

## GENERAL SERVICE CONDITIONS

**CERTECH (hereinafter CERTECH) have developed considerable expertise in specific fields of chemical and materials technology and are offering contract scientific and technology development services.**

**The contractor (hereinafter COMPANY) has technology based operations and wants to contract CERTECH to assist, analyse, investigate or develop specific areas of interest (hereinafter PROJECT).**

### **ARTICLE 1: OBJECT**

CERTECH commits itself to completing, for the account of the COMPANY, the PROJECT as agreed in writing between the parties.

The PROJECT shall enter into force on the date of receipt by CERTECH of a written approval of the COMPANY of its offer. Through its approval, the COMPANY acknowledges receipt and approves the GENERAL SERVICE CONDITIONS properly referred to in CERTECH offer.

CERTECH commits itself to provide the COMPANY services in line with best professional practices. In case where services relate to research activities, CERTECH commits to provide contracted resources, but offers no guarantee on results.

### **ARTICLE 2: PAYMENT**

Depending on the extent of the PROJECT and mutually agreed conditions, electronic invoices shall be issued during the work and on completion of the PROJECT.

Eventual travel and related subsistence costs for personnel working on the PROJECT will be at the COMPANY's charge, after due approval of planned expenses.

All dues shall be paid within 30 days of invoice date.

Method and Currency of Payment: Payments must be made in Euros and should be performed by bank transfer. Payments by the COMPANY to CERTECH shall be made on the account ING BE87 3701 1282 1494 with a proper reference to the offer governing the PROJECT. The quotation prices are valid up to 2 months after the date of offer.

Invoices will be subject to an interest rate of 12 % per year in case of delayed payments.

### **ARTICLE 3: INTELLECTUAL PROPERTY AND OWNERSHIP RIGHTS**

Intellectual property

Each party retains all rights on its Pre-existing knowledge, which is defined as intellectual property rights and know how in a field identical or connected to the Project, which would be owned or controlled by the concerned party and which has been acquired previously or outside the Project.

Each party grants to the other a free non-exclusive licence for the use of its Pre-existing knowledge for the sole purpose of the execution of the Project.

CERTECH grants the COMPANY, at conditions to be defined non-exclusive licenses for the exploitation of its Pre-existing knowledge, as long as they are necessary for the exploitation of the Results of the Project.

Property of the Results of the Project

The Results of the Project refer to the data and knowledge generated in the course of the Project and described in the Project.

The Results of the Project are the property of the COMPANY.

CERTECH has the ownership of results generated by its employees other than the Results of the Project produced in the course of the work for the COMPANY. CERTECH decides freely about the appropriateness of filing a patent application or other forms of intellectual property protection.

CERTECH shall negotiate in good faith licensing condition to the COMPANY on its eventual inventions.

### **ARTICLE 4: PUBLICATIONS**

In the event CERTECH wishes to make a publication or a communication of scientific nature relating to the Results of the PROJECT, it submits a copy of the text to the COMPANY and request approval for publication. The COMPANY could suppress or modify details, which could harm the industrial or commercial exploitation of the Results of the Project. Such suppressions or modifications should not harm the scientific value of the publication. Moreover, the COMPANY could delay the publication or the communication during a period of time up to maximum six months from the date of the request for publication as long as information contained in the publication or the communication could harm the protection of intellectual property. The COMPANY notifies CERTECH of its reaction within six weeks after the introduction of the demand for publication or communication. In absence of reaction after such a delay, CERTECH has the right to consider the approval for publication as granted.

### **ARTICLE 5: CONFIDENTIALITY**

Each party shall refrain from providing third parties with Information that was received from the other party and qualified as confidential.

Each party shall notify in writing to the other party the parts of the Project for which it wishes to preserve confidentiality and ensure that "confidential" statements are printed on all concerned documents.

Each party shall treat those parts with the same degree of confidentiality protection as it would to preserve its own confidential Information and it shall ensure that its

employees and collaborators respect this obligation.

Each party commits to use the other party confidential information exchanged for the purpose of the project solely for the project and to refrain from using it for any other purpose without the written authorisation of the other party.

This engagement of confidentiality shall remain in force for five years after receipt of the confidential information.

This engagement does not concern information for which the party could prove that:

- they are in the public domain
- they were in its possession before they were disclosed by the other party
- they were freely available from a third party that was not bound by a confidentiality agreement
- they were the result of an internal development without having access to the confidential Information

### **ARTICLE 6: TERMINATION**

If a party commits any breach of agreed written PROJECT conditions and fails to remedy this breach within 30 days after receipt of a written notification, the aggrieved party will have the right to terminate the PROJECT immediately upon written notice. No paid dues shall be reimbursed after termination.

The PROJECT shall automatically and without prior notice come to an end in the event of a party's insolvency or incapacity to continue its activities. In case of termination, each party shall return to the other owning party all information, documents and copies mutually provided during the PROJECT.

### **ARTICLE 7: LIABILITY**

Any information, materials, results delivered by CERTECH pursuant to the Project is understood to be experimental in nature. They are provided as such in good faith. CERTECH disclaims any express or implied warranties of any kind, including, but not limited to, the warranties of merchantability and fitness for any particular purpose, including commercial or experimental use, or that the use of it will not infringe any patent or proprietary right. In no event shall CERTECH be held liable for any direct, indirect, incidental, special, exemplary, or consequential damages however caused and under any theory of liability, arising in any way out of the use of this material and provided information. The COMPANY assumes all liability for damages, which may arise from the use of those materials and provided information and agrees to indemnify, defend and hold harmless CERTECH and its employees against all losses, claims, expenses, suits, or other actions arising from this use.

### **ARTICLE 8: FORCE MAJEURE**

Neither party will be liable for its failure to perform hereunder as a result of an act of God, war, fire, flood, strike, or any contingency of similar nature beyond its control.

As far as possible, the affected party will promptly notify the other of the existence of such delay, and will exert its best efforts to

render all or partial performance as soon as possible and notify the other when the Force Majeure has ended.

### **ARTICLE 9: INDEPENDENT CONTRACTORS**

The parties shall perform their obligations under the service conditions as independent contractors and nothing contained in it shall be construed to be inconsistent with such status.

### **ARTICLE 10: GOVERNING LAW AND JURISDICTION:**

The PROJECT shall be governed by and construed in accordance with the laws of Belgium.

In the event of a dispute arising out or in connection with the PROJECT and which cannot be settled in an amicable way, the Parties agree to submit such dispute to the Courts of Brussels, Belgium.