a third party such as mentioned above, the Supplier shall, at its own expenses and within a timeframe to be agreed by LUMINUS in light of the impacts caused by such action on LUMINUS's commercial and operational use of the Deliverables and Services, either (i) procure for LUMINUS the right to continue using the Deliverable, or (ii) modify the Deliverable or replace it by a non-infringing functional equivalent. If such is not feasible within the timeframe agreed by LUMINUS, LUMINUS may immediately terminate for breach without court intervention upon written notice the corresponding Purchase Order and the Supplier shall refund to LUMINUS any amounts paid under such Purchase Order without prejudice to any damages that LUMINUS could claim.

9. LUMINUS Data

Luminus Data shall be considered private and confidential. Luminus shall retain all rights, title and interest in Luminus Data.

As part of the provision of the Professional Services and for the entire duration thereof, Supplier will be led to process (use, modify, store, ...) personal data within the meaning of applicable data protection law and the Regulation (EU) 2016/679 of the European Parliament and of the Council

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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 repealing Directive 95/46/EC.

With respect to such processing, Supplier shall:

- (a) process such personal data only for the specific fulfilment of its contractual obligations arising from the Agreement and in accordance with Luminus' documented instructions,
- (b) only process such personal data in a Member State of the European Union or European Economic Area, unless specifically authorised in writing by Luminus;
- (c) ensure that persons authorised to process such personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed, and ensure that any natural person acting under the authority of Supplier who has access to personal data does not process them except on instructions from Luminus, unless he or she is required to do so by Union or Member State law;
- (e) respect the following conditions for engaging another processor:

Supplier shall not engage another processor without prior specific or general written authorisation of Luminus. In the case of general written authorisation, Supplier shall inform Luminus of any intended changes concerning the addition or replacement of other processors, thereby giving Luminus the opportunity to object to such changes.

Where Supplier engages another processor for carrying out specific processing activities on behalf of Luminus, Supplier shall impose on that other processor the same data protection obligations as set out in this Clause 11, by way of a contract or other legal act under Union or Member State law. Where that other processor fails to fulfil its data protection obligations, Supplier shall remain fully liable to Luminus for the performance of that other processor's obligations.

(f) taking into account the nature of the processing, assist Luminus by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Luminus's obligation to respond to requests for exercising the data subject's rights under applicable data protection legislation;

(g) taking into account the nature of processing and the information available to Supplier, assist Luminus in ensuring compliance with the obligations under applicable data protection legislation in relation to security of processing, to the notification of any breach of personal data to supervisory authorities and data subjects where relevant, to the carrying out of data protection impact assessments where required and to prior consultation of the supervisory authority;

(h) at the choice of Luminus, delete or returns all such personal data to Luminus after the end of the provision of the Professional Services and delete existing copies unless European Union or Member State law requires storage of the personal data;

(i) make available to Luminus all information necessary to demonstrate compliance with these obligations and allow for and contribute to audits, including inspections, conducted by Luminus or another auditor mandated by Luminus.

The Supplier shall indemnify Luminus for claims of any third party that arise as a result of Supplier's breach of this clause 9 and the applicable European and Member State law and regulation regarding data protection and/or privacy.

10. Liability

Nothing in this agreement excludes or limits either Party's liability for fraud, wilful misconduct, gross negligence, damage to material or real property (real estate and tangible property), death and/or bodily injury.

Without prejudice to the first paragraph of this clause, the total liability of either Party to the other shall not exceed three hundred (300) % of the total Fees paid per year under the Purchase Order, per damage-generating fact, by which a series of events that result from the same fact or that are logically connected are considered to be one damage-generating fact.

The Supplier shall be responsible for the risk of, loss of, and damage to, any property, systems or materials used by it to provide the Services, except to the extent that any loss of, or damage to, any such property, systems or materials is caused by any intentional wrongful act or omission of LUMINUS or its employee.

11. Insurance

The Supplier warrants that it has taken out insurance to cover its professional liability (including without limitation public liability, contractual liability) in the context of the performance of the Agreement. The Supplier also warrants that this insurance is contracted with a respectable insurance company and for amounts normally practicable in the sector.

Upon request of LUMINUS, the Supplier shall furnish to LUMINUS a certificate of insurance evidencing such coverage.

12. Confidentiality

The Supplier undertakes to keep strictly confidential all Confidential Information. Without LUMINUS's prior written consent, the Supplier shall not use, copy, adapt, alter or disclose Confidential Information, except to the extent required to perform its obligations under this Agreement and provided that any disclosure in this regard is made to third parties that are subject to obligations of confidentiality no less onerous than those described in this clause 20.

