

FRAMEWORK SERVICE AGREEMENT

Reference: TA-2024/000

SYNGENIA SA

COMPANY SA / SRL-U

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FRAMEWORK SERVICE AGREEMENT

THIS CONTRACT IS MADE BETWEEN:

SYNGENIA SA,

with registered office at Boulevard Simon Bolivar 36, 1000 Brussels,

with company number 0413 790 221,

acting on its own behalf and/or on behalf of its Affiliated Entities placing an Order under this Framework Service Agreement,

and

hereinafter referred collectively or individually to as the "**CLIENT**";

AND:

OPTION 1

COMPANY SA / SRL-U (Service Provider or freelancer via his/her company),

with registered office at **address**,

with company number **number**,

hereinafter referred to as "**SUPPLIER**";

OPTION 2

NAME OF FREELANCER (physical person),

registered at **address**,

with VAT number **number**,

hereinafter referred to as "**SUPPLIER**";

Hereinafter, collectively the "**Parties**" and individually a "**Party**".

WHEREAS:

For the purpose of providing services to third parties and in particular when carrying out engineering projects that a variety of ordering parties entrust to the **CLIENT**, the latter wishes to call upon the **SUPPLIER** for assistance.

In this Framework Service Agreement, the Parties wish to agree on the general terms and conditions under which the **SUPPLIER** will provide such assistance to the **CLIENT**.

The Parties wish to cooperate on a basis of mutual independence, without creating any subordination between them or vis-à-vis the Consultants of the other Party.

IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

Unless expressly indicated otherwise, the following terms have the meanings defined below, whether used in the singular or plural forms, every time they are used in this document or in the implementation of this Framework Service Agreement:

"Assignment": means all services of the technical assistance or administrative or functional assistance or consulting to be performed by the **SUPPLIER** and described in one or more Orders and relating to a specific assignment.

"CLIENT": means SYNGENIA SA placing an Order under this Framework Service Agreement.

"CLIENT's Assignment Coordinator": means the contact person within the **CLIENT's** organisation appointed in relation to the performance of the Assignment. The **CLIENT's** Assignment Coordinator is entitled, among others and in the framework of that Assignment, to give instructions to the Consultant, in accordance with Article 8 "Instructions".

"Confidential Information": means the financial information, organisational or strategic information from either Party, the statistics, personal information and other commercial data relating to the business of either Party as well as other clearly confidential information or that is identified as exclusive or confidential by the **CLIENT** and the **SUPPLIER**, including, without limitation, all the **CLIENT's** and, respectively, the **SUPPLIER's** exclusive methodologies, models, toolboxes, training material, software and tools (the items mentioned above may be modified or improved from time to time), all their ideas and methods, concepts, know-how, structures and techniques, inventions, developments and processes, discoveries, improvements and data and all their exclusive programs.

"Consultant entrusted with the Assignment" or "Consultant": means the natural person appointed by the **SUPPLIER** to carry out the Assignment, over which the **SUPPLIER** shall continue to exclusively exercise responsibility and hierarchical authority in the execution of this Framework Service Agreement.

"Force Majeure": means an exceptional event or circumstance (a) which is beyond a Party's control, (b) which, having arisen, such Party could not reasonably have avoided or overcome, and (c) which is not substantially attributable to the other Party. Force Majeure may include but shall not be limited to exceptional events or circumstances of the kind listed below as long as the conditions (a) to (c) here above are satisfied: war, hostilities, rebellion, revolution, insurrection, riot, and/or natural catastrophes such as earthquakes, hurricanes, typhoons, or volcanic activity.

"Framework Service Agreement": means the present agreement concluded by and between the **CLIENT** and the **SUPPLIER**, including its annexes.

"Framework Service Agreement Manager": means the person within SYNGENIA SA's purchase department that is responsible for implementing the Framework Service Agreement, the Orders, as well as the overall management of the relationship with the **SUPPLIER**.

"Order", "Purchase Order" or "PO": means the order placed by the **CLIENT** towards the **SUPPLIER** under this Framework Service Agreement.

"Reference index": means for Assignments delivered in Belgium, the reference index defined by the Technology Industry Federation (Agoria): <http://www.agoria.be>; for Assignments delivered in other countries, the reference index defined in the Order or, by default, the one defined by the Technology Industry Federation (Agoria): <http://www.agoria.be>.

"Statement of Commitments": means the statement, as set out in Annex 1, that the **SUPPLIER** shall provide the **CLIENT** with before beginning an Assignment, and which is signed by the Consultant and initialled by the **SUPPLIER's** Assignment Coordinator. By signing the statement, the Consultant confirms that within the framework of the Assignment, he/she will:

- comply with the confidentiality requirements laid out in Article 25;
- remain free of any conflicts of interest as specified in Article 26;
- respect the **CLIENT's** commitments regarding sustainable development and ethics, including the Gifts and Hospitality Policy, as specified in Article 27;
- comply with the legislation on processing of personal data, as specified in Article 28;
- comply with the non-competition obligations, as specified in Article 29.

"SUPPLIER's Assignment Coordinator": means the contact person within the **SUPPLIER's** organisation appointed in relation to the performance of the Assignment. The **SUPPLIER's** Assignment Coordinator is in particular entitled to take decisions concerning the acceptance and execution of the Order. The **SUPPLIER's** Assignment Coordinator ensures that the Consultant knows and properly understands the instructions given by the **CLIENT**, as well as compliance with confidentiality and non-competition obligations.

"VAT": means the Value Added Tax applicable in Belgium or any comparable tax due abroad.

Article 1 Compliance with procedures and trainings

1.1. Within its company, the **CLIENT** applies the following:

- A quality management system;
- A Health & Safety plan (safety, hygiene and well-being) in the workplace;
- An ethics programme that applies to SYNGENIA(<https://tractebel-engie.be/en/ethics-compliance>) and to the entire ENGIE group (<https://www.engie.com/en/group/ethics-and-compliance>);
- A programme aimed at minimising the projects' environmental footprint and therefore aimed at finding sustainable solutions (energy efficiency, carbon-free energy, recycling, etc.);
- A process for evaluating the performance of the **SUPPLIER** based on the following criteria:
 - 1) Competitiveness:
 - o Price offers
 - o Negotiation
 - o Indexing with respect to the Framework Service Agreement
 - 2) Sourcing quality/Health and Safety (H&S):
 - o Clarity and relevance of offers
 - o Monitoring of Consultants entrusted with the Assignment
 - o Investment in health and safety prevention activities by the Consultants entrusted with the Assignment
 - 3) Commercial relationship:
 - o Availability
 - o Reactiveness
 - o Manage **CLIENT**'s expectations
 - 4) Respect of instructions:
 - o Invoicing with respect to the **CLIENT**'s requirements
 - o Respect of confidentiality, ethics, free from any conflict of interest
 - o Respect of the law
- A process for evaluating the services provided in the framework of the Assignment:
 - 1) Level of knowledge and abilities:
 - o Technical knowledge
 - o Ability to adapt to project specifications
 - o IT knowledge
 - 2) Quality of services:
 - o Understanding of the objectives
 - o Management of priorities
 - o Communication
 - 3) Behaviour:
 - o Autonomy
 - o Proactivity
 - o Management of difficulties
 - 4) Quality of results:
 - o Quality of work
 - o Compliance with the directives
 - o Observing deadlines

These lists are not exhaustive or restrictive and may evolve without requiring an adaptation of this Framework Service Agreement. The **SUPPLIER** may, on simple request, obtain an updated list.

