

# GENERAL TERMS AND CONDITIONS - DIRTY MONITOR



## 1. General and definition

**1.1.** These General Conditions of Sale (**Business to Business**) govern the relations between DIRTY MONITOR SRL, having its registered office at Quai Arthur Rimbaud 11, 6000 Charleroi (Belgium), and registered at the Crossroad Bank for Enterprises under number BE : 553.659.865, hereinafter referred to as "DIRTY MONITOR " and professionals, natural person or a corporate body, hereinafter referred to as « the Client » for the sale of DIRTY MONITOR Services. DIRTY MONITOR and the Client are collectively designated hereunder by "The Parties".

**1.2.** *Services*; Services are hereinafter deemed to include, without limitation, creation of tailored 3D or 2D content for video projection including video mapping projection, immersive exhibitions, projection services for video projection including video mapping, installation and uninstallation of video and audio systems for video projection, audio-visual pre-production, production and post-production services, and in general all Services offered to the Client by DIRTY MONITOR.

**1.3.** *Works*: The final digital copy embodying visual effects and/or sound effects developed by DIRTY MONITOR for the account of the Client being referred to hereinafter as the "Work".

**1.4.** *The Project*: means any performance or event, immersive exhibition, for which the Works have been ordered and developed and during which the Works will be used and performed to the public.

**1.5. The Producer:** the natural or legal person who assumes the financing and responsibility for the exploitation of the Project as specified between the Parties and for the mode of exploitation agreed between the Parties.

**1.6.** The fact that the Client orders a Service offered for sale by DIRTY MONITOR, in any way whatsoever, shall entail that he acknowledges that he is cognizant of and accepts, without restriction or reservation, these general terms and conditions prior to the order, and that he renounces the application of his own prior or subsequent general terms and conditions.

**1.7.** No departure from these general terms and conditions shall bind DIRTY MONITOR without his prior, explicit consent in writing. Accordingly, all other terms and conditions provided on the order form or any other document from the Client, such as his own general terms and conditions of purchase, shall not apply.

**1.8.** In the event of contradiction between these general terms and conditions and the Specific terms and conditions negotiated by and between the DIRTY MONITOR and the Client (e.g. specific conditions in the order form), or granted by DIRTY MONITOR to the Client (hereinafter referred to as the “Specific Conditions”), the Specific Conditions shall take precedence over these general terms and conditions.

## **2. Offer and Order**

**2.1.** No verbal order by the Client shall be taken into consideration by DIRTY MONITOR unless it is confirmed by an order form in writing.

**2.2.** The contract shall be deemed to have been entered into, when, upon receipt of an order, DIRTY MONITOR has sent an acceptance in writing within the time-limit (if any) fixed by the Client. The contract shall also be deemed to have been entered into upon receipt by DIRTY MONITOR of a signed quotation by the Client. Except otherwise agreed by the Parties, an order will be processed following the pre-payment of 50% of the total price.

**2.3.** Where DIRTY MONITOR, in drawing up his offer, has fixed a time-limit for acceptance, the contract shall be deemed to have been entered into when the

Client has sent an acceptance in writing before the expiration of such time-limit and if the acceptance is received by DIRTY MONITOR one week after the expiration of the such time-limit at the latest.

**2.4.** Any order confirmed in writing by DIRTY MONITOR shall be legally binding for DIRTY MONITOR and the Client. Provisions of article 15 hereunder will apply to any cancellation by the Client of an order confirmed in writing by DIRTY MONITOR.

**2.5.** Unless stipulated expressly otherwise in the offer of DIRTY MONITOR, any offer made by DIRTY MONITOR shall be valid for a maximum period of ten (10) calendar days only.

**2.6.** The prices, performance ratings and other data included in catalogues or website of DIRTY MONITOR, prospectus, circulars, advertisements, illustrated matter and price lists shall not be binding save to the extent that they are by reference expressly included in the contract.

**2.7.** DIRTY MONITOR , reserves the right to cancel any order placed by a Client with whom it has a dispute concerning a prior order, or if DIRTY MONITOR has reasonable cause to suspect that such Client has violated these Terms and Conditions, or is engaged in any fraudulent or criminal activity or on any other legitimate grounds

### **3. Price**

**3.1.** The prices are quoted in euros, exclusive of customs duties and all kind of tax, which must be paid in addition by the Client.

