

LUMINUS GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1 Scope of application of the Terms and Conditions

1.1 *Scope of application of the Terms and Conditions* - These Terms and Conditions (as negotiated between the Parties) shall apply to all Agreements with respect to the purchase of Professional Services.

1.2 *Entire Agreement* - The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof 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.

1.3 *Supplier's terms and conditions* - 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. Notwithstanding any provision to the contrary in any contractual document, if Luminus' Purchase Order(s), Specific Agreement(s) and/or Frame Agreement refer(s) to an offer received by the Supplier, such reference shall always exclude any reference to the terms and conditions of Supplier in Supplier's offer.

1.4 *Order of precedence* - If and to the extent that there is any conflict between the provisions of the documents constituting the Agreement the conflict shall be resolved in accordance with the following order of precedence: the Specific Agreement(s) (if any), the Frame Agreement (if any), the Purchase Order(s) (except for any reference to the terms and conditions of Supplier in Supplier's offer), the Terms and Conditions, the Specifications.

2 Definitions

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

Agreement: the entirety of contractual documents (including, for the avoidance of doubt, any contract schedules and annexes, and Luminus' policies referred to in these Terms and Conditions and duly communicated to the Supplier) constituting the agreement between Luminus and Supplier, consisting of the (i) Frame Agreement, the Specific Agreement(s) (if any), the Purchase Order(s), these Terms and Conditions and the Specifications, or (ii) these Terms and Conditions, the Purchase Order or Purchase Orders with the same subject matter and the Specifications;

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

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

Day: a calendar day;

Deliverable: any output (in whatever form) of Professional Services which may be developed, created or modified by the Supplier pursuant to the Agreement;

Documentation: instructions and manuals supplied with or to be supplied with the Professional Services in accordance with the Agreement, whether intended for support and/or technical staff or for end-users, and whether in printed or in electronic form;

Fees: the charges paid or payable by Luminus to Supplier for the provision of the Professional Services in accordance with the provisions of the Agreement;

Final Acceptance: means the milestone of final acceptance of the Deliverable under the Agreement.

Final Acceptance Criteria: means the criteria set forth in the Frame Agreement, the Specific Agreement(s) and/or the Purchase Order that need to be fulfilled in order to achieve the milestone of Final Acceptance in accordance with the acceptance procedure set forth under clause 17 of these Terms and Conditions.

Force Majeure Event: any event beyond the control of the affected Party, the occurrence of which could not reasonably have been foreseen and the consequences of which could not be overcome, which prevents the affected Party from performing some or all of its obligations under the Agreement. Supplier's Staff shortage or labor disputes shall not be considered Force Majeure Events;

Frame Agreement: any contractual document signed by duly authorized representatives of both Parties, (i) under which one or multiple Purchase Orders are issued by Luminus or (ii) under which one or multiple Specific Agreements are signed, which refers to these Terms and Conditions, regardless of the title given to the contractual document by the Parties; the Framework Agreement shall not be considered as a Purchase Order or any commitment to purchase Professional Services;

Good Industry Practice: the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a suitably skilled, trained and experienced person providing services similar to the Services to a customer similar to Luminus;

Guarantee Period: the period between Provisional Acceptance and Final Acceptance which should be of three (3) months unless otherwise agreed in the Agreement, whereas the Guarantee Period shall never expire before the Final Acceptance and, as a consequence, be extended if necessary;

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, trade secrets, utility models, supplementary protection certificates, registered trade marks, designs, and any other similar rights in any part of the world;

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

Luminus Affiliate: any entity that is affiliated or associated with Luminus in the meaning of art.1:20 and 1:21 of the Belgian Companies Code.

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 data generated by the Supplier in the framework of the supply of the Professional Services, including data relating to Luminus' customer database, procedures and knowledge, which may include personal data;

Luminus 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 Luminus, together with any modifications or enhancements thereto;

Luminus Supplier Portal: a cloud-based platform to which

the Supplier shall be granted access as part of the Luminus supplier onboarding process;

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

Professional Services: all professional services provided by the Supplier to Luminus under the Agreement including, but not limited to, consultancy services, development services, installation services, implementation services; the term Professional Services shall always include the Deliverable(s) set forth in the Agreement;

Provisional Acceptance: means the milestone of provisional acceptance of the Deliverable under the Agreement.

Provisional Acceptance Criteria: means the criteria set forth in the Frame Agreement, the Specific Agreement(s) and/or the Purchase Order that need to be fulfilled in order to achieve the milestone of Provisional Acceptance in accordance with the acceptance procedure set forth under clause 17 of these Terms and Conditions.