- 1.2. To this purpose, the **SUPPLIER** agrees, as do its Consultants entrusted with the Assignment, to:
- Comply with these systems and programmes, and in particular to familiarise themselves and apply the procedures and instructions laid down by the **CLIENT** within the framework of such systems and programmes and, in general terms, to perform the Assignment in compliance with those procedures and instructions;
 - Attend, at the **CLIENT**'s request, the training courses provided by the **CLIENT** with a view to applying the abovementioned systems and programmes;
 - Use the procedures and instructions only within the framework of this Framework Service Agreement;
 - Never communicate or disclose those procedures to any third party;
 - Never make a copy of the procedures (either on paper or digital), even for own business use;
 - Return the related documents at the end of the Assignment;
 - At the request of the **CLIENT**, participate in health & safety training sessions given by the **CLIENT** or its ordering party, or any other one-off training necessary to accomplish the particular Assignment.

Article 2 Orders

- 2.1. In the Order, the Parties specify the additional and specific information related to the content and the scope of the Assignment to be performed by the **SUPPLIER**. Accordingly, the Order encompasses, at least, a description of the services in connection with the Assignment to which this Order relates, the place of performance of the Assignment and, where known, the name of the Consultant.
- 2.2. In the case of contradictions between the provisions of the Order and this Framework Service Agreement, the provisions of the Order shall prevail over the provisions of this Framework Service Agreement, except for the following articles which cannot be amended:

Article 3 – Acceptance
Article 4 – Amendment/Extension of the Assignment
Article 5 – Duration
Article 6 – Completion deadline
Article 7 – Consultants(s) entrusted with the Assignment
Article 8 – Instructions
Article 9 – Place of performance
Article 14 – Employment and tax legislation
Article 15 – Communication regarding the Assignment
Article 16 – Liability and guarantee
Article 17 – Insurance
Article 18 – Suspension
Article 19 – Termination and corrective measures
Article 20 – Subcontracting
Article 21 – Non-transferability
Article 22 – Resources made available
Article 23 – Health-Safety-Environment
Article 24 – Intellectual Property rights
Article 25 – Confidentiality
Article 26 – Conflicts of interest
Article 27 – Ethics and Sustainable Development
Article 28 – Protection of Personal Data
Article 29 – Non-competition
Article 30 – Correspondence
Article 31 – Independence of provisions

Article 32 – Non-exclusivity
Article 33 – Non-solicitation
Article 34 – Dispute Resolution
Article 35 – Applicable law
Article 36 – Entire Agreement
Article 37 - Counterparts

- 2.3. An Assignment may only begin if an Order has been placed by the **CLIENT** and provided that all the required documents have been passed to the **CLIENT**.
- 2.4. Unless written notification to the contrary is given within five (5) working days following the date of the Order and, in any event, if the Order is carried out, the **SUPPLIER** will be presumed to have accepted it. By accepting the Order, the **SUPPLIER** accepts its conditions and waives its own general terms and conditions. If the **SUPPLIER** accepts the Order with reservations or remarks, the **CLIENT** is no longer bound by the Order.

Article 3 Acceptance

- 3.1. The **SUPPLIER** declares that the Consultant(s) it appoints, shall possess the required skills, knowledge and experience in order to undertake the Assignment stated in the Order(s).
- 3.2. The **SUPPLIER** declares that it is aware of the scope and the degree of difficulty of the Assignment with which it is entrusted and expressly accepts the same.
- 3.3. The **SUPPLIER** shall perform the Assignment it is entrusted with in accordance with the relevant existing trade and engineering practices, laws, regulations and rules of etiquette.
- 3.4. The conclusion of this Framework Service Agreement in no way obliges the **CLIENT** to conclude one or more or a set of Orders during a given period of time. The **SUPPLIER** cannot claim any compensation for the non-attribution of an Order and/or if the **CLIENT** places, during a period of time, either zero or only a limited number of Orders.

Article 4 Amendment/Extension of the Assignment

- 4.1. Parties can mutually agree on any amendment to any ongoing Assignment.
- 4.2. The **CLIENT** shall inform the **SUPPLIER** as soon as possible of any intention to amend or extend the Assignment.
- 4.3. The request to amend the content of the Assignment can be made either orally or in writing but must be confirmed in writing. If the Assignment is amended via the placement of a new Order, the new Order shall be deemed to replace the preceding Order, this for the future.
- 4.4. The extension of the Assignment is determined in writing in a new Order.
- 4.5. In the event of an amendment or an extension of the Assignment by placing a new Order, the Assignment is deemed to have started on the starting date of the initial corresponding Order, regardless of any interruption between that initial Order and the subsequent Orders relating to that same Assignment.

Article 5 Duration

- 5.1. This Framework Service Agreement is effective as of the date of 00/00/2024.
- 5.2. Unless terminated earlier pursuant to Article 19, this Framework Service Agreement shall automatically end on 00/00/2026.

5.3. Subject to this Framework Service Agreement being terminated by one of the Parties pursuant to Article 19, the **SUPPLIER** represents and guarantees that it shall, following the expiry of this Framework Service Agreement, continue providing the services agreed upon in the Orders concluded under this Framework Service Agreement. This until completion of the Assignment, without this continuance giving rise to any automatic extension of the present Framework Service Agreement. In that case the ongoing Orders shall continue to be governed by the terms of the present Framework Service Agreement, however no new Orders shall be concluded within the framework of the present Framework Service Agreement.

Article 6 Completion deadline

The **SUPPLIER** must observe the deadlines for the completion of the projects of the ordering party (parties) as communicated by the **CLIENT** and to which the **CLIENT** is contractually bound.

Article 7 Consultant(s) entrusted with the Assignment

- 7.1. The Assignment shall be carried out by the **SUPPLIER**'s Consultant(s) stipulated in the Order.
- 7.2. The **SUPPLIER** does everything in its power to ensure the continuity of the Assignment, including in particular maintaining the staff attached to the Assignment for the latter's duration.
- 7.3. Without prejudice to Article 18.3, the **SUPPLIER** shall notify the **CLIENT** immediately when one or more of its Consultants are unable to work due to illness, holidays, an accident or any other reason leading to a suspension in the performance of an Assignment for a limited or unlimited period of time that could, as the case may arise, compromise the project completion deadline.
- 7.4. Should an Consultant no longer be able to work, for example because he/she has left the **SUPPLIER**'s company or is on extended sick leave, the **SUPPLIER** will do everything in its power to ensure the prompt replacement of the Consultant and to continue and complete the Order that is ongoing. The **CLIENT** reserves the right to accept or decline the proposed replacement Consultant.
- This paragraph 7.4. is not applicable when the **SUPPLIER** is himself the Consultant.