**3.2.** Unless stipulated otherwise in the Specific Conditions:

- the prices shall refer only to the supply of Services described in the Specific Conditions, to the exclusion of all other services, and shall not include transportation, accommodation and catering costs for the DIRTY MONITOR staff (see article 4).

**3.3.** Should an order be executed outside European Union, the Client is to be the importer of services. Duties or other local taxes, import fees, or state taxes may be

payable depending on the geographic zone that Client have chosen. These charges and fees are not the responsibility of DIRTY MONITOR®. All declarations and payments to the corresponding authorities and organisations are the Client's full responsibility. DIRTY MONITOR advise their customers to ask for information about these issues from their local authorities.

#### **4. Travel and Expenses**

**4.1** If the preparation and the execution of Services ordered require DIRTY MONITOR to cause its personnel to render at a location that is outside of Charleroi (“Location”), each time, if any, such any of such DIRTY MONITOR personnel is required to travel to a Location, Client shall pay and provide all such personnel with the following:

- (i) one round-trip business class air transportation (if available);
- (ii) hotel accommodations (single room for each personnel);
- (iii) ground transportation at the location
- (iv) a per diem for catering during the stay on Location.

#### **5. Payment Conditions**

**5.1. Pre-payment:** 50% of the total amount of the price shall be paid at the time of the order. The remaining 50% shall be invoiced at the date of the delivery (date of the Project).

Unless otherwise agreed in writing, or implied from a prior course of dealing between the parties, payment of the price and of any other sums due by the Client to DIRTY MONITOR shall be on open account and time of payment shall be 30 days from the date of invoice. The amounts due shall be transferred, unless otherwise agreed, by teletransmission to DIRTY MONITOR® 's bank in Belgium for the account of DIRTY MONITOR and the Client shall be deemed to have performed his payment obligations when the respective sums due have been received by DIRTY MONITOR 's bank in immediately available funds.

**5.2.** If the parties have agreed on payment in advance, the advance payment must be received by the DIRTY MONITOR's bank in immediately available funds at least 30 days before the processing of the order.

**5.3.** If the parties have agreed on payment against the security of a Bank Payment Obligation, then, unless otherwise agreed, the Client must arrange for DIRTY

MONITOR to receive an assurance of payment in accordance with the agreed payment terms in the form of a Bank Payment Obligation to be issued by a bank in favour of the DIRTY MONITOR's Bank, subject to the UR BPO rules (Uniform Rules for Bank Payment Obligations) published by the International Chamber of Commerce, and to be notified at least 30 days before the agreed date of shipment or at least 30 days before the earliest date within the agreed shipment period. Unless otherwise agreed, the Bank Payment Obligation shall be payable at sight and allow transshipments and partial deliveries.

5.4. To the extent that the parties have agreed that payment is to be backed by a bank guarantee, the Client is to provide, at least 30 days before the agreed date of shipment or at least 30 days before the earliest date within the agreed shipment period, a first demand bank guarantee subject to the Uniform Rules for Demand Guarantees (URDG 758) published by the International Chamber of Commerce, or a standby letter of credit subject either to such Rules, to the International Standby Practices (ISP 98) or to the Uniform Customs and Practice for Documentary Credits (UCP 600) published by the International Chamber of Commerce, in either case issued by a reputable bank.

5.5. Any payment must clearly indicate references specified on the invoice.

5.6. If an invoice is not paid on the date due, payment of all the invoices issued by DIRTY MONITO to the Client shall become due immediately. DIRTY MONITOR moreover reserves the right to suspend services in progress (albeit already partially processed) or subsequent orders in such a case, until payment has been made in full. DIRTY MONITOR may require at all times that the price be paid prior to the delivery of any Service. Any offset shall be carried out only with the prior, explicit, written consent of DIRTY MONITOR, or after a final court decision.

5.7. Once the period of payment has expired, the Client shall, automatically and without prior notice, be liable for interest for late payment at the rate of fifteen percent (15 %) per year, compounded daily.

5.8. Any invoice not paid when due shall moreover be increased, as of right and without notice, by a flat-rate compensation of ten percent (10 %) of the outstanding amount, by way of damages, with a minimum of one hundred euros

(EUR 100,-), without prejudice to any other compensation which DIRTY MONITOR would be entitled to claim. In all events, the Client shall refund to DIRTY MONITOR reasonable bailiff or attorney's fees and all expenditure related to debts recoveries (debt collecting companies fees, administrative fees, etc).