Purchase Order: document sent by Luminus via the Luminus Supplier Portal and to be acknowledged by the Supplier in accordance with clause 8.1, which sets out the Professional Services purchased under the Agreement and which refers to these Terms and Conditions;

Specifications: the contractual and/or technical specifications with respect to the Professional Services purchased by Luminus, including but not limited to service level agreements, statement of works and technical details, which are stated (i) in (a) document(s) referred to in the Purchase Order(s), the Specific Agreement(s) and/or Frame Agreement which, and/or (ii) in the Purchase Order itself;

Specific Agreement: any contractual document signed by duly authorized representatives of both Parties which refers to a Frame Agreement and under which one or multiple Purchase Orders are issued by Luminus, regardless of the title given to the contractual document by the Parties.

Supplier: the natural or legal person or association with whom Luminus has concluded the Agreement, as indicated in the Frame Agreement, the Specific Agreement(s) and/or the Purchase Order(s);

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

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;

Staff: those persons employed or engaged by the Supplier on a self-employed basis from time to time to provide the Professional Services. The definition of "Staff" will also include the staff of any subcontractor of Supplier appointed under the Agreement who are providing the Professional Services from time to time;

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

3 Object and performance of the Agreement

The Supplier agrees to provide to Luminus the Professional Services in accordance with the provisions of the Agreement.

4 Amendments to the Agreement

When Luminus, before or during the performance of the Agreement, wants to change the content of the Agreement, it notifies the Supplier as soon as possible. Parties must, within a

reasonable period of time, but in any case not exceeding thirty (30) Days after the date of receipt of the aforementioned notification, try to reach an understanding about these changes to the Agreement, which can only be materialized in writing (i) by the issuance by Luminus of an addendum to the relevant Agreement(s), and/or (ii) by the signature of an addendum to the relevant Frame Agreement and/or Specific Agreement(s) by duly authorized representatives of both Parties.

5 Relief event

The Supplier shall notify Luminus in writing without delay (and in any case no later than within ten (10) Business Days after Supplier has become aware or should reasonably have been aware) if Luminus fails to, or threatens to fail to, comply with any of its obligations under the Agreement. This notification shall be addressed according to the specific rules on governance or to the contact person, as mentioned in the 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' failure), Supplier cannot invoke such non-compliance by Luminus in order to justify non-compliance with any of its own obligations.

6 Fees, invoicing and payment

6.1 *Fees* - In consideration for the due and proper provision of the Professional Services, Luminus agrees to pay the Supplier the Fees as set out in the Agreement.

The Fees (i) can only be changed in accordance with clause 4 of the Terms and Conditions; (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.

Unless otherwise agreed in the Agreement and only at the specific prior written request or prior written approval from Luminus, in case of (i) overtime outside normal business hours (normal business hours = 7am-7pm on weekdays) or on a Saturday, the Supplier is requested to charge that overtime at 150% of the agreed daily rates and (ii) overtime on a Sunday or on Belgian public holidays, the Supplier is entitled to charge that overtime at 200% of the agreed daily rates.

Unless otherwise agreed in the Agreement and only at the specific prior written request or prior written approval from Luminus, in case of on call duty outside normal business hours as stated above and for a minimum duration of 2 subsequent hours, the Supplier is entitled to receive a fixed fee of 60 EUR per day on which such on call duty is requested.

No amounts will be payable to the Supplier for the provision of Professional Services unless and to the extent expressly provided in the Agreement and unless ordered by means of a Purchase Order sent to the Supplier.

The Fees for the provision of Professional Services shall be deemed to include (i) any services, functions and responsibilities (including incidental services, functions or responsibilities) not expressly specified in the Agreement 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 Professional Services; (ii) any assistance Luminus may reasonably request in respect of the supply and/or receipt of the Deliverable(s) and/or the Professional Services.

6.2 *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. The Supplier will submit via the Luminus Supplier Portal the Fees to be invoiced for the performance of its obligations under the Agreement, the time reports (if applicable) and a description of the performed tasks and, if applicable, the Documentation to Luminus for approval prior to actual invoicing. After approval by Luminus via the Luminus Supplier Portal, the Supplier will send the invoice to Luminus via the Luminus Supplier Portal.

The Supplier shall invoice Luminus in accordance with the payment schedule and provisions set out in the Agreement.

6.3 Payment - Undisputed invoices submitted in accordance with clause 6 are payable within sixty (60) Days as from the date of the invoice.

The Supplier may verify the payment status of its invoices via the Luminus Supplier Portal. If any payment to the Supplier is delayed, the Supplier shall notify Luminus either by registered letter accompanied by a copy of the relevant invoice, or via the Luminus Supplier Portal. If Luminus fails to pay the undisputed invoice or part thereof within thirty (30) Business Days of receiving such notice, then the Supplier will be entitled to charge interest to an outstanding amount at a rate equal to the interbank offered rate for one month in the euro zone (EURIBOR-one month). The interbank rate applicable shall be the rate in force on the last Business Day of the month preceding the month of issue of the invoices, increased by 3 interest points.

