The text in yellow is to be deleted in the final version in function of the applicability.

The text in blue is to be filled out.

Assignment Agreement

*(Name of the company)*, a Belgian corporation having its registered office in (*address*), with VAT number (*VAT number*),

duly represented by (*name*), in his/her capacity of (*capacity*)

Hereinafter referred to as “**Client**”;

(If the consultancy services are executed via a company)

*(Name of the company)*, a Belgian corporation having its registered office in (*address*), with VAT number (*VAT number*),

duly represented in this matter by (*name*), in his/her capacity of (*capacity*)

Hereinafter referred to as “**Contractor**”;

(If the consultancy services are executed as a natural person)

*(Name)*, having its address in (address), with VAT number *(VAT number)*,

Hereinafter referred to as “**Contractor**”;

Hereinafter referred to as “**Party**” or “**Parties**”,

**Whereas**

* The Client is active in the sector of (*name of the sector or industry*);
* The Contractor has acquired knowledge and experience regarding legal consultancy;
* The Client wishes to avail itself of the services of the Contractor to the extent and under the conditions described in this agreement (the “**Agreement**”).

**IT IS AGREED AS FOLLOWS:**

# Object

The Client wishes to call upon the Contractor, who will provide specialized services in the field of legal consultancy (hereinafter referred to as: the "**Services**") in relation to the assignment with reference number (*number of the assignment*) which was published by the Client on the LIMINE platform (hereinafter referred to as: the “**Assignment**”).

# Terms & Conditions

2.1 *Place of performance of the Services*

The Contractor is free to choose where he will perform the Services, but he will be present at the operating seat of the Client whenever the performance of the Services requires this.

2.2 *Availability*

No restrictions can be imposed on the Contractor as to the timing and organization of his activities, but the Contractor acknowledges and accepts that the optimal performance of the Services implies its adequate availability. Therefore, the Contractor and the Client agree that the minimum availability of the Contractor is (*number*) days / week (not on *(day(s))* of the week).

2.3 *Independence of the Contractor*

The Contractor shall take into account the general policies and guidelines communicated to him by the Client in the context of the performance of the Services.

The Contractor exercises its activities on an independent basis without any relation of subordination vis-à-vis the Client. In so far as necessary, the Parties emphasize that the freedom and independence which they have vis-à-vis each other constitutes an essential element for the execution of this Agreement. The Contractor shall thus organize its activities to its own judgement and choice. However, it shall contribute all means, energy and time to the Services that are necessary for its correct and professional execution and endeavors to take account of the business management of the Client.

2.4 The Parties are independent legal and economic entities entirely. They each act in their own name and on their own account.

Each Party is solely responsible for all applicable tax and social security contributions legally required in relation to the execution of its activities (and for filing the necessary forms and returns in that regard).

The Contractor is not an employee or agent of the Client and the Client does not exercise any authority or control of any kind vis-à-vis the Contractor.

2.5 *Performance standards, good faith and loyalty*

The Contractor shall perform its undertakings in accordance with the applicable professional standards and the Services are executed as an obligation of means, which the Contractor shall assume and execute to the best of its abilities. For the sake of clarity the Contractor does not guarantee any results. The Contractor undertakes to act loyally and in good faith both during the execution of this Agreement and after its cancellation or termination. The Contractor shall provide the Services in accordance with the terms in this Agreement and shall comply with all (inter)national and/or European law, rules and/or regulations and with all due care, skill, know-how and ability which is due in the execution of this Agreement.

The provision of the Services has an *intuitu personae* character, and as such the Contractor may not subcontract all or part of the Services to an agent, personnel or any other third person.

2.6 *Duties*

If the Contractor is unable to provide the Services due to illness or injury the Contractor shall notify the Client as soon as reasonably possible.

The Contractor has no authority to bind the Client, unless Parties have specifically permitted this in writing in advance.

# Term

This Agreement commences on (*date*) and shall end on (*date*). This Agreement shall end automatically and cannot be tacitly renewed. The Agreement can be renewed in writing and by mutual consent for a period which needs to be determined.

Each Party may terminate this Agreement at any time by serving the other Party by registered letter with a 30 days prior termination notice.

