



**unifiedpost**  
GROUP

# *Electronic registered delivery service*

**General terms and conditions**

V1.1

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# 1 Document control

## Version History

Version	Date	Status	Author	Approval	Comments
1.0	23/09/19	Initial version	Glenn Callaerts	Governance board	Created the initial version of the general terms and conditions
1.1	15/01/20	Active	Glenn Callaerts	Governance board	Added section about requesting a document

## Approval Status

Revision	Approval date	Approver	Approver Role
1.0	26/12/2019	Tom Van Acker	General Manager - COO
1.0	03/01/2020	Kris Van Kelst	Product Manager
1.0	15/01/2020	Soâd El Bouchtaoui	Senior Legal Council
1.0	03/01/2020	Jeroen Mabilie	CSO

Revision	Approval date	Approver	Approver Role
1.1	31/01/2020	Tom Van Acker	General Manager - COO
1.1	31/01/2020	Kris Van Kelst	Product Manager
1.1	04/02/2020	Soâd El Bouchtaoui	Senior Legal Council
1.1	31/01/2020	Jeroen Mabilie	CSO

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*This document is reviewed annually by the TSP's governance board*

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## 2 Definitions

In this Service Agreement, unless the context otherwise requires, the abbreviations, words and expressions used shall have the following meaning:

"**Agreement**" shall mean: these General Terms and Condition;

"**Authenticity**" shall mean: Proof that a document comes from a specific sender;

"**Authentic Document**" means an electronic document that constitutes a valid document, with a legal impact, meaning and evidential value under the legislation of the relevant country applicable to it.

"**Business Day**" shall mean: Any calendar day other than a Saturday, Sunday or public holiday in the country where Integrated Services are delivered to the Customer. In an international context, the Parties may further agree which days will not be considered Business Days, in accordance with the requirements of the Integrated Services.

"**Confidential Information**" shall have the meaning set forth in **CONFIDENTIALITY**;

"**Customer**" shall mean: the customer mentioned in the Service Agreement;

"**Effective Date**" shall mean: the date as set forth in the Service Agreement;

"**Force Majeure**" shall mean: An unforeseeable event or events that have occurred and prevent, hinder or delay any of a Party's obligations under this Agreement by fire, flood, earthquake, forces of nature, acts of war, terrorism, riots, strikes and labour disputes, telecom disruptions, civil disorders, rebellions or revolutions, non-performance of a Party's subcontractor as far as this non-performance is caused by a Force Majeure event, or any other cause beyond the reasonable control of such Party.

"**General Terms and Conditions**" shall mean: that part of the Agreement entitled "General Terms and Conditions";

"**Good Industry Practice**" shall mean: the exercise of that degree of skill, care, diligence, prudence, foresight, efficiency, timeliness and judgment which would be expected of a suitably skilled, trained and experienced person engaged in the same type of undertaking under the relevant circumstances on behalf of a service provider with internationally recognized experience and reputation.

"**Initial Term**" shall mean: the fixed minimum duration of this Agreement, which is specified in the Service Agreement;

"**Intellectual Property Rights**" shall mean: any rights in or to any copyright, data base right, registered design, design right, utility model, trade mark, brand name, service mark, trade name, business name, know how, technical procedures or confidential information and related documentation;

"**Notice Period**" shall mean: the minimum notice period to be respected by a Party when terminating this Agreement for convenience;

"**Personnel**" shall mean: the Customer's or Unifiedpost's employees, involved in the execution of this Agreement;

"**Sender**" shall mean: the person or legal person who actually sends the document to the service

"**Service**" shall mean: the qualified trusted service for electronic registered delivery service by Unifiedpost

"**Service Level**" shall mean: the required level of service set forth in the Service Level Agreement.

"**Service Level Agreement**" or "**SLA**" shall mean: an agreement describing the required level of service;

"**Unifiedpost Platform**" or simply "**Platform**" shall mean: the Unifiedpost electronic registered delivery service on the applicable server infrastructure, accessible via a web interface, allowing consulting and downloading the document, designed and developed by Unifiedpost.