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 the Agreement.

If at any time Luminus has overdue receivables under the Agreement or any other contract between the Parties, it shall have the right to set off these receivables against sums billed by the Supplier under the terms of the Agreement.

6.4 Fixed price – Except as otherwise agreed between the Parties in the Agreement, the Fees for the provision of Professional Services are deemed to be at a fixed price for the entire term of the Agreement including any extension/renewal of the Agreement.

6.5 Training – The Parties agree that time spent by Supplier and/or Supplier's Staff on training including but not limited to training courses, project inductions, refresher trainings or acclimation programs, shall not be considered as Professional Services and thus shall not be invoiced to Luminus, except if such trainings relate to specific topics and have been specifically requested by Luminus. All costs and charges in relation to such training shall be at Supplier's exclusive charge.

7 Follow-up agreements and Luminus Affiliates

7.1 Follow-up agreements – Supplier commits, at Luminus' request, to negotiate in good faith with Luminus to enter into follow-up agreements that are in relation to the Agreement and to propose conditions that are at least at arm's length with the conditions in the related Agreement.

7.2 Luminus Affiliates – Supplier expressly authorizes Luminus Affiliates to make reference to and use this Agreement without having to negotiate new conditions. For this purpose any reference to Luminus will be interpreted as a reference to the Luminus Affiliate.

8 Term and termination

8.1 Term - The Agreement shall be entered into for the term indicated in the Frame Agreement, the Specific Agreement(s) (if any) or the Purchase Order(s). The Agreement shall enter into force (i) at the moment the Frame Agreement is signed or

(ii) if no Frame Agreement is signed, at the moment the Purchase Order is acknowledged by the Supplier via the Luminus Supplier Portal within the time-period specified in such Purchase Order, or within 5 (five) calendar 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. In case of time and material based Professional Services, Luminus shall be entitled to extend the initial term of the Agreement for a maximum additional period of twelve (12) months by sending to the Supplier a written notice at least one (1) month before the end of the initial term of the Agreement.

8.2 Termination for convenience – Without prejudice to art.5.75 of the Belgian Civil Code, Luminus may terminate the Agreement, whether entered into for a definite or an indefinite term, in whole or in part, for convenience at any time upon providing thirty (30) Days' notice without any compensation being due to the Supplier.

8.3 Termination for cause - Without prejudice to its other rights and remedies under the Agreement or at Law, either Party may terminate the Agreement immediately, without intervention of a judge, by written notice to the other Party, if the other Party (i) fails to remedy its breach of its obligations under the Agreement within thirty (30) Days of receipt of written notice of the breach; (ii) commits a breach of the Agreement and the breach is not capable of remedy; or (iii) ceases to trade or is unable to pay its debts as they fall due, makes an arrangement with its creditors or goes into administration, receivership, liquidation (other than as part of a solvent reorganisation), bankruptcy, judicial factory or any analogous insolvency proceedings in any jurisdiction.

8.4 Exit assistance and business continuity - Upon termination of the Agreement for whatever reason, Supplier shall cooperate with and assist Luminus with (i) the migration of Luminus Data, Luminus Material, Documentation and all other data in which Luminus have proprietary or license rights, and (ii) ensuring business continuity. If the Agreement is terminated following cause of the Supplier or for convenience by the Supplier, all costs for such exit assistance will be borne by Supplier. In the opposite case, Parties will endeavour to agree on the costs to be borne by Luminus for such exit assistance, if possible, based on the Supplier's rate cards.

9 Force Majeure

Neither Party will be liable for any delay in performing their obligations under the Agreement where such delay is directly caused by a Force Majeure Event that has been notified to the other Party in writing as soon as reasonably possible. Such notice shall clarify the reasons for the delay and the likely duration of the delay. The latter Party may, if that delay continues for more than one (1) month, terminate the Agreement immediately, in whole or in part, by giving notice in writing to the affected Party without any compensation or indemnity being due to the affected Party.

The Parties agree that the applicability of the article 5.74 of the Belgian Civil Code is explicitly excluded from this Agreement.

10 Intellectual Property Rights

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

10.2 *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.

10.3 *Supplier warranty* - The Supplier declares that it is the rightful owner of the Intellectual Property Rights to all Professional Services (including Deliverables) under the Agreement, and that it is entitled to assign or license those rights in accordance with the terms of the Agreement. If those Intellectual Property Rights are the property of third parties, the Supplier shall inform Luminus thereof in advance and 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 in accordance with the terms of the 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 Professional Services purchased under the Agreement and used by Luminus for its intended purpose do not infringe any third party's rights including third party's Intellectual Property Rights.