**5.9.** In the event of the reduced or potentially reduced solvency of the Client or of some change in its legal or financial status, DIRTY MONITOR reserve the right to terminate any outstanding contracts or to require guarantees. The same applies when political events, economic difficulties, or legislative or administrative measures directly or indirectly prevent or delay the transfer of funds.

**5.10.** Any complaint relating to the amounts invoiced must be lodged in writing with DIRTY MONITOR within fifteen (15) calendar days as of the date of the invoice, otherwise the invoice shall be considered as being irrevocably and totally accepted.

**5.11.** Client expressly agrees to receive electronic invoice by e-mail.

## **6. Delivery Times**

**6.1.** Unless express guarantee is given in the specific conditions/quotation by DIRTY MONITOR, the delivery periods mentioned in said specific conditions/quotation shall not be strict deadlines. DIRTY MONITOR may be held liable only if the delay is extensive and attributable to gross negligence on its part.

**6.2.** A delay in delivery shall under no circumstances lead to the cancellation of the order by the Client.

**6.3.** DIRTY MONITOR will do its reasonable efforts to respect the Production Schedule (as defined between the Parties and communicate to DIRTY MONITOR by the Client) of the Event for which the Work is ordered. However, the Client further acknowledges that there are various interactions between the Work to be performed by DIRTY MONITOR and the live Event, and that delays by Producer with respect to live Event and/or delays with respect to performers, any scenes or any other elements to be used for visual effects work to be performed by DIRTY MONITOR may affect the ability of DIRTY MONITOR to deliver the Work

and/or perform any of its services in accordance with the Production Schedule and for the Estimated Fee.

### **7. Client's Obligations.**

7.1. The Client shall provide DIRTY MONITOR with all necessary documents relating to the Project as well as with the information needed by DIRTY MONITOR for carrying out his obligations under the contract with the Client (such as Production Schedule, storyboard, photos, authorisation, briefing notes, videos, mood board etc.).

7.2. The Client shall inform DIRTY MONITOR in due time of any changes in the Project's Production Schedule and in general inform DIRTY MONITOR of any event which might affect the performance of DIRTY MONITOR's works;

7.3. The parties acknowledge that DIRTY MONITOR's obligation to deliver the completed Work and Services in accordance with the Specific Conditions, the Production Schedule and for the Estimated Fee is conditioned upon Client's timely delivery of all of the Storyboards requested and timely providing, in accordance with the Production Schedule, all payments, information, approvals, photographic/video elements and other materials required to be provided by Client to DIRTY MONITOR.

### **8. Services/Works**

DIRTY MONITOR shall render its services according to good professional practices and as discussed by the parties and as indicated in the Specific Conditions agreed upon. In particular, Services and Deliverables shall be in accordance with (i) mutually approved visual effects storyboards and consistent with the Production Schedule as defined and provided by the Client.

### **9. Works (creative) Approvals.**

9.1. The Client shall appoint a representative to exercise the creative approval rights relating to the Work. Works approvals will be exercised as follows:

(i) Immediately upon delivery of the Work (namely, at DIRTY MONITOR sole discretion, extract of video, pdf document with photos or photos of video sequences or storyboard, or any other element that summarise the Works) Client's Creative Representative shall review the Work and shall either approve

it or reject it as soon as possible, but in no event later than two (2) business days (or such shorter period as may be required due to the exigencies of production).

(ii) Client expressly agrees that approval of the Work (and each portion of the Work) shall not be unreasonably withheld and that, unless a rejection stipulating with specificity the basis thereof is received by DIRTY MONITOR within the aforesaid time period (2 business days upon delivery of the Work), the Work shall be deemed approved.

**9.2.** DIRTY MONITOR expressly agrees to execute such remedial work without additional charge as it deems necessary and appropriate with respect to any portion of the Work which is timely rejected by Producer, in its sole discretion, in the exercise of good faith judgment.

(iv) Other changes to the Work shall be requested and made in accordance with Article 10, entitled "Change in Order" hereunder.

### **10. Changes in Order**

If at any time, Client desires to make any changes or variations from the script(s) or storyboard(s) and, in general, in the specifications of Works indicated in the Specific Conditions or from any material or work in progress, and such changes result in additional costs to DIRTY MONITOR, DIRTY MONITOR agrees to notify the Client of the amount before any such additional costs are incurred and DIRTY MONITOR shall proceed only after receiving written approval from the Client, approval which will be binding to the terms of this Agreement.