"**UnifiedPost Software**" shall mean: the software created, provided and/or used by UnifiedPost in order to perform the UnifiedPost Services, including communication software and software embedded in the UnifiedPost Platform.

### 3 Scope and structure

This Agreement contains the terms and conditions and the mutual right and obligations of Unifiedpost and the Customer regarding the provision of the qualified trusted service for electronic registered delivery service by Unifiedpost.

### 4 Term

This Agreement shall commence on the Effective Date and, unless sooner terminated as provided in **TERMINATION** of this Agreement, continues for the Initial Term, following which it will automatically and tacitly be extended for 1 (one) year, unless either Party gives written notice by registered mail of its intention not to renew at least 3 (three) months before expiry of the current term. This three (3) months notice will commence on the first day of the month following the month in which the notice was sent. Unless otherwise indicated on the Service Agreement, the Initial Term will be five (5) years.

### 5 Use of the Trusted service

- a) During onboarding of the sender, the sender will receive the necessary credentials to upload documents onto the Unifiedpost platform.
- b) For each upload action, the sender will need to authenticate himself using the credentials received under a).
- c) The upload action is performed over HTTPS to a specific endpoint for electronic registered mail deliveries
- d) After acceptance of the documents in the service, they are sealed for a first time ensure the integrity of the document. The receiver is notified of the

electronic registered deliveries depending on the receiver addresses provided by the sender:

- (i) via adminBOX, web-based document portal developed by Unifiedpost, for active adminBOX web-based users;
  - (ii) by e-mail on the e-mail address provided by the sender; or
  - (iii) by SMS on the mobile phone number provided by the sender;
- e) The notification of the receiver will only contain a reference to a landing page/app page on which the receiver identifies himself and accept the registered delivery. The notification will not contain the actual document, nor will the receiver be able to view the content without identifying himself and without accepting the registered delivery. The sender can specify the period during which the receiver can accept the delivery with a maximum of 31 (thirty-one) days. If that period has passed without acceptance, the delivery is considered as timed-out/expired.
- f) Upon identification of the receiver, the Unifiedpost trusted service will match the identity attributes of the receiver with the attributes provided by the sender. Only when the match is sufficient, the document will become available for the receiver.
- g) Once the receiver identifies himself, accepts the registered delivery and is matched by Unifiedpost with the requested recipient, the delivery is considered accepted.
- h) Once accepted, the receiver is able to download the document from the landing page. Additionally, the document is shared for future retrieval depending on the original notification method, except for SMS:
- (i) email: the receiver receives the document as an attachment to a follow-up email.
  - (ii) adminBOX: the document is available in the users' adminBOX.
  - (iii) SMS: the link in the SMS remain available for 14 (fourteen) days after acceptance. It is the responsibility of the recipient to download the document from the landing page during that time.
- i) Recipients who are notified via SMS have access to the landing page for 14 (fourteen) days after they have accepted the document.
- j) All documents and data sent via the trusted service (accepted or not accepted by the receiver) will be kept available online with all the events for the sender for at least a year (counting from the expiry date of the acceptance).
- k) All evidences are collected and concatenated to the original document as a cover page. The original document with the added cover page will be digitally signed using a Qualified electronic seal with proof of date and time of signature. The seals in the PDF document are of type PAdES LTV (long term validation). The holder of the PDF will therefore be able to check the validity of the certificate using signature validation software even after the expiration of the certificate and without intervention of Unifiedpost.

- l) It remains however the sole responsibility of sender and receiver to check the validity of the digital signatures applied on the PDF in order to guarantee that no unauthorized changes were made after delivery of the PDFs.