10.4 *Indemnification* - The Supplier shall defend and indemnify at its own expense Luminus against any claim, loss, damage or cause of action based on an infringement of any third party's Intellectual Property Rights by the Professional Services.

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' prior authorisation for any decision having an impact on Luminus' image or involving any consequences whatsoever for Luminus.

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

Supplier shall not be held liable if the infringement of the third party's Intellectual Property Rights is exclusively based on one of the following situations: (i) modification of any Professional Services by parties not authorized by Supplier, (ii) use of any Professional Services in combination with other products prohibited by Supplier, or (iii), Luminus' continued use of Professional Services after having received written notice from Supplier to discontinue only to the extent that such notice has been made in accordance with the terms of the Agreement.

10.5 *Intellectual Property Rights in Deliverables* - Unless otherwise agreed in the Agreement, without prejudice to clause 10, 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. Without limiting the generality of the foregoing, in the event the Deliverables contain Supplier Material, the Supplier will grant to Luminus a perpetual, worldwide, non-exclusive, transferable, sublicenseable and

non-revocable license to use, copy, modify, and adapt the Supplier Material as incorporated into the Deliverable so as to gain the full benefit of the Professional Services and Deliverables provided by the Supplier.

10.6 *Third party material* - If the Supplier incorporates third party material in any Deliverable, the Supplier shall procure that Luminus is granted a license in the same terms as set out in clause 10.5.

11 IT security and data

11.1 *IT security* - If the Supplier needs to access the Luminus internal IT network in the context of the Professional Services, the Supplier shall take all appropriate and proportionate technical, operational and organizational measures to manage the risks posed to the security of network and information systems in accordance with Good Industry Practice to minimize any risks in respect of the security of the Services. In particular, the Supplier shall at least comply with:

- (i) Luminus' IT security requirements and policies, as communicated by Luminus to the Supplier in writing;
- (ii) the Supplier's own internal security standards;
- (iii) the security requirements set out in the data processing agreement entered into between the Parties (if any); and
- (iv) any other cybersecurity framework standards (e.g. NIST CSF, ISO 27001 / ISO 27002, CIS Controls, IEC 62443, etc.) which the Supplier has agreed to comply with under the Agreement.

11.2 *Luminus Data*. Luminus Data shall be considered private and confidential. Luminus shall retain all rights, title and interest in Luminus Data. Supplier shall, as soon as reasonably practicable, return (in a usable format), or, if Luminus so elects, permanently destroy (and in the case of such destruction, certify, on reasonable notice, that such destruction has taken place) such Luminus Data: (a) at Luminus' request; (b) on termination or expiry of this Agreement; and/or (c) when the Luminus Data is no longer required by the Supplier in order to provide the Services.

Unless instructed or allowed otherwise by Luminus, the Supplier shall not, and shall not allow or facilitate any third party to:

- (a) disclose, use, modify, store, copy or adapt the Luminus Data, unless specifically and expressly required for the purposes of complying with its obligations under this Agreement;
- (b) merge or combine the Luminus Data with other data; or
- (c) remove any proprietary or copyright notices contained within or relating to the Luminus Data, except as may be necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised by Luminus.

Where requested by Luminus, the Supplier shall facilitate the sharing of Luminus Data with third parties. The Supplier agrees in this respect to provide Luminus with an exhaustive specification of all data and digital assets that can be ported.

11.3 Supplier may be required under the Agreement to process (use, modify, store, etc.) personal data within the meaning of applicable data protection law and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

With respect to such processing (and without prejudice to any data processing agreement entered into between the Parties), 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 insofar as this is possible, for the fulfilment of Luminus' 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 **Error! Reference source not found.** and the applicable European and Member State law and regulation regarding data protection and/or privacy.

12 Liability

Notwithstanding any provision to the contrary in the Agreement, nothing in the Agreement excludes or limits either

Party's liability for (i) fraud, wilful misconduct, gross negligence, damage to material or real property (real estate and tangible property), death and/or bodily injury, (ii) Supplier's non-compliance with clauses 10, **Error! Reference source not found.**, 14 and 16.5 of the Terms and Conditions, and (iii) matters that cannot, as a matter of Law, be limited or excluded.

Without prejudice to the first paragraph of this clause 12, the total liability of either Party to the other arising out of or in connection with the Agreement shall not exceed the greater of (i) two hundred fifty thousand euro (250.000 EUR), or (ii) two hundred percent (200%) of the Fees paid or payable under the Agreement.

