

PARTNERSHIPS & GENERAL CONDITION OF SALES

1. PREAMBLE

NEXUS COMMUNICATION SA (hereinafter “NEXUS”) is a Belgian company with registered offices located Chaussée de Tongres 257, 4000 LIEGE, Belgium and registered under VAT number BE0841998206.

Clients may contact NEXUS as follows:

Address : Chaussée de Tongres 257, 4000 BELGIUM, Belgium

Phone : +32 487.32.84.44

Email : [contact\[at\]nexuscommunication.be](mailto:contact@nexuscommunication.be)

2. SCOPE

2.1. The present terms and conditions (hereinafter “Conditions”) are intended to govern the partnership between NEXUS and its professional Clients, Belgian or foreign (hereinafter “the Clients”) related to the Clientship of NEXUS and the related services to be agreed by Clients and NEXUS (hereinafter “the Services”). The Conditions are an essential part of the contract to be concluded by NEXUS with the Client and their applicability shall be a condition of the formation of the contract, which shall be exclusively governed by these Conditions.

2.2. The acceptance of the Client’s order by NEXUS, and/or through receipt of an offer or order from NEXUS related to the Services, Client agree to the following terms, which are deemed to be part of the Conditions :

- Legal Information, as per available on our website www.nexuscommunication.be ;
- the Privacy policy, as per available on our website <https://www.fleeteurope.com/en/privacy-policy>;
- the present terms and conditions.

The Conditions set out the entire agreement between NEXUS and the Client with regard to the rights and obligations of both NEXUS and Clients. Any other document (general terms and conditions of the Client or third parties, business documents, charters, etc.) shall there not apply. The Parties agree that there may only be a derogation to the Conditions, subject to prior written consent of NEXUS. Acceptance by NEXUS of orders issued by the Client or order confirmation provided by NEXUS to the Client do not constitute waiver of the application of these Conditions. Whenever NEXUS has expressly agreed to waive any rights arising out these Conditions, these shall remain applicable in addition.

2.3. Clients acknowledge and agree that NEXUS may amend these rules at any time. Clients agree that the amended terms shall apply to them.

Nexus Communication S.A.

RPM Liège - VAT: BE 0841 998 206 | DUNS: 370070859

 Chaussée de Tongres 257/0021 | 4000 Rocourt | Belgium

 contact@nexuscommunication.be  www.nexuscommunication.be

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2.4. Conditions are available in English. Only the English version shall prevail.

3. SERVICES

3.1. All Services related to Clientship are described on NEXUS offer and shall be provided on an “as is” and “as available” basis.

3.2. NEXUS shall make its best endeavor to provide the Services with professionalism and diligence and shall make sure to make available all the necessary equipment and infrastructure for the provision of the Services. Upon execution by the Client of the obligations set out in these Conditions, NEXUS shall implement the necessary means to ensure the continued performance of the agreed Services in accordance with these Conditions.

3.3. All deadlines provided by NEXUS regarding to delivery of any Services, if any, is indicative and non-binding. NEXUS shall provide its best endeavors to estimate delivery time properly. NEXUS shall not be held responsible and will bear no liability in case of failure or delay by delivery of the Services; no refund may be claimed by the Client for any delay, which was caused due to reasons beyond the control of the NEXUS, such as force majeure or decision of NEXUS partner.

3.4. Any content provided by NEXUS related to Services is indicative and may vary from the corresponding content provided on NEXUS website or any Services provided by NEXUS to other Client or prior to the conclusion of this Agreement. NEXUS disclaims any liabilities arising out of any discrepancies to this end.

4. PRICE AND PAYMENT

4.1. Prices for Services are described on NEXUS offer.

4.2. Prices shall be charged to the Client at the time of acceptance of the order by NEXUS; the payment has to be made entirely by Client upon receipt of NEXUS invoice. All services are subject to down-payment, as per detailed in NEXUS offer.

The following payment methods are authorized : with a credit card; or by bank transfer.

4.3. All prices are in euros (EUR) and are exclusive of all taxes, such as VAT, which are borne by the Client. All costs relative to bank drafts shall be borne by the Client.