## 6 Obligations of Unifiedpost

- a) Unifiedpost shall:
  - (i) operate the Unifiedpost Platform;
  - (ii) respond to reasonable requests of the Customer;
  - (iii) provide and maintain the necessary infrastructure for the Unifiedpost Platform;
  - (iv) provide all services included in the trust service
- b) Unifiedpost warrants that:
  - (i) the service shall be performed in accordance with applicable Good Industry Practice;
  - (ii) each of its employees and contractors, as part of the electronic registered delivery service, shall have the proper training, skill and background;
  - (iii) the service shall conform to the specifications of the service and Service Levels
  - (iv) Unifiedpost shall comply with all laws and regulations applicable to Unifiedpost as a trusted service provider.
- c) Unifiedpost thoroughly checks and tests the Unifiedpost Platform and electronic registered delivery service for defects but cannot guarantee that they are completely free of programming errors.
- d) Unifiedpost may include third party software or components in its products and Services, including Open Source software. Unifiedpost warrants that it will comply with the use restrictions and all other license conditions of such software, and that it will not infringe the rights of third parties in that respect, as stated in **INTELLECTUAL PROPERTY RIGHTS**. Unifiedpost is not liable for any anomalies in third party software. Any warranties related to third party software are limited to the warranties provided by the licensor of the software.
- e) Unifiedpost shall use all reasonable efforts to ensure the continuity of the service. Nevertheless, Unifiedpost may, without any compensation for, but on the condition of a prior notice by the service desk to the Customer, proceed with an interruption of the service for the purpose of maintaining or improving them.
- f) Customer acknowledges and accepts that Unifiedpost may be required to interrupt the service in urgent circumstances (e.g. security issues or when protection of intellectual property is needed), without the possibility to notify the Customer in advance. While Unifiedpost will as soon as reasonably possible inform the Customer of such interruption, the estimated period of interruption



and the reason for the interruption, Unifiedpost cannot be held to any compensation due to such absence of notification.

- g) Unifiedpost has put together a governance board consisting of people with the following roles / functions.
  - (i) General manager
  - (ii) Product owner
  - (iii) Legal council
  - (iv) Product Security Coordinator

## 7 Technical Support

- a) Unifiedpost will provide support to the Customer as set forth in this Agreement. In providing such support, Unifiedpost will be responsible for using all reasonable endeavours in correcting errors.
- b) The Customer will make reasonable efforts to resolve any support question before contacting Unifiedpost. If Unifiedpost determines that a problem for which support is requested is caused by misuse, Unifiedpost may, at its discretion, agree to provide services to assist the Customer in taking steps to remedy such error. This support task could result in extra charges which need to be approved upfront by the customer.
- c) Unifiedpost has provided an email address which can be reached by customers and recipients of documents. Recipients could use the email address to report defects in the platform. Questions or remarks about the documents the recipients received should be reported to the sender by the recipient itself.
- d) The email address provided is [servicedesk@unifiedpost.com](mailto:servicedesk@unifiedpost.com)

## 8 Obligations of the Customer

- a) The Customer will respect its obligations, as set forth in this Agreement and in accordance with Good Industry Practice.
- b) The Customer will pay the Charges as set forth in Charges, Invoicing and Payments.
- c) The Customer accepts that Unifiedpost can reasonably adapt or change the service throughout the Term in order to reflect changes to the service and/or the market conditions.
- d) In general, the Customer shall comply with any instructions from Unifiedpost regarding software security and data security; such instructions will comply with the legal obligations applicable to Customer, such as applicable data protection regulations.
- e) The Customer and its personnel will not post, download, upload, send or distribute any message (i) that can imply an attack on the dignity of the human person or the private lives of persons; (ii) that encourages the perpetration of crimes; (iii) that encourages the use of prohibited products; (iv) that incites or

can incite discrimination, hate, or violence based on race, origin, religious beliefs or xenophobia; (v) that is misleading, offensive, insulting, obscene or threatening; (vi) that violates the rights of third parties and/or Unifiedpost; (vii) that contains viruses or any other such harmful code or program that can disrupt, destroy or limit the functionality of any program, computer or telecommunications tools; and that he undertakes (viii) not to change the data relating to the Customer, with the intent of concealing the origin of a message sent via Unifiedpost; (ix) not to interfere with the operation of Unifiedpost services; (x) not to assign or transfer the use of the Unifiedpost service to others, in any way whatsoever; (xi) not to attempt to gain illegal access to the Customer data held by Unifiedpost; (xii) not to read electronic messages that are addressed to third parties and to comply with the principles of the confidentiality of telecommunications and mail; (xiii) not to use Unifiedpost for sending unwanted messages and particularly unsolicited commercial communications and (xiv) not to break the law regarding information technology crimes.