Article 8 Instructions

- 8.1. The Parties recognise and accept that compliance by the **CLIENT** with its obligations in terms of worker health and security, together with any instructions given by the **CLIENT** under the terms of the present Framework Service Agreement, shall not be considered as an exercise of any authority by the **CLIENT** over the **SUPPLIER**'s Consultants.
- 8.2. The **CLIENT** may give instructions to the Consultants only for the purposes of the performance of the present Framework Service Agreement, and then only in relation to the points mentioned below, without this impeding the hierarchical authority of the **SUPPLIER** in any way towards them:
- Systems, plans, procedures and methods specific to the **CLIENT**, as defined in Article 1, which have to be taken into account in carrying out the Assignment;
 - Planning of the Assignment to be done and intermediate results;
 - Intermediate adaptations that have to be taken into account in carrying out the Assignment (e.g. adaptation of the schedule, of the execution arrangements, etc.);
 - Remarks in case of the Assignment being carried out incorrectly, without however extending to disciplinary sanctions being imposed, for which the **SUPPLIER** is exclusively competent;
 - Opening and closing hours of premises and work sites, together with general breaks, without however extending to instructions concerning legislation on working hours, for which the **SUPPLIER** is exclusively competent;

- Access to the premises and/or installations of the **CLIENT**, as required by the Assignment (e.g. badges, recording systems etc.);
- Technical instructions concerning the use of certain installations, facilities and/or processes (e.g. compliance with the rules for use of e-mail and internet, project management procedures, etc.);
- Urgent actions in order to prevent/limit economic losses;
- Urgent actions concerning health and safety at work.

These instructions may be given orally on a day-to-day basis, either directly or through coordination meetings. This list may be adapted freely and is likely to vary, without requiring any amendment to the present Framework Service Agreement.

- 8.3. The **CLIENT** shall refrain from giving instructions which exclusively belong to the competence and authority of the **SUPPLIER**, such as:
- Training, with the exception of training set out under Article 1, which is necessary to carry out the Assignment and which is specific to the **CLIENT** and/or its ordering parties;
 - Working hours and overtime, together with breaks and any days off in lieu;
 - Permission and justification for absence from work (due to illness, minor downtime, holidays, etc.);
 - Appraisal of the **SUPPLIER's** Consultants, but without prejudice to the right to evaluate the services supplied by the **SUPPLIER**.
- 8.4. The **CLIENT** shall refrain from taking decisions which exclusively belong to the competence and authority of the **SUPPLIER** concerning:
- Recruitment and promotion
 - Wages and conditions of employment
 - Disciplinary sanctions and dismissal
- 8.5. The **CLIENT** shall inform its Work Council of the existence of the present Framework Service Agreement, without delay. If asked by its Works Council, the **CLIENT** shall provide the former with a copy of the present Framework Service Agreement which specifies the instructions that may be given by the **CLIENT** to the Consultant entrusted with the Assignment.

Article 9 Place of performance

- 9.1. The Consultant shall mainly work at the location referred to in the Order. The Consultant shall observe with the times of access to the **CLIENT's** or third parties' worksites, offices and premises, and shall adhere to the applicable internal regulations.
- 9.2. Should the Assignment or the circumstances so require, the Consultant shall undertake certain tasks at locations other than those referred to in section 9.1., as indicated by the **CLIENT**.

Article 10 Fees and services

- 10.1. Unless stated otherwise in the Order, the work to be performed by the **SUPPLIER** as per the Assignment shall be paid at a flat rate as per the time effectively worked. This flat rate shall be defined for each "service unit" in the Order.
- 10.2. The flat rate does not include VAT and covers amongst others:
- All services provided by the Consultant in carrying out the Assignment described in the Order;
 - All the overheads and the **SUPPLIER's** profit;
 - Meal expenses;
 - Costs related to the obtention of authorizations required for the purpose of the Assignment;
 - Expenses for travel between the **SUPPLIER's** office or the address of the Consultant and the place of performance cited in the Order, including parking costs;

- Costs related to telephony and internet;
- All applicable taxes and social security contributions in Belgium or in the country where the Assignment is to be carried out;
- Compensation for the transfer of intellectual property rights in accordance with Article 24.

10.3. The **SUPPLIER** itself shall specify the terms and conditions that apply to work schedules, the performance modalities of the Assignment and the working equipment, for carrying out the Assignment. The **SUPPLIER** must, however, ensure that the Consultants work an average number of hours per week as set out in the Order.

10.4. In the event the Assignment is extended via the placing of a new Order as per Article 4, the flat rate is reviewable on a yearly basis, on the anniversary date of the first Order related to the Assignment at stake, at the duly justified request of the **SUPPLIER**, based on the following formula.

This request must be made in writing to the **CLIENT'S** Framework Service Agreement Manager.

All reviews must be approved beforehand in writing by the **CLIENT**.

$$Po (0,20 + 0,80 \times \frac{S}{So}) = P$$

where:

Po = Flat rate effective upon signature of the Order and stated therein.

So = Reference Index, effective during the last month of the quarter preceding the signature of the first Order.

S = Reference index effective during the last month of the quarter preceding the one in which the rate is to be reviewed.

P = Reviewed flat rate.

Article 11 Exceptional expenses

11.1. Travel and expenses inherent to travel by Consultants that are not covered by the flat rate, as per Article 10.2., shall be refunded by the **CLIENT** to the **SUPPLIER**. The applicable mileage allowances are laid down in the Order. The applicable kilometric allowance is the one published in the Belgian Official Journal, which is subject to amendment each year on July 1st.

11.2. These additional expenses must be in accordance with the **CLIENT'S** applicable travel policy and are subject to the **CLIENT'S** approval before the beginning of these services. They may only be invoiced after the presentation of the required documents justifying them.

11.3. In order to allow the **CLIENT** to manage its projects, the **CLIENT** may ask Consultants to enter their exceptional expenses in the **CLIENT'S** computer system. Otherwise, the **SUPPLIER** records extraordinary expenses on a form approved by the **CLIENT**, clearly mentioning the Consultant and the **CLIENT'S** project with which these expenses are associated. The sum of the exceptional expenses is approved by the **CLIENT** before payment.

11.4. Any exceptional expenses shall be invoiced at cost without any form of handling fee.

Article 12 Timesheets and invoicing

12.1. In order to allow the **CLIENT** to manage its projects, the latter may require the Consultants to enter their working hours in the **CLIENT'S** IT system. By default, the **SUPPLIER** shall log the hours worked in timesheets – under its own format as previously approved by the **CLIENT** – clearly stating the name of the Consultant and the **CLIENT'S** Assignment for which the services were provided. The timesheets shall be submitted for approval to the **CLIENT**.

12.2. In order to allow the **SUPPLIER** to invoice the work done for the **CLIENT**, the **SUPPLIER** may use an extract from the **CLIENT'S** IT system as a basis for the invoicing.

The **SUPPLIER** shall invoice its services monthly, based on the timesheets approved by the **CLIENT**. Unless otherwise agreed in writing by the **CLIENT**, the invoices must cover the working period running from the 22nd of the previous month to the 21st of the current month.

If, after a period of three (3) months following this date, the mentioned timesheet has not been sent to the **CLIENT**, the **SUPPLIER** will no longer be authorized to invoice the Client and will be deemed to have waived receipt of payment for the services associated with this timesheet.

12.3. Any exceptional expenses must be invoiced along with all of the necessary supporting documents, as laid down in Article 11, and refer to the same invoicing period (from the 22nd of the previous month to the 21st of the current month).