4.4. Offsetting is not authorized unless otherwise agreed. Notwithstanding Clause 4.2, the following provisions shall apply:

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- In case of delayed payment, the Client shall be liable to NEXUS, rightfully and without notice, for a lump sum of 12 percent of the outstanding amounts and default interest at the rate of 10 percent per annum. In addition, NEXUS reserves the right to restrict or suspend the performance of all or part of its obligations in case of late payment, without prejudice to its right to terminate the contract without prior notice.
- The termination of these Conditions shall render payable all invoices issued by NEXUS, who shall be further compensated by the Client for any losses sustained due to the termination of the Contract.
- Any dispute relating to invoices must be made by email within eight days of the date of receipt of the invoice by the Client. The claim must always mention the date and number of the disputed invoice.
- Any costs of collection or recovery of invoices due to NEXUS, whether amicably or by legal means, such as unpaid cheques, fees for formal notification, sending of payment reminders, fees of debt collection companies, lawyers and bailiffs, or any other court fees will be charged to the Client.

4.5. Any on-demand product or service (digital, print, live or any other format) that is ordered by the client and confirmed by NEXUS COMMUNICATION may not be postponed by the Client, without prior consent of NEXUS COMMUNICATION. Up to thirty (30) days prior to the delivery of such on-demand product, if the Client postpones the event without the agreement of NEXUS, The Client shall owe NEXUS a default indemnity equal to twenty-five (25) percent of the total value, including VAT, of the order concerned. Within thirty (30) days of the delivery, if the Client postpones such on-demand product without the agreement of NEXUS, The Client shall owe NEXUS a default indemnity equal to fifty (50) percent of the total value, including VAT, of the order concerned.

4.6. Any product or service that is ordered by the client and confirmed by NEXUS COMMUNICATION may not be amended or cancelled by the Client, without prior consent of NEXUS. Up to thirty (30) days prior to the delivery of the order, if the Client cancels its order or terminates the contract without the agreement of NEXUS, The Client shall owe NEXUS a default indemnity equal to thirty (30) percent of the total value, including VAT, of the order concerned. Within 30 (thirty) days of the delivery, if the Client cancels its order or terminates the contract without the agreement of NEXUS, The Client shall owe NEXUS the total value (100%), including VAT, of the order concerned.

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On top of this indemnity, the client will owe NEXUS a fixed amount of 1.000€ (one thousand euros) for any canceled order. This fee corresponds to administrative and coordination fee related to any confirmed order.

In case of a pandemic or severe sanitary situations, NEXUS shall apply cancel policy rules regarding to any event to be organized in connection with the Services, as follows :

Full reimbursement

1. Services are canceled due to Belgian (or the country concerned by NEXUS Services) authorities rules/health restrictions
2. Belgian (or the country concerned by NEXUS Services) authorities apply travel bans for visitor coming from other countries

No reimbursement (of the sums already paid or due)

1. Client's local authorities apply travel bans for visitor traveling to Belgium and/or any country concerned by NEXUS Services.
2. Client is unable/not desirous to comply with any health authorities rules or restrictions in force in Belgium or specifically related to the location, country or organization which is involved in the provision of Services (health pass, negative test, vaccination, mask, quarantine, ...).
3. Same rule shall apply in the event an employee or representative of Client is subject to a specific test and is not allowed to enter the country/event due to a positive test.
4. Travel ban in force due to internal health rules of Client's organization which do not allow travels.

4.7. Any electronic payments by Client shall be subject to the following conditions :

- a. NEXUS may enter into agreements with third party payment institutions for collection, refund and remittance and to facilitate online payment. While availing any of the payment method/s available on NEXUS, NEXUS will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to the Client due to:

- Lack of authorization for any transaction/s; or

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- Exceeding the preset limit mutually agreed by and between the Client and relevant banks of the Client; or
- Any payment issues arising out of the transaction; or
- Illegitimacy of the payment methods (credit/debit card frauds etc.) being used by a Client; or
- Decline of transaction for any other reason(s); or
- Any fraud of the Client, including money laundering.

b. In the payment process, the Client hereby agrees to provide accurate information, such as credit/debit information for purchasing Products. The Client further warrants that it shall not use payment information or instrument that is not lawfully owned by the Client.

c. Client remains responsible of confidentiality of all financial information provided to NEXUS. NEXUS disclaims all liabilities arising out of loss of any information pertaining to the confidentiality of the credit/debit card details or pre-paid instrument account.

d. In addition to these Conditions, the terms and conditions of the financial institution and/or the payment method providers that provide payment services shall also be applicable to the Client. NEXUS disclaims any liability arising out of declining of payment by such financial institution or payment method provider.