## 9 Charges, Invoicing and Payments

- a) The Customer shall pay all of Unifiedpost's applicable Charges within 30 days of the date of the invoice ("Due Date") without any set-off, reduction or withholding any sum for any reason unless explicitly agreed otherwise in writing between Parties.
- b) Unless otherwise agreed, all indicated Charges are exclusive of VAT and any other relevant taxes, which will be added at the prevailing rate.
- c) The Parties agree explicitly that any affiliated company of Unifiedpost or an affiliated company of its parent company, will have the right to invoice the Charges, and that the Customer will be liberated when he pays the due amount to such affiliated company.
- d) If the invoices are not paid on the required payment due date, then, without prior proof of default, an interest rate is due for any undisputed invoice in accordance with the Belgian legislation regarding late payments. with a minimum of hundred twenty-five (125) EUR, without prejudice to the other rights and legal remedies of Unifiedpost. Any dispute concerning invoices must be submitted in writing within fifteen (15) calendar days after receipt of the invoice. Once this period has expired, the dispute will be deemed unacceptable and the invoice will be deemed to be irrevocably and entirely accepted. Unified Post may suspend the provision of any Services until such time as the Customer has paid any such overdue amount.
- e) In case of non-payment of Charges, and subject to prior written notice that is not remedied within 30 calendar days, UnifiedPost may suspend all support as defined in **TECHNICAL SUPPORT**.

- f) The agreed Charges are fixed for the Initial Term except for the automatic adaption on the basis of a yearly price index mechanism based on the monthly Belgian “Agoria index” (national, countrywide average) for labor costs and social security contributions” (“the Agoria index”) ([www.agoria.be](http://www.agoria.be)), in accordance with the following formula:

$$P = PO \times (Si/So \times 0,8) + PO \times 0,2$$

Whereby :

P = the new price after the revision;

PO = the price as indicated in this Agreement;

So = the level of the average national salary as indicated by Agoria for the month of signature of the present Agreement;

Si = the level of the average national salary as indicated by Agoria for the most recent month before the adaptation of the Charges.

- g) Furthermore, Unifiedpost will have the right to adapt the Charges pro rata and in good faith if it can demonstrate that a supplier cost which has an impact on the relevant Charges has been modified. Such adaptation will be notified to the Customer in writing and will be applied after a period of sixty (60) calendar days after such notification.
- h) Unifiedpost’s invoices and credit notes may be sent electronically via a platform chosen by Unifiedpost and the Customer shall be deemed to have accepted this form of invoicing.
- i) The provisions of this clause shall remain in effect notwithstanding the termination of this Agreement until the settlement of all subsisting claims by Unifiedpost.
- j) The Parties acknowledge and agree that Unifiedpost will perform all services on its premises whenever possible. If Unifiedpost must perform Services at the Customer’s facility, the Customer will provide Unifiedpost with reasonable office space and system access. Any Services requested by the Customer to be performed at the Customer’s site may attract additional charges for expenses and travel.

## 10 Declaration of Reference

The Customer states that it is prepared to act as reference for the customers, prospects and partners of Unifiedpost. Unifiedpost can use the Customer’s logo in its presentations and on its company’s website.

## 11 Confidentiality

- a) During the term of this Agreement, either Party may receive or have access to any technical information, as well as information about product plans and strategies, promotions, the Customers, and related non-technical business information

which the disclosing Party considers to be confidential ("Confidential Information").

- b) Confidential Information shall be marked as "confidential" at the time of disclosure. If disclosed orally but stated to be confidential, it shall be designated as confidential in writing by the disclosing Party summarizing the Confidential Information disclosed and sent to the receiving Party within thirty (30) days after such oral disclosure.
- c) Confidential Information may be used by the receiving Party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know basis for such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving Party shall protect the Confidential Information of the disclosing Party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination, or publication of such Confidential Information, as the receiving Party uses to protect its own Confidential Information of like nature.
- d) The Parties agree that the technical know-how and software disclosed by Unifiedpost shall be deemed Confidential Information, even if it is not explicitly designated as such.
- e) Furthermore, the Customer commits not to disclose in any way, any Confidential Information, content, or experiences regarding the use of the Unifiedpost Software or Services to any third party without prior written consent of Unifiedpost.
- f) Unifiedpost commits not to disclose in any way to any third party, any Confidential Information or content received as part of the service provided without prior written consent of the Customer.
- g) If a governmental or judicial authority requires Confidential Information, then Parties will consult together prior to making such disclosure, that will need to be limited to the minimum requirements.
- h) The Parties will ensure that their personnel are bound by the confidentiality obligations stated herein.