12.4. Invoices shall be drawn up as follows:

- Each invoice shall state the Order's number and the timesheet.
- Attachments with the invoice:
 - o Copy of the approved timesheets
 - o If applicable, the approved exceptional expenses report
- The invoice shall be made out to:

SYNGENIA SA
Boulevard Simón Bolívar 36
B-1000 Brussels
VAT N° BE 0413 790 221

- 1 original copy of the invoice and its attachments shall be sent to:

SYNGENIA SA
Accounts Payable
Boulevard Simón Bolívar 36
B-1000 Brussels

or in PDF format, to "pdf.apbe.tractebel@engie.com" by fulfilling the following conditions:

- o only one invoice per PDF
- o the annexes of the invoice must be included with the invoice in the same PDF.

Failure to observe these instructions shall result in the invoice not being processed and being automatically sent back to its sender.

12.5. The **CLIENT** reserves the right at all times to verify whether the services which the **SUPPLIER** has introduced into the **CLIENT**'s IT system (or under its own timesheets format, as the case may be) comply with the services actually performed. For the sake of clarity, this control can also take place after the approval of the services or even after the payment of the related invoice. If irregularities are found, an adjustment will be applied, according to which the **SUPPLIER** will, where necessary, reimburse the **CLIENT** for the overpayment.

12.6. Payment by the **CLIENT** of an invoice from the **SUPPLIER**, even without reservation, can in no way be considered as acceptance by the **CLIENT** of the contractual conditions which appear on the invoice or to which the invoice refer, when these conditions deviate from the conditions provided for in this Framework Service Contract or in any other express agreement between the Parties.

Article 13 Payment

The invoices are paid by the **CLIENT** 30 days after the end of the month of date of the invoice. All complaints or requests for information regarding the payment of invoices must be submitted via e-mail to 'gbs.accounts.payable.belgium-temis@engie.com'.

Article 14 Employment and tax legislation

14.1. The **SUPPLIER** is solely responsible and remains exclusively liable for strict compliance with the employment and tax legislation that applies to the **SUPPLIER** and its Consultants in its country of registration as well as in the countries where the Consultants will perform services.

14.2. Upon request by the **CLIENT**, the **SUPPLIER** shall provide evidence demonstrating that it and the Consultants comply with the abovementioned obligations. The **CLIENT** reserves the right to request such evidence several times per year and the **SUPPLIER** agrees to provide the most recent supporting documents within thirty (30) calendar days.

In whatever case, the **SUPPLIER** shall supply the following documents:

- Prior to the start of the Assignment, all certificates demonstrating compliance by the **SUPPLIER** and the Consultants of their employment and taxation obligations;
- In May and November of every year, copies of all certificates demonstrating compliance with social security obligations by the **SUPPLIER** and the Consultants;
- If applicable, every year at the latest on August 31st, a copy of the approved balance sheet of the **SUPPLIER**.

14.3. The **SUPPLIER** agrees to strictly comply – for its Consultants as well as those of its subcontractors (if any) – with all the legal requirements and employment regulations, including labour law and social security regulations. More specifically, the **SUPPLIER** shall comply, and shall ensure that all its staff and Consultants comply, with all regulations regarding health, safety and the environment that apply or that are deemed applicable to the Assignment.

14.4. The **SUPPLIER**, as the case may arise as the employer, holds exclusive authority over and sole responsibility for its staff assigned to the performance of this Framework Service Agreement.

14.5. The **SUPPLIER** undertakes to comply with the terms regarding the temporary posting of workers in Belgium, in particular, but without limitation, the Belgian Law of 5 March 2002 (transposing the Directive (EU) 2018/957 of the European Parliament and of the Council of 28 June 2018 amending Directive 96/71/EC concerning the posting of workers in the framework of the provision of services – see also the website of the Federal Public Service Employment – “Posting” section) and the mandatory declaration for posted employees or posted self-employed workers (Limosa declaration).

Should the **SUPPLIER** fail to comply with such obligations, the **CLIENT** reserves the right to terminate the present Framework Service Agreement and/or the Order without providing notice nor compensation.

14.6. The **SUPPLIER** shall request from the **CLIENT** all specific information concerning the Assignment features (extensive stay abroad etc.) and shall take into account any particular obligations of a taxation or employment nature that might apply. The **SUPPLIER** undertakes to obtain compliance with this obligation from the Consultants.

Article 15 Communication regarding the Assignment

15.1. The content and the practical aspects of the services to be performed by the **SUPPLIER** and of the Assignment shall be drawn up in conjunction with the **CLIENT**'s and the **SUPPLIER**'s Assignment Coordinators.

15.2. Apart from the communication required for carrying out the Assignment, all communication with the **CLIENT**'s ordering parties must go through the **CLIENT**. The **SUPPLIER** must refrain from contacting such ordering parties directly. Should Consultants receive instructions or indications from the **CLIENT**'s ordering parties, they must inform and consult with the **CLIENT** immediately and provide a copy of the instructions or indications if these were given in writing.

Article 16 Liability and guarantee

- 16.1. The **SUPPLIER** shall carry out the Assignment in a professional manner and take full responsibility for the quality of the services to be provided. It shall provide such services in accordance with the Order's and the present Framework Service Agreement's specifications as well as with best engineering practices, the legislation in force and any applicable ethical rules.
- 16.2. Notwithstanding any other provision under this Framework Service Agreement, the **SUPPLIER** is responsible for any loss or damage caused by it or its Consultants. The **SUPPLIER** shall indemnify and hold **CLIENT** harmless from any liability in the event of claims (including from third parties), damages, expenses, etc. that may arise or be due as a result of the performance of the Framework Service Agreement or the Order by the **SUPPLIER** or by its Consultants.
- 16.3. The **SUPPLIER** shall indemnify the **CLIENT** and hold it harmless from any damages, liability and expenses incurred as a result of or relating to the death of or bodily injury to the Consultants.
- 16.4. The **CLIENT** shall indemnify the **SUPPLIER** and hold it harmless from any damages, liability and expenses incurred as a result of or relating to the death of or bodily injury to the **CLIENT**'s staff.
- 16.5. The **SUPPLIER** shall indemnify the **CLIENT** and hold it harmless from all claims and liability for bodily injury or death, or for the loss of or damage to the property of third parties in the event that such injury, death or damages are the result of acts or omissions, or negligence or fault, on the **SUPPLIER**'s or its Consultant's behalf while carrying out the Assignment.
- 16.6. Without prejudice to the legal warranties and additional specific warranties in accordance with this Framework Service Agreement, the warranty period applying to the services provided within the framework of the Assignment will be of twenty-four (24) months, calculated as from the day of acceptance of the Consultant's services, and in the absence of such explicit acceptance, as from the 30th day following the date of completion of the services concerned. When an Assignment has been corrected due to a failure, a new twenty-four (24) month warranty period shall apply to this Assignment, as from the date of completion of such correction.

Article 17 Insurance

17.1. The **SUPPLIER**'s insurance policies

The **SUPPLIER** shall take out the following insurance policies with a certified insurance company:

- a) If a car is made to the disposal of the Consultant by the **SUPPLIER**, an "Automobile Civil Liability" insurance policy covering all of the cars that have access to the place of performance;
- b) An insurance policy that complies with Belgian or any other applicable legislation, covering occupational accidents for all of its staff members;
- c) A "Third Party Operational Liability/After-Delivery" insurance policy covering third parties for any all bodily injuries, material or immaterial alike, for the minimum amount of € 500,000 (in the absence of any other amount determined in Article 16. about Liability) per accident and per year of insurance;
- d) A "Third Party Professional Liability" insurance policy covering third parties any all bodily injuries, material or immaterial alike, for the minimum amount of € 500,000 (in the absence of any other amount determined in Article 16. about Liability) per accident and per year of insurance;
- e) The **SUPPLIER** shall also take out, if needed, an insurance policy to cover expenses relating to the hospitalisation and repatriation of Consultants for those taking part in an Assignment abroad.