If the above-mentioned total liability amount is reached, Luminus is entitled to terminate the Agreement with immediate effect, without court intervention and without any indemnity being due, by sending a termination notice to the Supplier.

Any claims under this Agreement shall be made only against Luminus. The Supplier waives any tort claim against Luminus and its affiliated and associated companies, as well as against their respective directors, officers and personnel (whether through an employment contract or self-employed) that are involved in the performance of this Agreement, regardless of the specific cause of damage.

Without prejudice to the first paragraph of this clause 12, neither Party shall be liable to the other for loss of profit or revenue or loss of customers.

13 Insurance

The Supplier warrants that, during the entire term of the Agreement, it has taken out insurance to cover its general liability (including without limitation public liability, contractual liability and liability for property and personal injury) 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.

14 Confidentiality

The Parties undertake to keep strictly confidential and safe all Confidential Information. Without the disclosing Party's prior written consent, the receiving Party shall not use, copy, adapt, alter, disclose or grant access to Confidential Information, except to its personnel, authorized subcontractors or other third parties to the extent required to perform its obligations under the 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 that are no less onerous than those described in this clause 14. The receiving Party shall promptly notify the disclosing Party of any unauthorised possession, use or knowledge, or attempt thereof, of the Confidential Information by any third party of which the receiving Party becomes aware.

The receiving Party shall return or destroy all Confidential Information it received in connection with the Agreement upon request of the disclosing Party 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 Supplier and Supplier's Staff shall agree in writing that Supplier's Staff must keep Confidential Information strictly confidential in accordance with the terms and conditions of the Agreement. Supplier shall provide Luminus with a copy of the written agreement with its Staff at Luminus' first request

The obligations of the receiving Party under this clause 14 shall be valid for the duration of the Agreement and shall remain in effect five (5) years after the Agreement is terminated for whatever reason.

15 Inspections and audits

Subject to ten (10) Days prior notice and during normal business hours, Luminus and/or its external advisors (who may not be direct competitors of the Supplier, unless the Parties agree otherwise) have the right to conduct an audit, with a maximum of one (1) per calendar year (except where an audit is required by Luminus regulatory supervisory bodies and/or in case of suspected fraud), in order to (a) verify the accuracy and correctness of all Fees and invoices relating to this Agreement, (b) examine the Supplier's performance of the Services and compliance with its obligations under this Agreement; and/or (c) carry out any other audit activity related to the Agreement to the extent required pursuant to any applicable Laws. Any direct costs related to the inspection and audits shall be borne by Luminus, unless the audit reveals a breach of its obligations by Supplier.

16 Supplier and Supplier Staff

16.1 *No employer authority on Staff* - In no case shall Luminus exercise, or be deemed to exercise, a partial or complete employer's authority on members of the Staff. The members of the Staff shall not receive instructions from Luminus (other than general guidelines relating to well-being at the work place and safety) concerning the actual execution of the Agreement. Notwithstanding the above, in accordance with article 31 of the Belgian Law of 24 July 1987 on temporary and interim work and the provision of employees to third-party users, Luminus shall be entitled to give instructions to the Supplier's employees solely in connection with the execution of the Agreement with regards to technical, operational and practical aspects (including "well-being at work place / safety" aspects) of the performance of the Professional Services, which (i) include planning and scheduling the Professional Services, opening and closing times of Luminus site/workplace, access to Luminus locations, premises and/or facilities, access to Luminus IT infrastructure and related IT security processes, and (ii) can be listed further in writing without a need for an amendment of the Agreement. Luminus may in this respect request Supplier to use specific reporting tools (e.g. for time registration). The Parties acknowledge that giving such instructions will not be considered exercising any employer's authority by any means. In case a Supplier or a member of its Staff is providing the Professional Services on a self-employed basis, they shall not receive any instructions from Luminus (other than general guidelines relating to well-being at the work place and safety) in relation to the provision of the Professional Services, nor will Luminus perform any complete or partial employer's authority.

16.2 *Supplier's representation* - The Supplier warrants that no member of the Staff shall, under any circumstance or at any time, be presented or considered as an employee of Luminus. As a consequence, no member of the Staff or any Supplier will be able to initiate a claim against Luminus based on any alleged employer's authority.

16.3 *Labour legislation, Social security, tax* - The Supplier shall be solely responsible for the payment of social security contributions and taxes related to himself or the members of the Staff. The Supplier shall comply with every current and future obligation regarding its activities in Belgium. Particularly, in order to guarantee the implementation of the Agreement, the Supplier shall be responsible for this affiliation to ONSS in Belgium and shall comply with every corresponding obligation with regard to his Staff in Belgium.