## 12 Intellectual Property Rights

- a) The Customer herein acknowledges that title to all Intellectual Property Rights in the Services and Unifiedpost Platform, and the Software, including any derivatives, modifications, enhancements, versions, releases, or correction levels thereto supplied by Unifiedpost or its licensors through Unifiedpost, and other Unifiedpost related intellectual property materials such as though not limited to documentation and know-how, shall remain exclusively with Unifiedpost or its licensors respectively. Unless otherwise agreed, Unifiedpost

shall own all Intellectual Property Rights in specific developments and creations made by Unifiedpost in the framework of the implementation and customization.

- b) Except as explicitly agreed in writing by Unifiedpost for the purpose of this Agreement, Customer shall not: change, translate or in any way modify the Unifiedpost Software; reverse engineer, decompile or disassemble the Unifiedpost Software in any way whatsoever; copy the Unifiedpost Software in any way whatsoever, except to make a backup copy; and/or transfer, sell, sublicense, lease, loan or share the Unifiedpost Software or the documentation with or among third parties in any way whatsoever. Customer will ensure that its staff will comply with these restrictions.
- c) In the event of a complaint from a third party relating to an infringement by Unifiedpost on the intellectual property rights of third parties, the Customer undertakes to immediately inform Unifiedpost of such complaint, provide all received and relevant information and assistance and grant Unifiedpost the right to solely pursue any possible legal proceedings and negotiations. If Unifiedpost judges that Unifiedpost Software or Services may constitute an infringement on the intellectual property rights of a third party, Unifiedpost may at its sole option either modify the infringing (part of the) Unifiedpost Software used for a Service so that there is no longer any issue of an infringement, either acquire the right for the Customer to continue using the Services, or, if Unifiedpost judges that neither of the two options is feasible, to terminate the use of the Service concerned, and in the latter circumstances Unifiedpost will pay a reasonable compensation if and insofar financial losses would be proven, subject to **LIABILITY**.
- d) Customer shall promptly inform Unifiedpost of any infringement or potential infringement of which it becomes aware of any of the Intellectual Property Rights in the Unifiedpost Software and assist Unifiedpost in bringing any legal or other action which Unifiedpost determines in its absolute discretion necessary to protect such rights, including being a party to such proceedings.
- e) Any data or content stored in the databases of the Unifiedpost Software on behalf of the Customer remains the sole property of the Customer.

## 13 Data protection; laws and regulations

- a) Unifiedpost and Customer agree to comply with the relevant provisions of any applicable privacy or data protection legislation (including 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 (General Data Protection Regulation), the Belgian law of July 30, 2018 on Privacy Protection in relation to the Processing of Personal Data and its modifications and the Royal decrees issued on the basis thereof, published on

the website of the Belgian Privacy Commission) and shall not knowingly do anything, or permit anything to be done, which might lead to a breach by itself or by the other Party of the said legislation.