Upon request, the **SUPPLIER** shall provide the **CLIENT** with evidence that it has taken out the required insurance policies.

The **SUPPLIER** shall notify the **CLIENT** as soon as possible by registered letter if it cannot for any reason pay the insurance premium(s) mentioned above. The suspension or cancellation of the insurance can only take effect 30 days after the registered letter is sent.

17.2. The **CLIENT**'s insurance policy

The **CLIENT** has taken out an Operational Liability/After-Delivery Liability and Professional Liability insurance policy. Coverage is for the amount of € 2,500,000 per accident and per year of insurance, for bodily injury, both material and immaterial alike. Upon request by the **SUPPLIER**, evidence that such insurance is effective will be provided.

Article 18 Suspension

18.1. The **CLIENT** has the right to suspend entirely or partially the performance of the **SUPPLIER**'s Assignment in the event that the performance of the project or projects for which the Order was concluded is suspended for any reason. The **CLIENT** will notify the **SUPPLIER** without delay.

18.2. In case of a Force Majeure event, each Party has the right to fully or partially suspend the carrying out of its obligations without warning. The Party initiating the suspension will warn the other Party without delay.

18.3. Option 1 – For companies which detach people

If any Consultant is unable to perform the Assignment for another reason than a Force Majeure event (e.g. due to long-term illness, departure from **SUPPLIER**'s company, etc.) and if the **SUPPLIER** is unable to replace him/her within a reasonable period, or such replacement is refused by the **CLIENT** as per Article 7.4, the **CLIENT** is entitled, in its sole discretion and without notice, to suspend, entirely or partially, the Order in progress or to terminate it with immediate effect, without prejudice to the **CLIENT**'s right to claim damages.

Option 2 – Freelancer (via his/her own company or in physical person)

If any Consultant is unable to perform the Assignment for another reason than a Force Majeure event (e.g. due to long-term illness, departure from **SUPPLIER**'s company, etc.), the **CLIENT** is entitled, in its sole discretion and without notice, to suspend, entirely or partially, the Order in progress or to terminate it with immediate effect, without prejudice to the **CLIENT**'s right to claim damages.

18.4. Should the **SUPPLIER**'s Assignment be entirely or partially suspended, no fees or compensation whatsoever shall be due by the **CLIENT**.

Article 19 Termination and corrective measures

19.1. Without prejudice to Article 18.3, the **CLIENT** is entitled to terminate the **SUPPLIER**'s Assignment, having provided written formal notice, should it be revealed that services of the Consultant were not carried out satisfactorily or according to the required legal or contractual provisions or rules. The **CLIENT** shall provide the **SUPPLIER** with prior formal notice to make all of the alterations, corrections or additions necessary in order to comply with the abovementioned requirements. This corrective work shall be free of charge for the **CLIENT**.

If within five (5) calendar days following the formal notice, the **SUPPLIER** has not begun taking the necessary corrective measures, the **CLIENT** reserves the right to terminate the Assignment in writing and effective immediately, without prejudice to the right to damages for the **CLIENT**.

19.2. The **CLIENT** can terminate the Assignment in writing for any reason. Unless a longer written deadline has been provided by the **CLIENT**, the Assignment will be ended within fourteen (14) calendar days of the date of notification of the Assignment's termination. The **SUPPLIER** is then entitled to the payment for all of the services rendered and expenses incurred up until the date of the termination of the Assignment, without said termination providing entitlement to damages for early termination.

19.3. For its part, the **SUPPLIER** may terminate the Assignment upon provision of fourteen (14) days of written notice if the collaboration is progressing in such a way that it is unable to observe its obligations or for any reason.

19.4. Both Parties are entitled to end the **SUPPLIER**'s Assignment in writing if it has been suspended for more than thirty (30) calendar days for any reason. Such termination does not provide entitlement to damages.

19.5. If, during the execution of this Framework Service Agreement, one of the Parties becomes insolvent or is declared bankrupt, the Framework Service Agreement, and thus the ongoing Assignments, shall be terminated automatically and without formal

notice, by ordinary mail, without prejudice to the right of the Party that terminated the Framework Service Agreement to claim for damages. The settlement between the Parties shall be based on a bilateral evaluation. Services not performed to the satisfaction of the **CLIENT** or partially performed shall not be invoiced.

- 19.6. The **CLIENT** is entitled to terminate this Framework Service Agreement at any time in writing for convenience. Except if a longer notice period is mentioned in the **CLIENT'S** written notice, the Framework Service Agreement shall terminate upon fourteen (14) calendar days following the date of notification of the termination of the Framework Service Agreement. The **SUPPLIER** is entitled to receive payment for the services performed and the costs made by its Consultants for the **CLIENT** until date of termination of the Framework Service Agreement. The termination, however, does not entitle the **SUPPLIER** to any damages and/or early termination fees whatsoever.
- 19.7. The **CLIENT** is entitled to terminate this Framework Service Agreement for breach upon written notification if, following prior written formal notice denouncing a breach of its obligations, the **SUPPLIER** did not remedy said breach within fourteen (14) days of receipt of the **CLIENT'S** formal notice.
- 19.8. The **CLIENT** is entitled to terminate this Framework Service Agreement by registered letter, with immediate effect upon and without prior notice in case of material breach. Breach of ethical, fiscal or social obligations shall be considered, amongst others, a material breach.
- 19.9. The **SUPPLIER** is entitled to terminate this Framework Service Agreement for breach upon written notification if, following prior written formal notice denouncing a breach of its obligations, the **CLIENT** did not remedy said breach within fourteen (14) days of receipt of the **SUPPLIER'S** formal notice.

Article 20 Subcontracting

The **SUPPLIER** shall not subcontract any part of this Framework Service Agreement to a third party without the express prior written consent of the **CLIENT**.

Article 21 Non-transferability

- 21.1. The **SUPPLIER** agrees that it will not transfer, either fully or partially, its rights and obligations laid down in this Framework Service Agreement to a third party without prior written approval from the **CLIENT**. Failure to observe this obligation shall result in termination of this Framework Service Agreement, without prejudice to the **CLIENT'S** right to claim damages from the **SUPPLIER**.
- 21.2. In case of Assignment abroad, the **SUPPLIER** may submit a written request to the **CLIENT** in order to obtain authorisation, as part of an Order, to transfer its rights and obligations to one of its subsidiaries which is in a better position to carry out the Assignment in that part of the world.
- 21.3. In the case of partial transfer or the transfer stipulated in Article 21.2, as authorised by the **CLIENT**, the **SUPPLIER** shall be responsible jointly with the acquirer for the entire execution of the Framework Service Agreement.

Article 22 Resources made available

- 22.1. In the **CLIENT'S** offices, the Consultant shall have access to software and information required to carry out the Assignment.
- 22.2. As the case may arise, the **CLIENT** shall make computer equipment available to the Consultant to ensure the Assignment can be carried out correctly.
- 22.3. As the case may arise, the **CLIENT** shall assist the **SUPPLIER** in obtaining the necessary permits for gaining access to nuclear sites.