The Supplier moreover commits to, both with respect to the performance of this Agreement and to its activities in general,

to comply with any and all mandatory legislation that applies to the Supplier and its activities, including (without limitation) the Belgian Law of 5 March 2002 on the secondment (*détachement / détachement*) of workers, the payment of a minimum wage to the Staff, legislation with respect to the employment and/or accommodation of foreign employees, DIMONA, DmfA, etc.

The Supplier shall provide proof of compliance with its obligations under this clause 16 at Luminus' simple request. Moreover, the Supplier shall immediately notify Luminus of any non-compliance, whether voluntary or not, with its obligations under this clause 16.

16.4 *Payment of Staff* – Luminus expressly draws the Supplier's attention to the fact that information regarding the wage due is contained on the following website of the "FOD WASO": <https://www.minimulonen.be/> / <https://salairesminimums.be/> and on the website of the "FOD WASO" itself: www.werk.belgie.be. The Supplier confirms that it pays and will pay the salary due to its employees. In particular, in the event of receipt of a notice of inspection pursuant to Articles 35/1, 35/2 and 35/3 of the Belgian Law of 12 April 1965 on the protection of employees' wages, finding that Supplier is in serious breach of its obligation to pay to its employees in a timely manner the wages to which they are entitled, Luminus reserves the right to terminate this Agreement immediately and without warning.

16.5 *Employment of foreign Staff* – Supplier commits not to employ Staff under this Agreement who are not in the possession of the required (valid) residence and/or work permit to legally reside/work in Belgium. Moreover, the Supplier guarantees that it will comply with its legal obligations relating to the assignment in Belgium of foreign staff members (the "Limosa" declaration) and that it does not and will not employ foreign workers who reside illegally in its country or in any other country as stipulated in article 3 of the Belgian Law of 11 February 2013. Luminus is entitled to deny access to its premises (or other workplaces) to Staff who do not meet or who cannot demonstrate to meet all of the above conditions. In such cases, the Supplier will not be entitled to any damages or compensation.

16.6 *Health and safety* – The Supplier agrees to strictly comply with all health and safety related obligations referred to under article 20.3 hereof, failing which Luminus can take all necessary steps in this respect at the Supplier's expense.

In the event of a work accident involving Supplier Staff, the Supplier shall immediately (i.e. the same day) inform Luminus to allow the latter (i) to investigate the accident and (ii) to timely send a detailed report to the competent authorities and to all concerned parties. The Supplier shall provide all necessary cooperation to Luminus, the competent authorities and the concerned parties in this respect and shall bear all related costs.

16.7 *Luminus' internal rules and policies* - The Supplier guarantees that the Staff will comply with Luminus' internal rules and policies, which are required to be respected for the good performance of the Professional Services, particularly as far as safety and well-being at work are concerned. The Supplier states and acknowledges that it has received every relevant document on this subject from Luminus.

16.8 *Termination and Indemnification* – In case of material breach by the Supplier of its obligations under this clause 16, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement without paying any indemnity to the Supplier for such termination. Moreover, the Supplier shall indemnify, defend and hold Luminus harmless from and against any and all third

party claims, liabilities, losses, and expenses associated with any infringement of this clause 16 by itself and/or its subcontractor and/or any member of their Staff. The Supplier shall be fully responsible for the management of, and the acts and omissions of, all Staff in the provision of the Professional Services and shall indemnify Luminus in relation to any liabilities it incurs in relation to any such acts or omissions.

16.9 Quality and replacement - The Supplier undertakes that it will only use technically competent and properly trained and qualified persons as Supplier Staff in the provision and performance of the Professional Services. The Supplier will render its Professional Services in continued and structured consultation with Luminus. Luminus and the Supplier will each appoint a contact person as authorized representative regarding the proper performance of the Professional Services.

In the event that the performance of the Professional Services by a Supplier Staff member is found to be unacceptable by Luminus, the authorized representative of Luminus will inform the authorized representative of Supplier in writing thereof. If so requested by Luminus, the Supplier will provide a replacement within five (5) Days of said notice.

The Supplier agrees to ensure a continuous assignment of Staff to perform Professional Services hereunder. Should a member of the Supplier's Staff assigned to performance of the Professional Services leave the Supplier temporarily or permanently, the Supplier agrees to inform Luminus of such leaving and to replace such member promptly. Any resulting reassignment by the Supplier of its Staff assigned to perform Professional Services under the Agreement must be with one month's prior notice to and/or prior consultation with Luminus and the replacement Staff shall have substantially equivalent or better qualifications than the member of the Staff being replaced. Furthermore, the Supplier shall ensure a seamless transfer of knowledge between the person(s) newly assigned and the person(s) who have left is correctly done. Luminus will not be charged for any replacement or costs related thereto – even if such a replacement has taken place in accordance with the above paragraphs – while the replacement acquires the necessary orientation and the Supplier shall indemnify Luminus against all liabilities that may arise as a result of such replacement. Supplier will bear all costs, expenses and charges in relation to the aforementioned replacement.