- b) The Parties agree that Unifiedpost acts merely as a data processor and that the Customer is the data controller. Unifiedpost shall comply with the instructions and recommendations of the Customer whereby the latter is acting as the data controller given with a view to strengthening the protection of personal data, to the extent that such recommendations are reasonable and/or are required by law.
- c) The Customer guarantees that it, if applicable, has the right to transfer the personal data of its users to Unifiedpost.
- d) Within the limitations of **LIABILITY**, both Parties agree to indemnify and keep indemnified the other Party against all losses, costs, expenses, damages and liabilities which the other Party incurs as a result of a breach of this clause.
- e) The Customer guarantees that all data provided, by itself or by a third party on behalf of the Customer, is correct, lawful and properly authorized. The Customer acknowledges and accepts that Unifiedpost bears no liability regarding verification of such data provided by the Customer, including the verification of the compliance of the data with legal prescriptions. The Customer will notify Unifiedpost promptly of any error in the information and documents provided by the Customer to Unifiedpost. The Customer is liable for any costs or damage that may be caused by the provision of incorrect or incomplete data. The Customer hereby agrees to indemnify and hold harmless Unifiedpost against any and all claims or demands from third parties arising from the dissemination by the Customer of incorrect or unlawful(ly obtained) data.
- f) This clause shall survive termination and expiration of this Agreement and will be valid for the entire period that Customer data is stored on the Unifiedpost Platform.
- g) This clause is furthermore applicable to the provision of data by a third party on behalf of the Customer or upon the Customer's request; the Customer will ensure that the provision of data by a third party on its behalf will comply with the warranties and obligation set forth herein.

## 14 Liability

- a) The Parties agree that all obligations of Unifiedpost in this Agreement are qualified as obligations of reasonable efforts, unless a stricter obligation is explicitly agreed.
- b) The Customer undertakes to implement, apply and use the Services in accordance with the provisions of this Agreement, any specific terms and



conditions agreed for specific services, the agreed technical specifications and applicable national and international regulations.

- c) Nothing in this Agreement shall exclude or limit either Party's liability for:
- (i) Fraud, wilful misconduct or fraudulent misrepresentation on the part of such Party or its personnel; or
  - (ii) Personal injury or death caused by the negligence, omission or wilful misconduct of such Party or its personnel.
- d) Unifiedpost's and Customers' total liability under or in connection with this Agreement will not at any time exceed in aggregate an amount equal to 100% of the aggregate value of the processing cost and the Service Fee paid by the Customer to Unifiedpost during the last 6 months prior to the date the claims were brought by the other Party (excluding the amount that represents the refund of an implementation cost, if any), with an absolute maximum of 50.000 EUR per year.
- e) Without prejudice to the above, Unifiedpost shall not be liable to the Customer for direct and indirect loss (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) for:
- (i) the incorrect linking or inability to link any electronic document due to act, omission or negligence of the Customer or its non-compliance with this Agreement; or
  - (ii) the defective operation of the Customer's equipment,
  - (iii) the incorrect or negligent use by the Customer, its personnel, its correspondent or a third party acting on behalf of the Customer, of the Software or a tool provided by Unifiedpost,
  - (iv) the defective services and/or products provided by third parties, such as but not limited to tele-transmission, telecommunications services or postal services provided by third parties;
  - (v) interruptions of or defects in the Services caused by circumstances beyond Unifiedpost's reasonable control;
  - (vi) indirect loss such as consequential loss, claims of third parties, loss of income, loss of (future) profits, loss of expected savings, cost of procurement of substitute goods or services, moral damage and damage to image;
  - (vii) the content of data sent by or to the Customer, or a third party on behalf of the Customer, including incorrect content or content that is not compliant with legal prescriptions, unless explicitly agreed otherwise;
  - (viii) any legal processes that Unifiedpost is demanded to perform by the sending of specific documents; only the Customer or a third party acting on behalf of the Customer will be responsible for the compliance of such communications with legal prescriptions, including the timeliness thereof.