### **11. Credit**

Upon the condition that the Work is completed by DIRTY MONITOR, Client shall grant DIRTY MONITOR the following credits to be screened:

Visual Effects and sound. Client shall accord credit, in first position of all visual and sound effects of the Project in the form of:

Special Visual Effects, Animation and Sound  
DIRTY MONITOR® SRL  
Charleroi, Belgium

The size, form, placement and all other aspects of such credit shall be at Project Producer's sole discretion; provided, however, that no other person or entity rendering animatronics, visual effects or sound services shall be afforded a more prominent or favourable credit compares to DIRTY MONITOR. The Customer shall always respect DIRTY MONITOR's moral rights on Deliverables. It is expressly agreed between the Parties that no waiver of DIRTY MONITOR's moral rights is granted to the Client.

## **12. Representations, Warranties and Indemnifications**

**12.1.** DIRTY MONITOR represents and warrants to the Client that:

- (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
- (ii) it shall use commercially reasonable efforts to perform the Services and that the Deliverables in accordance with the specifications and descriptions set out in the Specific Conditions, or as modified by the parties from time to time by mutual agreement.
- (iii) the Services and Deliverables provided by DIRTY MONITOR hereunder are wholly original works to DIRTY MONITOR or the Producer has acquired the necessary rights from third parties to contribute and include same in the Project, and the Service and Deliverables, on its best knowledge, will not violate or infringe upon any other party's copyright, patent, trademark or other intellectual property right, however notwithstanding the forgoing DIRTY MONITOR makes no representations or warranties of any kind whatsoever in respect to the Client Materials provided by the Client which are the sole responsibility of the Client;

**12.2.** Other than the express warranties stated above, DIRTY MONITOR makes no other representations or warranties hereunder of any kind, either express or implied, including but not limited to any warranty of results, performance, merchantability and/or fitness for any particular purpose.

**12.3.** DIRTY MONITOR shall not be liable for any damage or accidents to persons, damages to goods, loss of earnings/profit, or any other prejudice arising directly or indirectly from the Works after it has been delivered to the Client or from the negligence of Client, Client's agents, employees, sub-contractors or representatives in the execution and performance of the Project or the use of DIRTY MONITOR's Services. If DIRTY MONITOR or its employees or representatives incurs liability towards any third party for such damage as

described in the preceding paragraph, the Client shall indemnify, defend and hold the DIRTY MONITOR harmless.

**12.4.** In all circumstances, the maximum liability of DIRTY MONITOR for any damages, direct or indirect, for any and all causes whatsoever, and DIRTY MONITOR's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the amount paid out under DIRTY MONITOR's applicable liability insurance policy in the matter concerned if any. If and to the extent that no monies are paid out under the aforesaid liability insurance for whatever reason, any and all liability of DIRTY MONITOR is limited to the sum paid for the Services complained about.

### **13. Contingency Event**

**13.1.** A contingency Event is any Event where the scheduled Project or Works has been prevented from occurring under appropriate conditions in the place and at the date scheduled due to circumstances beyond the control of the Client, DIRTY MONITOR or the Producer.

**13.2.** These circumstances may include but should not be limited to :

- (1) Weather conditions (rain, fog, snow, hail, or any adverse condition that is not consistent with the prescribed weather conditions desired by the Parties).
- (2) Injury, illness, or absence of key performers, presenters or actors to be provided by Client.
- (3) "Force majeure" with the meaning of article 16 hereunder.

**13.3.** In case of contingency Event, Works performance may be suspended and postponed to a later date or cancelled in full at the Client Request or by both Parties in case of Force Majeure (Article 16). Any cancellation or suspension shall be governed by the provisions of article 15 hereunder.

### **14. Earlier termination**

**14.1.** Each Party may terminate the concluded contract with immediate effect, by notice given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with return receipt, special courier) in case of a substantial breach by the other party of the obligations arising out of the contract, or in case of exceptional circumstances justifying the earlier termination. DIRTY MONITOR may also terminate the Contract if the Client will not perform or if he

is likely not to perform one of his main obligation, even before this obligation becomes dues.