# Fees, expenses and payment

## *Fee*

## In consideration of the Services provided, to the extent actually performed, the Contractor shall be entitled to a remuneration of *(amount)* EUR/man-day (excl. VAT) for offsite (work from home activities) activities and *(amount)* EUR/man-day (excl. VAT) for onsite activities at the Client’s. A man-day consists of eight (8) hours per day effectively performed. If less than eight (8) hours are performed, the aforementioned fee will be proportionally reduced. The fee can be reviewed annually between the Parties.

## Invoicing and payment collection of the Contractor’s fee in relation to the Assignment takes place via LIMINE BV (with registered office in 3080 Tervuren, Victor Van Espenlaan 3 and with company registration number 0722.713.084; hereinafter referred to as “LIMINE”) in accordance with article 4.2 of the Terms Consultant (as concluded between the Contractor and LIMINE) and article 4.2 of the Terms Client (as concluded between the Client and LIMINE).

## *Expenses*

## The Contractor shall bear all customary and own expenses associated with the performance of the Services.

# Confidential information and Client property

## The Contractor shall not use or disclose to any person either during or at any time after his engagement by the Client any confidential information about the business or affairs of the Client or any other company in its group or any of its business contacts, or about any other confidential matters which may come to his knowledge in the course of providing the Services. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Client or any other company in its group or any of its or their business contacts.

## The restriction does not apply to:

### any use or disclosure authorized by the Client or as required by law; or

### any information which is already in, or comes into, the public domain otherwise than through your unauthorized disclosure.

## All information ( documents, manuals, hardware and software) provided for Contractor’s use by the Client, and any data or documents (including copies) produced, maintained or stored on the Client’s computer systems, databases or other electronic equipment (including mobile phones if provided by the Client), remain the property of the Client.

# Ownership of Documents

# All documents, documents prepared for and on behalf of the Client in the context of the performance of the Services become the property of the latter (including the Contractor's actual work papers prepared in the context of the performance of the assignment). At first request and in any event at the end of the Agreement, these documents will be handed over to the Client.

# Data protection

## The Contractor consents to the Client holding and processing data relating to the Contractor for legal, personnel, administrative and management purposes.

## The Contractor consents to the Client making such information available to other companies in its group, those who provide products or services to the Client (such as advisers), regulatory authorities, governmental or quasi-governmental organizations and potential customers of the Client or other companies in its group or any part of its business.

7.3 In the context of the execution of the Agreement, the Contractor will have access to (certain) personal data (hereinafter referred to as the “**Data**").

The Contractor undertakes to:

a) only allow itself access to the Data which are necessary for the performance of the Assignment entrusted to it in the context of processing personal data;

b) to entrust the Data of which it has become aware to others only to the extent necessary for the performance of its assignment in the context of processing personal data and on condition that the person to whom such Data is disclosed is authorized to become acquainted with it;

c) not to disclose the access codes and/or passwords used to access the Data;

d) regularly change its password providing access to the Data.

# Intellectual property

## The Contractor agrees that all technical improvements, new processes, and in particular all inventions, regardless of their nature, of which it would become the rightful or joint rightful owner during the term of this Agreement and/or in the context of the execution of this Agreement, shall irrevocably belong to the exclusive property of the Client, without any right to compensation on the part of the Contractor.

## The Contractor expressly agrees to transfer all intellectual property rights in any copyrighted work of authorship or software program that the Contractor has created within the framework of the Agreement (hereinafter referred to as: the “Work” or “Work(s)”) to the Client, which accepts this transfer. Such transfer will apply worldwide, from its creation and for as long duration as possible to the fullest extent permitted by law.

## As far as possible, this authorization also covers those forms of exploitation and media that are or will become possible in the future.

This transfer also includes all claims to fees, licenses or royalties of any kind that can be claimed under relevant legislation, but only for situations arising from the date of transfer.

The Client shall be free to transfer any rights it acquires pursuant to this assignment to a third party without further consultation or consent.