- f) Each Party is responsible for its subcontractors; Unifiedpost will be liable insofar its subcontractors assume liability vis-à-vis Unifiedpost, taking into consideration the applicable warranties, exclusions and limitations.
- g) Any complaint or claim concerning the Unifiedpost service must be reported in writing or via an agreed other medium within thirty (30) days after the Customer has knowledge of or could reasonably have had knowledge of the fact that gives rise to the claim or complaint. After the expiry of this period the complaint is deemed to be inadmissible.
- h) The Customer shall indemnify and hold harmless Unifiedpost in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from the Customer's non-compliance with the terms of this Agreement, except if (and insofar as) Unifiedpost is liable as explicitly provided in the Agreement. The Customer will provide all necessary assistance and will intervene in legal proceedings if Unifiedpost deems it useful, and he will reimburse Unifiedpost for all expenses (including reasonable legal fees and expenses) as incurred by Unifiedpost in connection with any such action or claim.
- i) Either Party warrants and represents that it has sufficient insurance cover for its liability risk under this Agreement, and that it will pay the requested premiums and fulfil all other requirements in order to remain validly insured throughout the term of this Agreement. Upon request of the other Party, each Party will submit a summary sheet (certificate) prepared by its insurer, containing the basic features of its then current insurance cover.
- j) The Parties do not envisage the take-over of a business entity of the Customer nor of any of the Customer's affiliated companies, in the meaning of the European Regulations regarding the employee's rights in respect of transfer of undertaking ("TUPE" or "Acquired Rights Directives"), nor any national regulations implementing said European regulations. In case an employee of the Customer or any of its affiliates claims to have entered into a contractual relationship with Unifiedpost and/or would claim an incorrect breach of any employment contract by Unifiedpost based upon the regulations referred to above, the Customer will defend Unifiedpost against such claim and will indemnify Unifiedpost and hold Unifiedpost harmless for any damages claimed by such employee. Unifiedpost will not be liable for any claims of employees against the Customer or any of its affiliate companies, that would be based on an alleged applicability of such regulations. The financial limitations of liability provided in this article are not applicable to hold harmless claims under this paragraph.
- k) The Customer will ensure that any defective Service noticed by the Customer, its personnel and third parties or correspondents, will be immediately notified to Unifiedpost in order to mitigate the consequences thereof; Unifiedpost will



not be liable for damage that could have been avoided or mitigated in case of timely notification.

## 15 Force Majeure

- a) No Party shall be liable for any default or delay caused by Force Majeure.
- b) If Force Majeure occurs, then:
  - (i) the Party who cannot perform its obligations under this Agreement due to Force Majeure (the "non-performing Party") shall be relieved from performing these obligations for so long as the Force Majeure continues and to the extent that the non-performing Party is prevented, hindered or delayed because of the Force Majeure;
  - (ii) the non-performing Party shall, as soon as reasonably practicable after the start of the Force Majeure, notify the other Party of the nature of the Force Majeure, the date and time at which the Force Majeure started and the estimated effects on the ability to perform its obligations under this Agreement;
  - (iii) the non-performing Party shall, as soon as possible after the end of the Force Majeure, notify the other Party that the Force Majeure has ended and resume performance of its obligations under this Agreement;
  - (iv) the non-performing Party shall use all reasonable efforts to mitigate the effects of the Force Majeure on the performance of its obligations under this Agreement; and
  - (v) the other Party may terminate this Agreement on two weeks' written notice by registered mail if the Force Majeure situation exceeds a period of 3 weeks.

## 16 Termination

- a) Termination for cause

Upon written notice given by registered mail, either Party may immediately suspend and/or terminate this Agreement in full or in part if the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, creditor's arrangement, composition, liquidation, suspension of payment or comparable proceeding or if any such proceeding is instituted against such Party. In case a Party becomes subject to any of the aforementioned events it shall notify the other Party thereof as soon as reasonably possible but no later than within a period of fourteen (14) calendar days as from the date of occurrence of the event.

Either Party may, without prior legal intervention by a court, suspend and/or terminate for cause this Agreement in full or in part because of Material Breach, by following the process set forth hereunder:

- the non-breaching Party will provide the breaching Party with written notice by registered mail of such material breach within fifteen(15) calendar days after the Material Breach has been or should have been discovered, describing in detail the specific nature of the Material Breach, and will provide the breaching Party with twenty (20) days to cure the Material Breach unless the nature of the breach or the circumstances are such that it would be unreasonable to expect a cure within twenty (20) days. In such case, an additional fifteen (15) days will be allowed or any other term agreed between the Parties;
  - the non-breaching Party may opt, but shall not be obliged, to apply the escalation procedure set forth in **APPLICABLE LAW AND DISPUTE RESOLUTION** in order to reach a mutually acceptable solution within a period of 30 days. In such case, the non-breaching Party will not be deemed to have waived its termination rights as set forth under the present clause.
- b) Termination for convenience  
This Agreement can be terminated for convenience pursuant to **TERM**.
- c) Termination due to Force Majeure  
This Agreement can be terminated due to prolonged Force Majeure, pursuant to **FORCE MAJEURE**.
- d) Termination because of assignment or change of control  
This Agreement can be terminated with a notice of 60 calendar days due to non-approved assignment or change of control as stated in **ASSIGNMENT – CHANGE OF CONTROL**.
- e) Consequences of termination  
On termination of this Agreement for any reason, each Party shall:
- return to the other Party all the other Party's Confidential Information as well as products and documents containing the other Party's Intellectual Property Rights, or provide a certificate certifying it has destroyed these; and
  - cease to use any of the Intellectual Property Rights, infrastructure or services of the other Party.