16.10 Subcontractors – Supplier's obligations of this clause 16 shall apply mutatis mutandis to any subcontractors involved by the Supplier in the performance of its obligations under this Agreement.

17 Deliverable acceptance procedure

17.1 General provision - If the Agreement indicates that a Deliverable shall be provided by Supplier to Luminus, the acceptance procedure set out in this clause 17 shall apply, unless the Parties have agreed otherwise in writing in the Specific Agreement or the Specifications. The Deliverable shall never be deemed to have been accepted tacitly.

17.2 Provisional Acceptance - The Provisional Acceptance Criteria shall be specified in the Frame Agreement, the Specific Agreement(s) and/or the Purchase Order. If Supplier believes that the Deliverable is ready for Provisional Acceptance, Supplier shall notify Luminus thereof and Luminus shall control within a reasonable period of time whether the Deliverable respect the Provisional Acceptance Criteria. If the Deliverable is not in conformity with Provisional Acceptance Criteria, Supplier shall immediately re-perform the Professional Services at its own costs in order to ensure that the Deliverable is in compliance with the Provisional Acceptance Criteria.

17.3 Final Acceptance - The Final Acceptance Criteria shall

be specified in the Frame Agreement, the Specific Agreement(s) and/or the Purchase Order. If, at the end of the Guarantee Period, Supplier believes that the Deliverable is ready for Final Acceptance, Supplier shall notify Luminus thereof and Luminus shall control within a reasonable period of time whether the Deliverable respect the Final Acceptance Criteria. If the Deliverable is not in conformity with Final Acceptance Criteria, Supplier shall immediately re-perform the Professional Services at its own costs in order to ensure that the Deliverable is in compliance with the Provisional Acceptance Criteria.

17.4 Termination – If during two subsequent acceptance procedures, the same Deliverable is found not to be in conformity with the Provisional Acceptance Criteria and/or Final Acceptance Criteria, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement, in whole or in part, without paying any indemnity to the Supplier for such termination.

18 Service level agreement

18.1 General provision - If the Agreement indicates that the Professional Services shall be provided by Supplier to Luminus in accordance with the services levels set forth in the service level agreement provided in the Specifications, the present clause 18 shall apply, unless the Parties have agreed otherwise in writing in the Specific Agreement or the Specifications.

18.2 Fee reduction –If the Supplier fails to provide the Professional Services in compliance with the service levels, Luminus shall be entitled, except otherwise agreed in the service level agreement, (i) to receive a Fee reduction on its next invoice equivalent to the amount of ten (10) % of the monthly Fee under the Agreement or (ii) to be reimbursed part of the Fees prepaid for the Professional Services equivalent to the amount of ten (10) % of the monthly Fee under the Agreement. The Parties agree that the fee reduction is not a private penalty but a reduction of the amounts due to the Supplier following the decreased value of the Services rendered by the Supplier. The Parties moreover agree that a fee reduction shall not be the sole and exclusive remedy in relation to the missing service levels and shall be without prejudice to Luminus' other rights and remedies under the Agreement, including the right of Luminus to claim compensation for the actual damages suffered.

18.3 Reporting – Supplier shall be obliged to provide Luminus on a monthly basis with a written report detailing the service levels achieved during the last month. If Supplier does not comply with this clause, the Supplier is deemed to have not complied with the service levels.

18.4 Termination - If during two subsequent months the Supplier does not comply with the service levels, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement, in whole or in part, without paying any indemnity to the Supplier for such termination.

19 Professional Services warranty

19.1 Professional Services - Supplier warrants to perform the Professional Services (i) with the relevant and necessary expertise, diligence and professionalism; (ii) in accordance with Good Industry Practice; (iii) strictly in accordance with the Agreement, including the Specifications; and (iv) in accordance with any applicable laws and regulations.

19.2 Remedy for breach of warranty – Without prejudice to

Luminus' other rights and remedies, for a breach of the Professional Services warranty, Supplier shall, at Luminus' sole choice: (i) re-perform the Professional Services at Supplier's sole costs, or (ii) refund the portion of the Fees paid by Luminus that relate to the non-conforming Professional Services.

19.3 *Business continuity* - Supplier will ensure that information and data, including Luminus Data, located in systems under its responsibility is properly backed up and also that arrangements are made for recovery processes to be installed to minimize any potential disruption to Luminus' business. The Supplier is required to ensure that proper measures are in place to enable continuation of Professional Services in the event of unexpected disruptive events.