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Save as provided for above, the Supplier shall limit access to Confidential Information to those of its Staff and authorised subcontractors for whom such access is reasonably necessary for the proper performance of this Agreement, provided that these persons have been instructed as to the confidential nature of the Confidential Information and have been informed of their obligations of confidentiality.

The Supplier shall promptly notify LUMINUS of any unauthorised possession, use or knowledge, or attempt thereof, of the Confidential Information by any third party of which the Supplier becomes aware.

The Supplier shall return or destroy all Confidential Information it received in connection with this Agreement upon request of LUMINUS within thirty (30) Days of such request and, in the case of destruction of Confidential Information, certify, on reasonable notice, that such destruction has taken place.

The obligations of the Supplier under this clause shall be valid for the duration of this Agreement and shall remain in effect five (5) years after this Agreement is terminated for whatever reason.

The Supplier will have to pay damages to the amount of 25000 EURO for any breach of one of the duties, set forth here above, notwithstanding the right of the company to claim its real damages if these would be higher than the contractual penalty.

13. Assignment and subcontracting

The Supplier cannot assign any of its rights or obligations to a third party any of its rights under the Agreement without the express prior written consent of LUMINUS. Except after prior written approval by LUMINUS, the Supplier is not allowed to hire subcontractors to carry out any of its obligations under this Agreement. The Supplier will be responsible for any acts, or failures to act, of its subcontractors as if they were the Supplier's acts or failures to act. The Supplier shall procure that any subcontractor complies with the terms of this Agreement, and for these purposes all references to the Supplier should therefore be read as if they were references to the subcontractor concerned.

14. Commitment to integrity

LUMINUS is committed to respect ethical behaviour in all its relationships with customers, suppliers and others. In return, LUMINUS expects ethical conduct of its partners. In particular, LUMINUS's personnel is not allowed to request or accept any important gratuities from commercial partners.

The confidential LUMINUS Ethical Reporting e-mail address is a method for reporting conduct that may be unethical, in violation of professional standards, relating to employment, labour, work environment, information management, environmental protection, possible conflicts of interest, unfair trade practices, thefts or for seeking guidance about possible violations of laws related to existing or expected contracts. The Supplier can contact LUMINUS by sending an e-mail to ethics@luminus.be.

Violation of this clause will provide cause for immediate termination of the Agreement by the Company, without any possible compensation for the Supplier.

15. Governing law and jurisdiction

This Agreement shall be governed by Belgian law.

All disputes or claims regarding the interpretation or execution of the Agreement not amicably settled shall be subject to the exclusive jurisdiction of the Brussels Courts.

16. Miscellaneous provisions

16.1. No exclusivity - Nothing in this Agreement shall be deemed to confer the Supplier with any kind of exclusivity in the provision of similar or identical services nor shall restrict LUMINUS from dealing with third parties other than the Supplier in respect of the services and/or products similar or identical to those described in this Agreement. During the term of this Agreement, the Supplier commits not to perform services having the same or a comparable scope as the one of this Agreement, for companies that are competitors of the Company, its subsidiary(ies) and affiliate(s). The Supplier will make sure that the same obligation is imposed on third party(ies) he calls upon for the performance of the mission.

16.2. Supplier identity - The Agreement is concluded taking in account the identity of the Supplier. In case of change of identity of the Supplier, for example by merger or change of control, LUMINUS will have the right to terminate the Agreement immediately for convenience without any compensation and without court intervention. LUMINUS has to notify this termination within thirty (30) Days of its knowledge of the change of identity of the Supplier.

16.3. Severability - If one of the Agreement's provisions shall be deemed null and void in part or in whole, or shall be cancelled, this shall in no way affect the validity of the remaining provisions. In this case each Party will endeavour to negotiate, immediately and in good faith, a valid provision to replace it.

16.4. Non solicitation - Unless otherwise mutually agreed to by the Parties in writing, the Supplier agrees not to hire or to solicit the employment of any personnel of LUMINUS directly or indirectly associated with Supplier's work effort under the Agreement for the term of the Agreement and for a period of one (1) year thereafter.

16.5. Conflict of interest - If the Supplier or his staff has a directly or indirectly, through business, investment or financial interest in any entity or individual competing with LUMINUS which could imply a possible conflict of interest within the performance of his missions under this Agreement, then the Supplier must disclose this interest to LUMINUS before exercising any Service.

16.6. Survival - Those clauses that by their nature are expressly or impliedly intended to survive the termination or expiry of the Agreement, shall so survive.