Termination of this Agreement for any reason shall not affect any other rights or liabilities of either Party nor the continuance of any provision which is expressly stated to continue after such termination.

## 17 Survival of Terms

- a) In the event that any provision of this Agreement shall be determined to be (partially or totally) void and/or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that

extent only and no further and the validity and enforceability of any of the other provisions herein shall not be affected thereby. The Parties shall substitute for any totally or partially invalid and/or unenforceable provision a suitable valid provision which comes nearest to the Parties' intentions at the moment of signature of this Agreement.

## 18 Assignment – change of control

- a) Except for assignment to affiliated companies, this Agreement cannot be transferred or assigned to a third party without the prior consent of the other Party, which will not be unreasonably withheld.
- b) Customer will inform Unifiedpost of any merger, take-over or transfer of a participation which will result in change of control of Customer's business or the business of Customer's parent company, or which may at least have an impact on such control. If Unifiedpost does not approve such merger or take-over, based on a reasonable concern, it will have the right to terminate the Agreement in accordance with **TERMINATION**.

## 19 Entire Agreement

This Agreement, constitutes and contains the entire Agreement between Unifiedpost and the Customer and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral, respecting the subject matter hereof. This Agreement shall supersede any other document(s) submitted by UnifiedPost or any other document(s) provided by the Customer hereunder, notwithstanding any provision in such document(s) to the contrary. If the terms of this Agreement conflict with the terms of any related Agreement dated and signed after the validity date of this Agreement, the terms of such related Agreement shall control.

## 20 Evidence

Senders do have the option to request an electronic registered document with the respective events 7 (seven) years after sending the document to the electronic registered delivery service. This 7 (seven) years consists of a period of 1 (one) year and a period of 6 (six) years. Within the first year, the sender can request the document and the events via the electronic registered delivery service. If the sender requests the document and the events after the first year, then they need to submit a request via the servicedesk of Unifiedpost. Unifiedpost will provide a document which that the sender must complete with details of someone of the company having representative or signing authority as stated in the statutes of the company published in the 'Belgisch staatsblad/Moniteur Belge'. That document must be digitally signed by the person

whose information is provided in the document. Unifiedpost will send the document as soon as possible to the requestor.

## 21 Applicable law and Dispute resolution

- a) This Agreement is governed by the law of Belgium without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction.
- b) The Parties shall attempt in good faith to resolve any dispute in accordance with the following procedures:

- a. Negotiations and escalation

If a dispute should arise, the Parties' representatives shall meet upon their request in order to attempt to resolve such dispute. Either Party may submit a request, in writing, to the other to call a meeting within 10 calendar days, at a mutually agreed time and place, or if an in-person meeting is not practicable, identify such other methods of communication that may be used.

If the Parties' representatives are not able to solve the dispute within 10 Business Days, the Parties will escalate the dispute to those senior executives of each company that have the power to decide and (make) solve the matter, to try to solve the dispute within a reasonable timeframe. If the dispute cannot be solved within 40 calendar days after the occurrence of the dispute, either Party will have the right to enter legal proceedings.

- b. Competent Court

If, and to the extent that, a dispute has not been settled pursuant to the escalation procedure set forth above, the courts residing in Brussels shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement.

- c. Non-solicitation

Either Party to this Agreement will not at any time during the term of this Agreement or one (1) year thereafter, directly nor indirectly, either alone or in association with others, solicit for employment, or seek to hire or encourage to leave his employ, any person who was employed by the other Party and who was directly involved in the performance of this Agreement.