5. SUB-CONTRACTORS

NEXUS is authorized to subcontract all or part of the Services to a contractor, at its own discretion. However, NEXUS disclaims any liability for subcontractors as long as NEXUS has made its best endeavor to prevent any failure of such subcontractor.

6. NON-CIRCUMVENTION

Client agrees not to directly or indirectly in any manner whatsoever, seek to contact or deal with, transact, solicit, negotiate, enter or attempt to enter into any business with any NEXUS partner in order to by-pass, avoid, circumvent NEXUS role. In the event of a circumvention NEXUS shall be entitled to receive damages.

7. WARRANTY AND LIABILITY

a. Client represents, warrants and agrees that (a) it has full power and authority to accept these Conditions and to perform the obligations hereunder; (b) it shall use Services for business purposes only; and (c) information and material provided to NEXUS, are true, accurate, current and complete, and (d) the Client will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

b. Client further represents, warrants and agrees that it shall/are:

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- It shall comply with any applicable laws and regulations or rules in force during NEXUS events;
- It shall comply with the present Conditions ;
- not use the Services in a way i) which may cause prejudice to other Clients or third parties ; ii) to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
- not involve attempts to copy, reproduce, exploit or expropriate NEXUS proprietary directories, databases and listings or material;
- not engage in any activities that would otherwise create any liability for NEXUS.

c. The Client shall ensure that its communications and IT infrastructure are operational and meet the standard technical requirements for ensuring the provision of the Services by NEXUS. NEXUS shall not be liable for any delay or difficulty with performance of the order that is due to a failure of the Client's communication and IT infrastructure.

d. The Client waives any claim against NEXUS for any failure, decommissioning, defect, restriction or suspension of any or all Services provide by NEXUS, due to specific circumstances, such as travel ban, pandemic, decision of a NEXUS partner or provider which affects the availability or quality of the Services or due to any IT or communications infrastructure which is not under NEXUS responsibility;

e. If NEXUS has reasonable grounds to believe that a Client is in breach of any terms of these Conditions, it shall have the right to take appropriate actions, including without limitation: (i) suspending or terminating the NEXUS account and any and all accounts determined to be related to such account by NEXUS in its sole discretion; (ii) restricting, downgrading, suspending or terminating the registration of-, access to-, or current or future use of any Service; (iii) imposing other restrictions on the Client's use of any features or functions of any Service as NEXUS may consider appropriate in its sole discretion; and (iv) any other corrective actions, discipline or penalties as NEXUS may deem necessary or appropriate in its sole discretion.

f. All Services shall be used by Client at its own risk and under its own liability, in accordance with the laws, these Conditions and any guidelines of NEXUS, if any. Client hereby agrees to indemnify and save NEXUS harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from Client's use of Services or from Client's breach of any terms of these Conditions, any law or any NEXUS guidelines. Each Client hereby further agrees to indemnify and save NEXUS from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from Client's breach of any representations and warranties made by Client to NEXUS.

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g. Client remains liable for any information or data made available to NEXUS. Each Client hereby further agrees that NEXUS is not responsible and shall have no liability for i) third party claims related to any consequences of use of Services by Client; ii) any information communicated by Client to third parties or material posted by others, including defamatory, offensive or illicit material used by Client during NEXUS event and that the risk of damages from such material remains entirely with each Client.

8. LIMITATION OF LIABILITY

a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY NEXUS ON OR THROUGH NEXUS ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND NEXUS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXUS MAKES NO WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH NEXUS SERVICES or WEBSITES, NEXUS DOES NOT WARRANT THAT THE DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF SERVICES OFFERED OR DISPLAYED ON NEXUS WEBSITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND NEXUS MAKES NO WARRANTIES OF ANY KIND CONCERNING ANY SERVICE OFFERED OR DISPLAYED ON NEXUS WEBSITES.

c. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR PARTY FOR ANY LOST REVENUES, LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, REGULATION, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), WILLFUL MISCONDUCT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT MAY ARISE UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THIS AGREEMENT.

d. NEXUS shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- the use or the inability to use of the Services for any purpose which has not been expressly agreed by NEXUS;
- any defect in Services, deliverables, data or information provided by third parties which has been made available to Clients by NEXUS ;