22.4. In the event of a proven breach and for the sole purpose of ensuring the safety of the conduct of the Assignment, which without this intervention would be endangered, the **CLIENT** may decide to make personal protective equipment available to the Consultant. However, the **SUPPLIER** remains exclusively responsible for the strict observance of safety requirements and the use of protective and safety clothing by his Consultants.

22.5. The **SUPPLIER** warrants that the provided equipment and access shall be returned by its Consultant(s) at the end of the Assignment. If the **SUPPLIER** fails to return all or part of the equipment and access, the **SUPPLIER** shall be held financially liable for the damage suffered by the **CLIENT**.

Article 23 Health–Safety-Environnement

23.1. Matters relating to safety, health and the environment as well as the well-being at work of Consultants are the sole responsibility of the **SUPPLIER**.

23.2. Through the Statement of Commitments (Annex 1), the **SUPPLIER** asks his Consultants to sign a declaration of adherence to the **CLIENT**'s commitments in terms of 'safety, health and environment', which can be viewed on his website:

- <https://tractebel-engie.be/en/health-safety>
- <https://tractebel-engie.be/en/environment>

23.3. For each Assignment, the **CLIENT** will establish a detailed risk assessment (Annex 3) that he will send to the **SUPPLIER** before the start of the Assignment. This allow the **SUPPLIER** (i) to become aware of the risks associated with the Assignment entrusted to him, (ii) to provide all the protective equipment essential to the safety and health of his Consultants.

23.4. The **SUPPLIER** (i) undertakes to inform his Consultants of the risks associated with their Assignment, (ii) provides them with all the individual protective equipment required, (iii) ensures that the instructions in this matter are understood and applied correctly.

Where applicable, the **SUPPLIER** will provide at his own expense the necessary training for the health and safety of his Consultants.

The **SUPPLIER** will provide the **CLIENT** with a copy of the certificates and habilitations requested in the risk analysis

23.5. If the Assignment provides for the intervention of the Consultant on site, the **SUPPLIER** will ensure that the Consultant understands and respects the preventive and protective measures included in the risk assessment specific to the concerned Assignment.

23.6. Each of the Parties undertakes to inform the other as soon as it becomes aware of a real or potential risk, of an accident, of a significant incident or of a dangerous situation. In the event of serious or imminent danger, each Party or its heirs has the right to impose the interruption of the work in progress.

23.7. Any failure to comply with the obligations and statements contained in this clause shall be considered a material breach entitling the innocent Party to suspend and/or terminate the Framework Service Agreement and/or the Order at its own discretion, and at the cost, expense and exclusive fault of the defaulting Party.

Article 24 Intellectual property rights

24.1. Transfer

It is expressly agreed that everything that is produced by the **SUPPLIER** (designs, calculations, etc.) within the framework of this Framework Service Agreement becomes the exclusive property of the **CLIENT**, who is free to make use of it as if it had been produced by one of its employees.

Consequently, the **SUPPLIER** shall make over to the **CLIENT** all legally transferrable author rights and other intellectual property rights to its work. Author rights or other intellectual property rights that are transferred shall include the right to reproduce, including the adaptation, translation and distribution rights, advertising rights, secondary use rights and derivatives, without limitation.

The abovementioned transfer is authorised for the **CLIENT**:

- For the entire duration of the intellectual property;
- For the entire world;
- For all media and operation methods;
- For all languages.

The **CLIENT** is not obliged to quote the name of the **SUPPLIER** or the authors of the original works but may apply any distinctive sign required for its business or that of its ordering parties.

The **SUPPLIER** agrees to abide by the **CLIENT**'s or its ordering parties' wishes and adapt the works and services according to the Order requirements.

The **CLIENT** can carry out any and all alterations, photo editing and modifications to the work ordered – or have such changes carried out – unless it impugns the honour or the reputation of the authors or artists/performers.

The **CLIENT** can also use all or part of the ordered works in other works.

24.2. Guarantees

The **SUPPLIER** declares it is the owner or assignee of the transferred intellectual property rights. It agrees to conclude any agreement required to transfer such rights, including but not limited to, author rights and the related rights of its employees, subcontractors, artists/performers or authors of the original works used in the works, in compliance with this Framework Service Agreement. Any necessary related expenses shall be paid by the **SUPPLIER**.

The **SUPPLIER** shall indemnify the **CLIENT** and hold it harmless from any legal action such individuals may take.

The **SUPPLIER** guarantees the **CLIENT** the peaceful exercise of the transferred rights and certifies in particular that neither it, nor the individuals cited above, have made any reference or drawn any similarity that could infringe the rights of a third party.

The **SUPPLIER** cannot exercise, on the works covered by this Framework Service Agreement, any rights that could limit the assertion of the transferred rights or that could prejudice the **CLIENT**, and shall inform the **CLIENT** of any counterfeiting or infringement of the transferred rights of which it is aware.

24.3. Compensation for transfer

Compensation for the transfer shall be included in the **SUPPLIER**'s remuneration as stipulated in Article 10 so that no additional payment is owed by the **CLIENT** to the **SUPPLIER** for the transfer of the rights in question under the present article.

24.4. Transfer to a third party

The **CLIENT** may transfer, assign and/or (sub)licence any rights bestowed on it under the present agreement to any third party.

Article 25 Confidentiality

25.1. No matter the form in which any Confidential Information is made available to the **SUPPLIER** or how the latter becomes aware of such Confidential Information while performing the Framework Service Agreement, the **SUPPLIER** agrees to treat

such information with the utmost confidentiality and, unless previously expressly authorised by the **CLIENT**, not to communicate it to any third party, including companies and any other agents connected to the **SUPPLIER**.

- 25.2. The **SUPPLIER** shall ensure that its Consultants are vigilant so as to avoid any Confidential Information being involuntarily disclosed, even within the **CLIENT**'s organisation. The **SUPPLIER** shall ensure that its Consultants are bound by the same confidentiality obligations. To this aim, the **SUPPLIER** shall make its Consultants sign an individual confidentiality declaration (annex 1) before the start of the Assignment.
- 25.3. The **SUPPLIER** agrees to never disclose, even following the end of this Framework Service Agreement, any information about the **CLIENT**'s business, and to give no-one, even the **CLIENT**'s agents who are not directly involved in the project, any information, notes, accounts, plans, or in general any indications regarding the business, procedures and results of the operations with which it was acquainted, either directly or indirectly, as a result of this Framework Service Agreement.
- 25.4. At the end of this Framework Service Agreement, for whatever reason, the **SUPPLIER** must return all notes or documents relating to the studies, works or projects or to the functioning of the **CLIENT** or its ordering parties, as well as any copies (digital or on paper) it has made of them. If such documents were made available in electronic form to the **SUPPLIER**, the latter must ensure they are destroyed.
- 25.5. Any violation of the confidentiality obligations shall be considered as a material breach to fulfil the contractual obligations under this Framework Service Agreement. The **CLIENT** and/or its assignees reserve the right to claim damages and/or any type of compensation if the **SUPPLIER** violates the abovementioned obligations.