**14.2.** Any failure by a party to carry out all or part of its obligations under the Contract resulting in such detriment to the other party as to substantially deprive such other party of what it is entitled to expect under the contract, shall be considered a substantial breach for the purpose of Article 14.1 above. The parties hereby agree to consider in principle, unless the contrary is proved, as a substantial breach of the contract the violation of the provisions under Articles 5 (Payment conditions) or Article 18 (Intellectual Property Rights) of the present Contract. Moreover, any violation of the contractual obligations may be considered a substantial breach if such violation is repeated notwithstanding a request by the other party to fulfil the contract obligations within 15 days from the request.

**14.3.** The parties agree that the following situations, without limitation, shall be considered as exceptional circumstances which justify the earlier termination by the other party: bankruptcy, moratorium, receivership, liquidation or any kind of arrangement between debtor and creditors, or any other circumstances which are likely to affect substantially that party's ability to carry out its obligations under this contract.

**14.4.** If the Contract is cancelled due to Client fault, the Client shall be liable to DIRTY MONITOR for damages fixed at a flat rate of thirty percent (30 %) of the selling price. DIRTY MONITOR nonetheless reserves the right to claim higher compensation, on condition that it can provide proof of its loss

### **15. Consequences of Cancellation or postponement of the Project**

**15.1.** A postponement is defined as a rescheduling of the production to a later specific date caused or directed by Agency/Client. A Cancellation is a total cancellation of the project.

**15.2.** If notice of cancellation is given to DIRTY MONITOR 1 to 7 working days prior to the commencement of the pre-production services according to the Production Schedule, the Client will be liable to DIRTY MONITOR for: All out-of-pocket costs relating to the pre-production preparation.

**15.3.** If notice of cancellation is given to DIRTY MONITOR between the start of pre-production services and 7 working days after, the Client will be liable to DIRTY MONITOR for not less than 50% of the total cost of the Project ordered.

**15.4.** If notice of cancellation is given to DIRTY MONITOR beyond 7 working days after the commencement of the pre-production services according to the Production Schedule, the Client will be liable to DIRTY MONITOR for the full costs of the services ordered.

**15.5.** If notice of postponement is given to DIRTY MONITOR following a Contingency Event, the Client will be liable to DIRTY MONITOR for any additional costs that DIRTY MONITOR may ask to the Client on a daily basis.

## **16. Force Majeure**

**16.1.** A party is not liable for a failure to perform any of his obligations in so far as he proves:

- a) that the failure was due to an impediment beyond his control, and
- b) that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract, and
- c) that he could not reasonably have avoided or overcome it or its effects.

**16.2.** Force majeure as used herein means, without limitation, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, accident, fire, earthquake, flood, storm, industrial strike or any other acts of a similar nature or force.

**16.3.** A party seeking relief shall, as soon as practicable after the impediment and its effects upon his ability to perform become known to him, give notice to the other party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases.

**16.4.** Failure to give either notice makes the party thus failing liable in damages for loss which otherwise could have been avoided.

**16.5.** A ground of relief under this clause relieves the party failing to perform from liability damages, from penalties and other contractual sanctions, except from the

duty to pay interest on money owing as long as and to the extent that the ground subsists.

**16.6.** If the grounds of relief subsist for more than 2 months, either party shall be entitled to terminate the Contract with notice. In case of suspension or cancellation of the Contract for Force Majeure cause, the provisions of Article 15 above will apply.

### **17. Client Materials**

The Client may provide to DIRTY MONITOR certain creative content including but not limited to, text, graphics, video, images, story line, , characters and data, for the development and production of, and inclusion in, the Project and the Work (the "Client Materials"). Client acknowledges that he retains all the necessary rights on the Client Materials for the use intended by DIRTY MONITOR for the Project and that DIRTY MONITOR will not be held liable for the violation of any laws, including but not limited to infringement of intellectual property rights such as copyright, trademark or any other right of any person or entity arising from or relating to the Client Materials.

### **18. Intellectual property rights**

**18.1.** The Client hereby grants to DIRTY MONITOR a non-exclusive right to use, adapt, modify, translate, exhibit, publish, broadcast, reproduce, market, distribute, create derivative works from, and otherwise use Client Materials (art 17) as necessary for the good performance of the Project and for DIRTY MONITOR to provide the Services and delivery the Works pursuant to the terms of the Agreement and Client hereby waives its moral rights in Client Materials for such purposes.