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- violation of third party rights or any claims or demands that may be asserted to violate third party rights with regard to deliverables, data or information provided by third parties;
- unauthorized access by third parties to data or private information of any Client;
- statements or conduct of any Client on NEXUS Website or events organized by NEXUS;
- unavailability of NEXUS websites or Services, particularly when this lack of availability is due to :
 - i) maintenance of websites,
 - ii) a malfunction, limitation or shutdown, of any component of the NEXUS or Client's IT or communication infrastructure,
 - iii) cyber hacking
 - iv) a failure or restriction, suspension or removal of services by the telecommunications operator or to any breach attributable to a third party.

e. Notwithstanding any of the foregoing provisions, the liability of NEXUS with respect to each Client for all claims arising from the use of NEXUS shall be limited to the greater of (a) the amount of fees the Client has paid to NEXUS during the calendar year and (b) the maximum amount permitted in the applicable law. The preceding shall not preclude the requirement by the Client to prove actual damages. All claims arising from the use of NEXUS must be filed within one (1) month from the date the cause of action arose.

9. FORCE MAJEURE

Under no circumstances shall NEXUS be held liable for any delay or failure or disruption of the content or Services resulting directly or indirectly by reason of any event beyond the reasonable control of NEXUS, including without limitation, pandemic, Internet failures, computer, telecommunications, epidemic or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

10. CONFIDENTIALITY

10.1 NEXUS and Client shall refrain, without the other Party's prior written consent, from disclosing (other than under article 11.5) any information relating to the Services, NEXUS or Clients data (such providers or partners or clients database) or otherwise to their business or

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affairs which is supposed to be confidential by its nature or has been identified by NEXUS or Client as such (hereinafter “Confidential information”).

10.2 The Parties will use the Confidential Information as required to perform this Agreement.

10.3 Disclosure of Confidential Information may be made to each Party’s Representatives, in each case on condition that each Party is responsible for compliance with these Conditions and its obligations of confidence under this Agreement. Each Party will advise its representatives, employees, consultants and any other third party who is given access to the Confidential Information, of the confidential and proprietary nature of the Confidential Information and of the restrictions imposed by this Agreement. The Parties acknowledge that they shall be fully responsible and liable to the other Party for any and all damages and costs (including legal fees) suffered or incurred by it as a consequence of any breach by any of the Parties’ representatives, employees, consultants and/or any Third Party given access to the Confidential Information, of the restrictive covenants contained herein.

10.4 Each Party further acknowledges that the right to maintain confidential such Confidential Information constitutes a proprietary right of the Party disclosing such information. Accordingly, and notwithstanding anything to the contrary herein expressed, both Parties covenant and agree that:

- (a) they shall not use or copy, or permit the use or copy of any of the Confidential Information, directly or indirectly, for any purpose other than the discharge of their duties and obligations arising from them being a Party to this Agreement and only in the best interests of the Parties;
- (b) that they will maintain the absolute confidentiality of the Confidential Information and that they will not (without the prior written consent of the other Party) either individually, or in partnership or jointly, or in conjunction with any other party, as principal, agent, shareholder, or in any manner whatsoever, disclose, reveal, release, utilize, sell, assign, supply, or transfer to any Third Party at any time, any of the Confidential Information, except to the extent necessary to discharge its duties and obligations relating to its appointment hereunder and only in the best interests of the Parties; and
- (c) that they will take all necessary action and will do all that is reasonably within their power to prevent the disclosure, release or supply of any of the Confidential Information to any Third Party, except to the extent necessary to discharge their duties and obligations hereunder and only in the best interests of the Parties.

10.5 Confidential Information does not include information:

- which is at the date of this Conditions, or at any time after that date but before the date of disclosure by the Parties, becomes public knowledge other than by breach of this Agreement;

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- was before the date of this Agreement, or at any time after that date becomes, known to the other Party without breach of confidentiality obligation;
- which can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party;
- is required to be disclosed by either Party by law, by any governmental or regulatory authority (including, without limitation, by a court or other authority of competent jurisdiction).

10.6 Upon termination of these Conditions for any reason, each Party shall immediately return to the other Party any Confidential Information and shall thereafter refrain from using or disclosing any such Confidential Information to any third Party for any purpose whatsoever.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 NEXUS has exclusive ownership or lawful license of all the rights related to NEXUS online platform, website and Services and their related including trade names, trademarks, domain names, copyrights, trade secrets, and all other intellectual property rights, included know-how. All these rights shall remain the entire ownership of NEXUS and Client hereto agrees and confirm that no part of any Intellectual Property rights mentioned hereinabove is transferred to the Client.