Article 26 Conflicts of interest

- 26.1. The **SUPPLIER** hereby declares, and warrants having verified, that it, its directors and its employees/(sub-)SUPPLIERS who are/will be involved in the Assignment (i) have no professional or private relation, participation, contractual relationship, obligation (including a non-competition clause) or any other circumstance that would (possibly) result in or create a situation of a conflict of interest (which arises amongst others when a person has, in a private capacity, private or professional interests that could influence or appear to influence the way in which s/he fulfils the duties and responsibilities entrusted to him/her within the framework of the Assignment), and (ii) are not subject to any participation exclusion or other debarment measures from the **CLIENT**, the latter's end-clients, any International Financing Institution or another (multi-)governmental authority or bank.
- 26.2. To that end, the **SUPPLIER** shall have its Consultants sign the Statement of Commitments (Annex 1) before the Assignment begins.
- 26.3. The **SUPPLIER** shall ask its Consultants to notify it immediately if they could be affected by a conflict of interest or any such participation exclusion or other debarment measures. Should this occur, the **SUPPLIER** shall notify the **CLIENT**'s Assignment Coordinator immediately.
- 26.4. In case of an incorrect, incomplete or false statement, the **CLIENT** shall have the right to terminate this Framework Service Agreement and/or the affected Order and/or take any appropriate measures the **CLIENT** may deem necessary to preserve its interests and to claim to the **SUPPLIER** any damage that the **CLIENT** suffers as a consequence thereof.
- 26.5. If any conflict of interest or participation exclusion/debarment measure exists at the time of concluding this Framework Service Agreement or arises at any time during the contractual relationship of the Parties for an Assignment, the **CLIENT** shall have the right to take any appropriate measures the **CLIENT** may deem necessary to preserve its interests, including terminate of this Framework Service Agreement and/or the affected Order in case said conflict of interest is irremediable or in case said participation exclusion/debarment measure affects the performance of the Assignment.

Article 27 Ethics and Sustainable Development

The **SUPPLIER** acknowledges that he has read and shall adhere to the **CLIENT'S** ethical and sustainable development commitments as stipulated in its reference documentation and in the Engie's Vigilance Plan (for the latter as long as the **SUPPLIER** maintains an established commercial relationship in accordance with the applicable law). Those commitments are all available on the **CLIENT** website <https://tractebel-engie.com/en/ethics-compliance>.

The **SUPPLIER** represents and warrants to the **CLIENT** that it complies (and has complied with, for six years prior to the signing of this Framework Service Agreement) with standards of international law and national law applicable to this Framework Service Agreement (including any changes during the term of this Framework Service Agreement), relating to:

- i. Fundamental human rights, in particular the prohibition (a) to use child labour or any other form of forced or compulsory labour; (b) on all forms of discrimination within its company and towards its suppliers and subcontractors;
- ii. embargoes, arms and drug trafficking, and terrorism;
- iii. trade, import and export licences and customs;
- iv. the health and safety of employees and third parties;
- v. employment, immigration and the ban on illegal labour;
- vi. environmental protection which includes but is not limited to greenhouse gas emissions, energy consumption, pollution prevention and waste management but also resource efficiency, biodiversity, no deforestation, or land conservation;
- vii. economic offences , including bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to the order or contract referring to the T&C), embezzlement, theft, abuse of corporate assets, infringement, forgery and the use of fraudulent documents, and any related offences;
- viii. anti-money laundering;
- ix. competition law.

The **SUPPLIER** shall comply with, and shall ensure compliance by its own suppliers and subcontractors as well as by any third party involved in such work or services, with the standards of international law and national law applicable to the areas listed from (i) to (ix).

Through the Statement of Commitments (Annex 1), the **SUPPLIER** shall inform the Consultant of the **CLIENT'S** commitments regarding ethics and sustainability. By asking them to sign the Statement of Commitments (Annex 1), the **SUPPLIER** is asking its Consultants to sign a statement confirming their adherence to these ethical commitments before the Assignment begins.

The **SUPPLIER** also represents and warrants to the **CLIENT** that its personnel assigned to the execution of the Assignment, including its own employees, subcontractors or freelancers:

- a. will be available for the entire duration of the Assignment;
- b. is not subject to any participation exclusion or other debarment measure by the **CLIENT'S** ordering parties, the latter's end clients, any International Financing Institution or another (multi-) governmental authority or bank directly or indirectly involved with the envisaged Assignment;
- c. is not a Politically Exposed Person - PEP¹ that may have any link with the **CLIENT'S** ordering parties, the latter's end-clients, the financing party, or the envisaged project; or if so, it was properly disclosed in advance to the **CLIENT** in writing;

¹ 'Politically Exposed Person-PEP' means:

- (a) natural persons who are or have been entrusted with prominent public functions
- (b) their immediate family members or
- (c) persons known to be close associates of such persons but shall not include middle ranking or more junior officials.

Note 1 : The term 'natural persons who are or have been entrusted with prominent public functions' shall include the following:

- (i) Heads of State, Heads of Government, Ministers and Deputy and Assistant Ministers and Parliamentary Secretaries;
- (ii) Members of Parliament;
- (iii) Members of the Courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- (iv) Members of courts of auditors, Audit Committees or of the boards of central banks;
- (v) Ambassadors, charges d'affaires and other high-ranking officers in the armed forces;
- (vi) Members of the administrative, management or boards of State-owned corporations, and where applicable, for the purposes of subparagraphs (i) to (v), shall include positions held at the Community or international level.

Note 2 : The term 'immediate family members' shall include the following:

- (i) the spouse, or any partner recognized by national law as equivalent tot the spouse;

- d. does not have any professional or private relation, participation, contractual relationship or obligation (including a non-competition clause) or any other circumstance that would (possibly) result in or create a situation of a conflict of interest (which arises amongst others when a person has, in a private capacity, private or professional interests that could influence or appear to influence the way in which s/he fulfils the duties and responsibilities entrusted to him/her within the framework of the Assignment). Each Party undertakes to immediately inform the other in the event of a change.
- e. will not give nor receive any gifts or hospitalities in the context of the Assignment, unless approved in writing by the **CLIENT**.

Upon written request by the **CLIENT**, the **SUPPLIER** should evaluate, at its expense, its performance in terms of the environment, ethics, human rights and sustainable purchasing. This evaluation will be run by a third party appointed by the **CLIENT**. In the absence of an assessment before the contract signature date, the **SUPPLIER** shall make sure that he gets its assessment done within 6 months from that date. The lack of assessment performed by the designated third party within this period will be considered by the **CLIENT** as a breach of contract entitling the **CLIENT** to suspend and/or terminate this Framework Service Agreement in accordance with the terms and conditions set out in this contract.

With regard to its own activities, the **SUPPLIER** undertakes to actively cooperate and act in such a way as to enable the **CLIENT** to comply with its legal duty of care obligations. As such, the **SUPPLIER** shall work, in particular, to implement the measures provided for in the Vigilance Plan as mentioned above (risk mapping, alert and reporting mechanism, etc.) and shall immediately alert the **CLIENT** of any serious breach or any element which may constitute a serious breach, in accordance with the above standards, as part of its relationship with the **CLIENT**.