19.4 *Due diligence* - The Supplier acknowledges that it has received all relevant information and documentation to perform the Professional Services, that it has made its own enquiries with respect to the accuracy, completeness and adequacy of such information and documentation and that it has been able to raise due diligence questions to Luminus in this respect.

20 Sustainable procurement

20.1 *Supplier Code of Conduct* - Supplier acknowledges that it has reviewed and warrants that it will adhere at all times to the Luminus Supplier Code of Conduct ("*Gedragscode voor leveranciers*" / "*Code de conduite des fournisseurs*"), as available on www.luminus.be.

More generally, Supplier warrants to respect at all times all applicable national and international Laws relating to (i) fundamental human rights (including as stated in the United Nations Declaration of Human Rights, the European Union Charter of Fundamental Rights and the Conventions made under the International Labour Organization), (ii) fraud, bribery and corruption in all its forms, (iii) anti-money laundering, (iv) trade embargoes and terrorism, (v) environmental protection, and (vi) competition law.

Any breach by the Supplier of its commitments under this article 20.1 shall constitute a contractual breach entitling Luminus to suspend and/or terminate the Agreement in accordance with article 8.3.

20.2 *Ethical Reporting* – Supplier may confidentially report conduct that it considers to be illegal or unethical, whether relating to employment, labour, work environment, information management, environmental protection, possible conflicts of interest, unfair trade practices, thefts or otherwise by sending an e-mail to ethics@luminus.be.

20.3 *Health, Safety, Environment and Energy* - When providing Professional Services on site, Supplier shall strictly comply with (i) Luminus' "Health, Safety, Environmental and Energy Conditions for Contractors" (DC 1101) (the "HSEe Conditions", as made available by Luminus to Supplier) and (ii) any other Luminus' rules and requirements that have been communicated by Luminus to Supplier in writing. If requested by Luminus, Supplier shall use the "Onyx One" contractor management tool (or any successor tool, as duly communicated from time to time by Luminus) for purposes of contractor registration and monitoring of HSE trainings to be followed by Supplier Staff.

Supplier acknowledges that Luminus' HSEe management system is certified for the following standards: ISO 14001 (environmental management systems), ISO 45001 (health and safety management systems) and ISO 50001 (energy management systems). If requirements imposed by these ISO certifications are passed on to Supplier as part of the

Agreement, Supplier accepts that Luminus may assess and evaluate compliance with these requirements in accordance with article 15 at any time both during the term of the Agreement and upon completion thereof.

21 Miscellaneous provisions

21.1 *No exclusivity* - Nothing in the Agreement shall be deemed to confer the Supplier with any kind of exclusivity in the provision of similar or identical Professional Services nor shall restrict Luminus from dealing with third parties other than the Supplier in respect of the Professional Services similar or identical to those described in the Agreement.

21.2 *Assignment and subcontracting* – Neither Party can assign to a third party any of its rights and obligations under the Agreement without the express prior written consent of the other Party, which consent shall not be unreasonably withheld. The affiliates of the Parties will not be qualified as third parties for this clause 21.2. In this latter case, the assignment to the affiliate must be notified to the other Party. The Supplier is allowed to hire subcontractors to carry out any of its obligations under the Agreement, subject to the Supplier (i) notifying Luminus on beforehand in writing of the identity of the subcontractor involved, and (ii) remaining jointly liable for any acts, or failures to act, of its subcontractors. The Supplier shall procure that any subcontractor complies with the terms of the Agreement, and for these purposes all references to the Supplier should therefore be read as if they were references to the subcontractor concerned.

21.3 *Supplier identity* - The Agreement is concluded taking into account the identity of the Supplier. In case of change of identity of the Supplier, for example by merger or change of control, Supplier shall inform Luminus thereof in writing and Luminus will have the right to terminate the Agreement immediately for reasonable grounds 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.

21.4 *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.

21.5 *Conflict of interest* - If the Supplier or its Staff has a directly or indirectly, through business, investment or family a financial interest in any entity or individual with which Luminus has an Agreement and this financial interest could reasonably be considered to imply a possible conflict of interest within the performance of its missions under the Agreement, then the Supplier must disclose this interest to Luminus.

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

21.7 *No reference* – Unless otherwise agreed by Luminus in writing, Supplier shall not (i) use Luminus' logos and trademarks or (ii) make news releases, public announcements or other general public disclosures relating to the Agreement, its existence, its subject matter, or its terms and conditions.

21.8 *Governing law* - The Agreement shall be governed by Belgian law.

21.9 *Jurisdiction* - 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.

21.10 Clerical Errors –Both Parties may correct clerical errors in the Agreement by providing notice by email and a reasonable opportunity for the other Party to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of Software, Hardware or Professional Services ordered under the Agreement.