11.2 Except as expressly provided herein, the Client acknowledges and agrees that it shall not communicate, reproduce, copy, republish, post, display, translate, transmit, reproduce or distribute or in any other way infringe any intellectual property right through any medium without obtaining the prior and require authorization from NEXUS.

11.3 "NEXUS", "SMARTMOBILITY" and "GLOBALFLEET" are registered trademarks, notably within European Union. Logos and related icons, the content of NEXUS websites (www.globalfleet.com; www.fleeteurope.com ; shop.nexuscommunication.be website) are subject to exclusive NEXUS copyright. The unauthorized communication, reproducing, copying, modification, use or publication of these material and related intellectual property rights is strictly prohibited without prior written consent of NEXUS.

12. Advertising – Client references

NEXUS has the right to communicate publicly about the existence of the contract arising out the consent of Client related to these Conditions, and to mention therefore the name of the Client and/or his logo in its Client list and/or on NEXUS website.

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13. Processing of personal data

13.1 NEXUS shall process and make personal data available to Client, in accordance with NEXUS privacy policy, <https://www.fleeteurope.com/en/privacy-policy> (hereinafter referred as "Data").

The Client may use such Data only for the purposes explicitly set forth in these Conditions and in accordance with NEXUS privacy policy. The Client agrees to act in accordance with all applicable data protection and privacy laws governing the use, disclosure, maintenance, and handling of Data.

13.2 Without derogating from the foregoing, the Client shall protect the Data against resale, acquisition, disclosure or other use not in accordance with these Conditions. Without derogating from the generality of the aforementioned, the Client shall not process the Data for any purpose which has not been defined with NEXUS privacy policy and, notably, shall refrain from disclosing any Data without prior consent of NEXUS and/or the related Client.

13.3 Any Data shall be considered "Confidential Information" for the purpose of this Agreement, and therefore, without derogating from the provisions of Clause 11 above, the Client agrees to maintain the confidentiality, availability, security and integrity of the Data, and shall comply with the highest industry standards in respect of such Data. The Client undertakes to take all measures and to use best industry-standard security methods to protect the Data and the information it collects in accordance with the requirements of this Agreement.

13.4 The Client shall assist NEXUS with regard to any claim or request from data subjects or law enforcement authorities.

13.5 The Client shall provide any Data as required by law or in compliance with a request from law enforcement authorities, provided that, to the extent permitted by applicable law, it notifies NEXUS owning the Data in advance of such disclosure to allow it to obtain a protective order or other appropriate relief.

13.6 The Client shall at all times have documented policies and procedures to prevent unauthorized use, disclosure, loss, or acquisition of, or access to the Data all in accordance with this Agreement.

13.7 The Client agrees that if it has reason to believe that any Data may have been accessed, disclosed, obtained, used, or acquired by any party without proper authorization and contrary to the terms of this Agreement including as a result of a security breach ("Data Breach"), it shall immediately notify NEXUS of any such Data Breach and in any event within no later than two (2) days, and shall immediately take such actions as may be necessary to eliminate the cause of the Data Breach. The Client shall give highest priority to immediately correct any Data Breach and shall devote such time and resources as may be required to accomplish such goal. The Client shall cooperate with NEXUS and any relevant authority to enable them to understand the

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nature and scope of the Data Breach, as well as any measure implemented in order to mitigate consequences of Data breach.

13.8 Upon termination or expiration of this Agreement for whatever reason, the Client shall either transfer or destroy the Data, and if so required by NEXUS, with respect to its Data, shall provide a certificate executed by a duly authorized officer confirming compliance with the transfer or destruction obligation. The Client acknowledges and agrees, that following the termination of this Agreement and for a period of ten (10) years thereafter, it shall provide NEXUS copies of the relevant Data collected during the term of this Agreement, to the extent NEXUS shall so require in order to ensure its compliance with any applicable laws, and to enable NEXUS to seek legal defence with respect to any claim or demand in connection with the Data.