The **CLIENT** has the right to request proof from the **SUPPLIER**, at any time, that it has complied with the requirements of this clause and to carry out audits or have audits carried out at any time, subject to giving advance notice and at its own expense. In the event of an audit, the **SUPPLIER** undertakes to give access rights to its premises and sites to the **CLIENT**'s employees, and to provide any information and/or documentation that the **CLIENT** may request to allow it to properly carry out the audit.

Any breach by the **SUPPLIER** of the provisions of this "Ethics and Sustainable Development" clause constitutes a contractual breach entitling the **CLIENT** to suspend and/or terminate this Framework Service Agreement in accordance with its terms and conditions.

Article 28 Protection of Personal Data

28.1. In order to conclude and execute the present Framework Service Agreement, the **CLIENT** needs to process, as controller, personal data relating to certain representatives and employees of the **SUPPLIER**, as well as to the Consultants. The **SUPPLIER** will ensure that the data subjects whose data it communicates to the **CLIENT** are properly informed and that the Privacy Statement available on Tractebel's website (<https://syngenia.com/privacy-statement/>) is sent to them.

28.2. If, under the Framework Service Agreement, the **SUPPLIER** acts as a data processor on behalf of the **CLIENT**, the Annex 2 "Data Processing Agreement" will apply to any processing carried out in this capacity.

28.3. Through the Statement of Commitments (Annex 1), the **SUPPLIER** shall ask its Consultant to comply with the applicable legislation, the Framework Service Agreement and its Annex 2, follow the procedures, and neither collect nor divulge any personal data that s/he may need to handle as part of the Assignment.

28.4. The Parties agree that if the applicable data protection legislation requires them to conclude a specific contract to ensure that data sharing is compliant (for example, in the event that data is transferred outside the European Economic Area), they will negotiate in good faith and sign such a contract.

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- (ii) the children and their spouses or partners; and
 - (iii) the parents.

Note 3 : The term 'Persons known to be close associates' shall include the following:

- (i) a natural person known to have joint beneficial ownership of a body corporate or any other form of legal arrangement, or any other close business relations with that politically exposed person;
- (ii) a natural person who has sole beneficial ownership of a body corporate or any other form of legal arrangement that is known to have been established for the benefit of that politically exposed person.

28.5. Any failure to comply with the obligations and statements contained in this clause and in the Annex 2 shall be considered a material breach entitling the innocent Party to suspend and/or terminate the Framework Service Agreement and/or the Order at its own discretion, and at the cost, expense and exclusive fault of the defaulting Party.

Article 29 Non-competition

29.1. Unless prior approval is obtained from the **CLIENT**, the Consultant shall refrain, for the duration of each Assignment and until one (1) year after the termination thereof, from participating on its own behalf or on behalf of the **SUPPLIER**, in any project (i) that he was entrusted to him during the Assignment, (ii) that belongs to the **CLIENT** and of which he became aware during the Assignment, and/or (iii) that the **CLIENT** is attempting to secure and of which he became aware during the Assignment.

29.2. The above acquaintance shall be considered irrefutably demonstrated if the **CLIENT** proves that it submitted an offer relating to that project or that it obtained the project from the same ordering party at the time the Assignment was being carried out by the Consultant.

29.3. Any violation of this clause can lead to the **SUPPLIER** being charged for damages of 20.000 EUR, without prejudice to the **CLIENT'S** right to prove its financial loss was greater and thus claim the entirety of the sustained damages from the **SUPPLIER**.

Article 30 Correspondence

30.1. Invoices are validly communicated in accordance with article 12.4.

30.2. All eventual formal notices relating to this Framework Service Agreement are validly served if sent by registered mail to the address of the Parties' registered office.

30.3. Other communication between the Parties regarding the performance of the Assignment may be validly sent by mail or e-mail.

30.4. Any communication between the Parties regarding the execution of the Assignment must be made through the **CLIENT'S** Assignment Coordinator.

Article 31 Independence of provisions

Should one or more of the provisions of this Framework Service Agreement be declared void, illegal or unenforceable in any way pursuant to applicable law, the validity, the legal and executory nature of the other provisions contained in this Framework Service Agreement shall remain entirely unaffected. The Parties shall make every effort to negotiate immediately and in good faith a legally valid substitutive provision.

Article 32 Non-exclusivity

This Framework Service Agreement holds no exclusivity obligations at any level whatsoever for either of the Parties. Both Parties are free to conclude similar services contracts with third parties.

Article 33 Non-solicitation

33.1. Without prejudice to what is provided in article 33.2, during the Assignment, the **CLIENT** must refrain from hiring the Consultant cited in the Order related thereto. This prohibition to hire is valid from the moment the **SUPPLIER** specifically proposes and names a potential candidate as an Consultant to manage the Assignment at stake. This prohibition does not apply when the **CLIENT** is able to prove that the candidate him/herself contacted the **CLIENT** or any of its Affiliated Entities before the candidate's presentation by the **SUPPLIER** or if the candidate had already been presented beforehand by another party to the **CLIENT** or any of its Affiliated Entities.

33.2. Twelve (12) months after the start of the Assignment, the **CLIENT** or any of its Affiliated Entities is entitled to conclude a contract directly or indirectly with the Consultant without having to pay any indemnity to the **SUPPLIER**.

33.3. The **SUPPLIER** must refrain from hiring the **CLIENT'S** personnel, directly or indirectly (via a third party) and regardless of the nature of their contractual relationship, for the duration of the Framework Service Agreement and the Orders.

Article 34 Dispute resolution

The Parties agree to attempt to resolve any disputes between them amicably and pledge to do their utmost to reach an amicable settlement.

Any dispute that cannot be resolved by the Parties' representatives will then be submitted to the Parties' general management in the form of a written request by the first Party to take action. Within ten (10) days of receipt of the summons to such a meeting or within any other delay mutually agreed by the Parties, the Parties' general management will hold talks to resolve the matter amicably.

If, however, no solution is reached within twenty (20) days of abovementioned meeting (or any other delay mutually agreed by the Parties), the courts of Brussels shall have exclusive jurisdiction to address any dispute in connection with this Framework Service Agreement.

Article 35 Applicable law

For all matters relating to this Framework Service Agreement, Belgian law applies.

Article 36 Entire agreement

It is expressly agreed that this Framework Service Agreement covers all of the Parties' agreements and commitments regarding the subject hereof. This Framework Service Agreement has precedence over and replaces all of the previous negotiations, agreements and contracts, written or not, between the Parties regarding the subject hereof.

Article 37 Counterparts

This Framework Service Agreement may be executed in identical counterparts, each of which shall be deemed an original, and all of which together shall constitute the Framework Service Agreement. The Parties may opt to deliver this Framework Service Agreement by electronic means. Each Party agrees that the delivery of the Framework Service Agreement by electronic means shall have the same force and effect as delivery of original counterpart.

IN WITNESS WHEREOF, the Parties have executed this Framework Service Agreement through their duly authorized representatives in two (2) original counterparts or in one (1) valid electronically signed form, each Party having received one counterpart.

**Voor
XXX**

**Voor
SYNGENIA nv**

**XXX
Consultant**

**Alexandra Talbot
Chief HR, QHSSE & E&C Officer**

Aimé Isabane
Chief operations Director

Annexes to this Framework Service Agreement:

- Annex 1 – Statement of Commitments (to be signed by the Consultant)
- Annex 2 – Data Processing Agreement
- Annex 3 – Job Post Health and Safety Fact Sheet