**18.2.** DIRTY MONITOR will retain ownership of any and all right, title and interest, including but not limited to intellectual property rights (copyrights, trademark rights, patent rights, model rights etc.), in perpetuity, solely and exclusively, throughout the universe, in any Work delivered, software, delivery methods and/or propriety technology and, in particular, in any text, graphics, images, sound, music, video, special effects, photos and other creation developed or licensed to the Client for use in the Project as a result of the performance of the Services and delivery of the Works. For clarity, no cession of intellectual property rights will occur to the Client without previous and written agreement of Dirty Monitor.

18.3. Conditional upon payment in full for the Services and Deliverables in accordance with the Agreement between the Parties, DIRTY MONITOR shall grant to Client a personal and an exclusive or non-exclusive license to use the Works delivered solely for an audio visual projection on the date and on the site agreed between the parties (without any rights of TV/satellite/internet broadcasting) and to use some photos or video extracts (not exceeding 1 minute) from the Works for its personal use and promotion of its activities.

18.4. For clarity, the Client has no right to reproduce, replay, broadcast (TV/internet or satellite broadcasting) and perform live performance of the Project, the Work or any part of it outside the exploitation rights negotiated and agreed between the Parties the and to create, manufacture, produce, sell and distribute derivative products and merchandising and to produce, distribute and sell publications of sound, video, music, sounds or images relating to the Project and the Work without the previous and express consent of DIRTY MONITOR.

18.5. For information, any other reproduction and performance of the Works, in whole or in part, for a new Project by the Client shall give rise to compensation for DIRTY MONITOR equal to a royalty payment of 10 % of the total amount of the price for the entire Project previously ordered. For any other use of the Works, a written and previous request for authorization must be presented to DIRTY MONITOR and a quotation will be sent to the Client for the intended use.

18.6. " DIRTY MONITOR ®" is a registered trademark of DIRTY MONITOR" which is an integral part of DIRTY MONITOR SRL.

18.7. The Client shall notify DIRTY MONITOR of any infringement in the Territory of the DIRTY MONITOR's trademarks, trade names, domain names or symbols, or other DIRTY MONITOR intellectual property rights, that comes to the Client's attention.

18.8. In case of late payment or default payment, DIRTY MONITOR reserve his rights to exploit, directly or indirectly, all or parts of the Deliverables.

## **19. Publicity**

The Client acknowledge that DIRTY MONITOR may make any photography or video recording of the Works during the projection or the place where the work is performed and may use any video captation or photography of the Works or the place of the Project for publicity and promotion of its activities on internet or by any other means (including printed materials).

**20. Confidential Information.**

**20.1.** Each Party (The Receiving Party) may, during the course of their relationship in connection with the Project, have access to, be exposed to or acquire knowledge from, information and materials (regardless of form or the media on which it may be recorded) concerning the Services, business, financial affairs, productions and creative process, trade secrets and Know-How, and intellectual property rights or other aspects of the other Party (The Disclosing Party) and its respective affiliates that may not be accessible or known to the general public (referred to herein as "Confidential Information"). "Confidential Information" also includes (a) the terms of this Agreement, (b) any information or materials that either party obtains from any third party that the obtaining party treats as proprietary or confidential information, and (c) any other information that either party is advised by the other party, or it has reason to know, is the confidential, trade secret or proprietary information of the other party.

**20.2.** "Confidential Information" does not include information that either party can prove: (i) is known by such party at the time of receipt from the other party and is not subject to an independent obligation of confidentiality; (ii) is now, or hereafter becomes, generally known in the industry through no fault of such party; (iii) is acquired from a third party in rightful possession thereof and owing no obligation of confidentiality to the other party; or (iv) is otherwise lawfully and independently developed by such party without reference to the other party's Confidential Information.

**20.3.** The Receiving Party shall: (i) not disclose to any other person or entity the Confidential Information or any part thereof and (ii) use at least the same degree of care to maintain the Confidential Information secret as the Receiving Party uses in maintaining secret its own secret information. (iii) use Confidential Information only for the purpose of the contract concluded between the Parties and shall not use the Confidential Information for any other purposes without

the prior written consent of the Disclosing Party or until further agreement, if any, is concluded between the Parties concerning the use of the Confidential Information; (iv) restrict disclosure of the Confidential Information solely to employees or sub-contractors that need to know Confidential Information for the execution of the Contract.