13.9 The Client agrees that any process of the Data shall be processed on its own name and on its own behalf. Thus, the Client shall be responsible to determine the purposes and means of the processing of the Data and shall be therefore responsible of any process of the Data. NEXUS shall not be liable for any Data processing of the Client.

13.10 In the event of a breach by a Party of any representation or warranty herein, the other Party shall have, in addition to and without limitation of any other right or remedy available to it under applicable law or in equity, the right, in its sole discretion, to take any and all actions reasonably necessary to mitigate its damages and/or any damages to its Clients arising from such breach. Additionally, the other Party shall have the right to charge the infringing Party, and the infringing Party shall be obligated to pay the other Party, all costs and expenses incurred by the other Party in connection with any such mitigation efforts.

13.11 Subject to liability limitation of Clauses 12, the Client shall indemnify, defend and hold NEXUS, its Client, affiliates, agents and employees, harmless from and against any and all claims, demands and liabilities, judgments, damages, settlements and expenses (including reasonable attorneys' fees) arising out of a claim brought by a third party which is based or related to (i) any breach of the representations, warranties or covenants of the Client contained in this Agreement, (ii) third party claim, or (ii) any acts or omissions of the Client, its agents and employees.

13.12 NEXUS and the Client shall nominate a representative to serve a liaison to the other party and will act as a focal point to coordinate efforts hereunder. The Parties hereby appoint the following representatives:

By NEXUS: see clause 16.1

By Client : as per mentioned in NEXUS invoice

14. GOVERNING LAW

These Conditions are governed by Belgian laws.

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All the issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of the Conditions of use shall therefore be governed by and construed in accordance with Belgian law, and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), that would cause the laws of any other jurisdiction to be applicable.

15. DISPUTE - CONCILIATION – JURISDICTION

In the event any dispute arises out of or in connection with the Conditions of use herein, including the validity hereof, the parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) calendar days, gives a notice to this effect, to the other party in writing.

In the event of failure to settle the dispute amicably, all disputes concerning the validity, interpretation, enforcement, performance and termination of the Conditions of use shall be submitted to the exclusive jurisdiction of the Commercial court of Liège, division Liège, Belgium.

16. MISCELLANEOUS

16.1 Notices. Any notice required or permitted hereunder shall be in writing, and shall be given to NEXUS at the address first set forth above :

Address : Chaussée de Tongres 257, 4000 BELGIUM, Belgium

Phone : +32 487.32.84.44

Email : contact[at]nexuscommunication.be

16.2 Capacity. Each Party guarantees that it has full capacity to enter and agree with these Conditions and to be bound by all its provisions. It guarantees also, if applicable, that the representative or each Party have sufficient powers to sign and enter into an agreement based on these Conditions, and therefore act and commit on behalf of the relevant Party.

16.3 Good faith. The Parties shall cooperate in good faith and proactively as part of these agreed Conditions. They shall communicate to each other all relevant information for the proper performance of respective rights and obligations arising out these Conditions.

16.4 Electronic communications - Enforceability. Client represents and agrees that , these Conditions and the contract arising out the Client consent on their related content, as per described in the consent process set out under Article 2 of these Conditions, are deemed to be formed and concluded in compliance with requirements of Art. XII. 15 and ss. of Belgian Economic Code, Art. 3.10 and 3.12 of EU Regulation nr. 910/2014 of European Parliament and EU Council of July 23rd 2014 and Art. 8.1 and 8.12 of Sect. 8 of Belgian Civil Code, notably in

Nexus Communication S.A.

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relation to the features and process of subscription and order implemented on www.nexuscommunication.be ; www.fleet europe.com , www.globalfleet.com and shop.nexuscommunication.be websites.

Additionally, NEXUS and Client agree enforceability and probative value of any email exchanged between them via messaging software, provided that this mail is comprised of a series of signs intelligible and accessible for future reference, as per required by the aforementioned legal provisions. The Parties waive to discuss the probative value of an email which does not implement an advanced electronic signature (advanced) within the meaning of art. 26 of EU Regulation nr. 910/2014 of European Parliament and EU Council of July 23rd 2014.

16.5 No waiver. The failure of either Party to avail itself of a provision of these Conditions or the failure of the other Party to comply with any of the obligations hereunder may not be construed as a waiver of such a right or obligation.

16.6 Effect of invalid or unenforceable provisions If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Conditions shall remain and continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provision found to be null and void, the Parties would not have concluded this contract. The Parties shall use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

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