This transfer includes, but is not limited to, the right to exploit each of these works in the following ways:

- the graphical publication of the Work in any book form, for any purpose, in any language;

- the right to translate the Work, or have it translated, into any language;

- the incorporation of a portion of the Work, in any language, into an anthology, database, multimedia work or otherwise, and the exploitation of the resulting creations;

- the incorporation of the whole Work, irrespective of language, in another work, database, multimedia work or otherwise, and the exploitation of the creations so created;

- the publication of (a part of) the Work, regardless of language, in a newspaper, weekly newspaper, magazine or otherwise;

- the fixation of (a part of) the Work, irrespective of the language, on sound and/or image carriers (including sound cassettes, image cassettes, CD, CD-ROM, CD-I, the Internet, any other electronic publication) as well as the reproduction of (a part of) the Work, irrespective of the language, on the aforementioned sound and/or image carriers and the exploitation of the latter creations;

- the public communication of the Work or a part of it, in any language, by radio or television

- the adaptation of the Work, with the exception of any audio-visual adaptation, and the exploitation of this adaptation in one of the aforementioned ways;

- the right, in the event that the work is exploited in accordance with one of the above-mentioned modes and copies of this work are thereby created, to rent or lend such copies.

Insofar as one or more rights as referred to above are not transferable or have not been legally transferred pursuant to the above, a perpetual, unlimited, transferable and exclusive license to exploit the work is hereby granted to the Client. Furthermore, the Parties will do everything in their power to realize a legally valid transfer of these rights.

## All personality rights (also known as moral rights) regarding the Works are transferred to the Client, insofar as these rights are transferable. To the extent that transfer is not possible, the Contractor waives these moral rights for the benefit of the Client, to the extent permitted by law. To the extent that assignment or waiver of these rights is not possible, the Contractor hereby authorizes the Client exclusively to act on its behalf against any violation of these rights. The Client may act as it sees fit. The Contractor shall not act independently against any violation of these rights. The Client shall not be obliged in the exploitation of the Work any naming of the Contractor.

## The full compensation for the aforementioned transferred rights, licenses and claims to the Contractor is included in the total agreed price of the fee as mentioned in clause 4.1 of this Agreement. The Contractor has no entitlement to any additional fee or compensation whatsoever.

## The Contractor declares to have the full disposal of the transferred rights and not to violate any third-party rights by transferring them. Furthermore, the Contractor declares that the Works of which it has transferred the rights do not contain anything that infringes the rights of third parties or is otherwise unlawful towards third parties.

# Insurance and liability

The Contractor is liable for and shall indemnify the Client against all damage arising from any breach of the terms of this Agreement, including any negligent or reckless act, omission or default in the provision of the Services or of any statutory or regulatory provision.

Notwithstanding the abovementioned, and except in the event of fraud or willful misconduct, the total liability of the Contractor to the Client shall be maximum the amount covered by its insurance policy.

The Contractor shall insure its liability with a recognized (professional) liability insurer and submit proof thereof on the first request of the Client.

# Termination

Both Parties may at any time terminate the Agreement with immediate effect with no liability to make any further payment to the other Party (other than in respect of any accrued fees or expenses at the date of termination to the Contractor) if:

### A Party is in material breach of any of his obligations under this Agreement;

### The Contractor commits any gross misconduct or gross negligence;

### A Party commits any fraud or dishonesty.

The rights of the Parties under this clause 10 are without prejudice to any other rights that it might have at law to terminate the Agreement. Any delay by a Party in exercising its rights to terminate shall not constitute a waiver of those rights.

# Obligations on termination

Any Client property in possession of the Contractor any original or copy documents obtained by the Contractor in the course of providing the Services shall be returned to the Client at any time on request and in any event on or before the termination of this Agreement. The Contractor also undertakes to irretrievably delete any information relating to the business of the Client or any other company in its group or its customers stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Contractor’s possession or under the Contractor’s control outside the premises of the Client.

# Governing law and jurisdiction

## This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Belgium.

## Any disputes or claims arising out of or relating to this Agreement, or the breach, termination or validity thereof, which cannot be amicably resolved by representatives of the Parties, shall be brought exclusively before the competent court of *(territorial jurisdiction)*.

**EXECUTED by the authorized representative of each Party in duplicate originals.**

***(Place)*, d.d. *(date)* *(Place)*, d.d. *(date)***

*(Name of the Client) (Name of the Contractor)*

*(Name and surname) (Name and surname)*