**20.4.** Upon termination of the commercial relationship between the Parties, the Receiving Party shall stop making use of the Confidential Information. The obligations of the Receiving Party under this Agreement shall survive its termination and will remain in force as long as the Confidential Information isn't in the public domain and for Confidential Information considered as Know-how or trade secrets as long as this Information is maintained secret by the Disclosing Party.

#### **21. Insurance**

During the entire term of the Agreement with DIRTY MONITOR the Client shall insure the Project for losses and damages under an all-risks insurance (including pre/post production operations) at a reasonable level with a reputable insurance company. Such insurance must include a clause for the benefit of DIRTY MONITOR under which all rights of recourse towards DIRTY MONITOR, DIRTY MONITOR's insurers and co-contractors are waived by the insurer. Client will always hold DIRTY MONITOR, DIRTY MONITOR's insurers and co-contractors harmless and indemnified from any claims by the Client's insurers for recourse against DIRTY MONITOR.

#### **22. Transfer**

The rights and obligations arising under the Contract of Sale may not be sold and/or transferred to any third party by the Client without prior written consent from DIRTY MONITOR.

#### **23. Non-waiver of rights**

The failure by a Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by this Party of any such right or any remedy associated therewith, and shall not relieve the other Party of any of its obligations under the Contract.

#### **24. Amendment - Nullity of a clause**

24.2. If any provision or clause of this contract is found to be null or unenforceable, the contract will be construed as a whole to effect as closely as practicable the original intent of the parties; however, if for good cause, either party would not have entered into the contract knowing the interpretation of the contract resulting from the foregoing, the contract itself shall be null.

### **25. Language**

General condition of sales are drafted in French and English.

In the event of a discrepancy between the French and English versions of these rules, the French version shall take precedence.

### **26. Relationship between the Parties**

No provision of this Agreement may be interpreted in such a way as to create an association, a company, a group of companies, an economic interest grouping, a joint venture, a franchisor/franchisee relationship, an employer/employee relationship or a principal/agent relationship as established in Belgian Law of 13 April 1995. Consequently the Client shall have no authority whatsoever to act in the name of or on behalf of DIRTY MONITOR or to bind DIRTY MONITOR in any way.

### **27. Sub-contractors**

DIRTY MONITOR may, at its sole discretion, sub-contract all or part of its obligations and services to any third party. However, in any case, DIRTY MONITOR remain sole responsible for the proper application of the Contract between the Client and DIRTY MONITOR.

### **28. GDPR**

For any processing of personal data process in connection with this contract, the parties will comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and the free movement of such data and the Belgian law of July 30, 2018 on the protection of individuals with regard to the processing of personal data.

Each party declares and guarantees to the other party that it will strictly comply with the GDPR for any processing of personal data processed in connection with this contract.

The actions covered by this Agreement do not entail any processing of personal data other than the identity of the signatories and the identity, email address, telephone number of employees or consultants of the parties to the agreement. The personal data collected under this agreement are based on Article 6 1, b) of the GDPR (Contract) and are necessary for the performance of a contract between the Parties or for pre-contractual relationships.

The personal data that we collect will be processed for the time necessary in relation to the agreement and deleted thereafter, unless we are obliged, in accordance with Article 6 1, para (c) of the GDPR, to keep the data for a longer period of time or longer storage to protect or defend our legal claims against you (art 6.1. para f)); in this case, the data will be kept at the latest until the expiration of the statutory limitation period and subsequently deleted.

The communication of personal data to third parties can only be done insofar as this is necessary in accordance with art. 6.1 para (b) of the GDPR for the processing of our pre-contractual or contractual relationship. This will include in particular the disclosure of your data to our employees or consultants.

The Parties are informed that the persons whose Personal Data have been collected have a right of access, rectification, erasure, limitation and portability within the limits of the GDPR or the law as well as the right to lodge a complaint before a supervisory authority under the conditions provided for by the regulations in force.

In the event that Dirty Monitor should integrate personal data into the Project, he will act as a personal data processor on behalf of the Client and the Client will be considered as the Data Controller. In such case, a specific contract between the Parties will be signed to manage the processing of personal data.

## **29. Law of the Contract**

Any question relating to this Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself (i.e. these General

Conditions and any specific conditions agreed upon by the parties) shall be governed by reference to the Belgian law.

**30. Dispute Resolution**

**30.1.** The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

**30.2.** Any dispute, controversy or claim between the Parties arising out of the Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding article within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be definitively settled by the courts of Charleroi (Belgium).

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