

## **BEPARK GENERAL TERMS AND CONDITIONS – SERVICE**

1. Applicable Conditions	2
2. Object	2
3. Definitions	2
4. Condition of the BePark Services	3
5. Obligations of the Customer	3
6. Performance and warranty	5
7. Third-Party Services	5
8. Cooperation	6
9. Intellectual Property	6
10. Price and Payment	6
11. Liability	7
12. Indemnity	8
13. Confidentiality	8
14. Privacy and Personal Data	9
15. Suspension	9
16. Term and Termination	9
17. Non-Solicitation and Non-Competition	10
18. Miscellaneous	10

## 1. Applicable Conditions

- 1.1 These General Terms and Conditions (the “**Terms and Conditions**”) describe the terms and conditions under which the Customer can access and benefit from the BePark Services. The Customer and BePark are together referred to as the “**Parties**” and individually as a “**Party**”.
- 1.2 The following documents form the entirety of the “**Agreement**” between the Customer and BePark, by order of priority:
  - 1.2.1 Deviations from these General Terms and Conditions or its appendices contained in an Order Form agreed in writing by both Parties;
  - 1.2.2 Appendices to these General Terms and Conditions;
  - 1.2.3 The General Terms and Conditions;
  - 1.2.4 Any quote or offer sent by BePark to the Customer;
- 1.3 The Agreement is entered into via the acceptance by the Customer of one or more of the documents listed above, either via the signature of an Order Form in writing or the (digital or not) acceptance of one or more of these documents. Upon entry into force of the Agreement, these Terms and Conditions, including its appendices, shall be applicable within the limits of their scope of application.
- 1.4 The Customer specifically acknowledges and agrees that its own general or specific terms and conditions for purchase of goods and/or services are not applicable.

## 2. Object

- 2.1 **What is BePark?** BePark is public limited company with its head office located at Rue du Mail 50, B-1050 Ixelles, registered under company number 0839.421.964, which delivers parking management services and acts as an operator and marketer of private parking lots owned by Owners to Customers wishing to occupy these parking lots.
- 2.2 **Description of the BePark Services.** Services provided by BePark are composed of the following lines of services:
  - 2.2.1 Subscription: the Customer subscribes to the occupation of specific Parking Lots operated by BePark;
  - 2.2.2 Mutualisation: the Customer optimises the use of the Parking Lots under its occupation by assigning such Parking Lots to a larger number of Users;
  - 2.2.3 Corporate services: the Customer enjoys additional services put at its disposal to facilitate the parking management, including notably a Parking Management System or support services for Administrators and on-site Users;
  - 2.2.4 Stock reservation: the Customer reserves a stock of Parking Lots to prevent BePark from selling these Parking Lots, with a reduced subscription fee.
  - 2.2.5 Onboarding: the Customer receives a personalised onboarding including assistance for implementation of the BePark Services or any complementary services.
- 2.3 **Beneficiaries of the BePark Services.** The BePark Services is (i) for owners or tenants of one or more Parking Lots (the “**Owner**”) that wish to market those Parking Lots notably to (ii) companies (legal entities or natural persons) (the “**Customer**”) wishing to allow certain natural persons (the “**User(s)**”) whom they select to have access to the said Parking Lots.
- 2.4 The Customer accepts and confirms that the Agreement does not fall under the application of the law on commercial leases and therefore does not claim any advantage related to this legislation.

## 3. Definitions

- 3.1 Capitalised words used in the Agreement shall exclusively have the following meaning:
  - 3.1.1 “**Affiliates**” means a person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with, another Person.
  - 3.1.2 “**Charges**” means all Costs and Fees due at a given time by the Customer to BePark.
  - 3.1.3 “**Effective Date**” means the date of entry into force of the Agreement, i.e. the date on which (i) the Customer has accepted the Agreement in writing.
  - 3.1.4 “**Force Majeure**” means any unforeseen event that occurs after the Effective Date and that is beyond the reasonable control of the affected Party, insofar as such event prevents and/or delays the affected Party’s performance of its obligations under this Agreement and where

the affected Party is not the direct or indirect cause of such an event and is not able to prevent or eliminate it at a reasonable cost; such events include but are not limited to: natural disasters; riots; epidemics; war and military operations; national or local emergencies; government actions or omissions; economic disputes of any kind; employee actions; fires; floods; lightning; explosions; collapses; reduction or non-functioning of Third Party networks, systems, and equipment; failures or delays of the electrical network, the internet, servers, or any public telecommunications network; attacks or infections or unauthorised access to the affected Party's computer systems by Third Parties.

- 3.1.5 “**Confidential Information**” means all information, data, reports, intellectual property, know-how, processes, and trade secrets, whatever their form may be, provided by a Party (or on its behalf) to the other Party or any information of a Party otherwise received by the other Party, under or in connection with the Agreement, including information relating to the Party and its activities, operations, finances, planning, facilities, products, techniques, and processes. For example, but without limitation, the Information may include inventions, products, processes, technical methods, formulas, projects, developments, plans, research data, financial data, personal data, software, customer lists, supplier lists, and any other data relating to customers or to the knowledge of the existence of customers or prospects of the Party concerned.
- 3.1.6 “**Intellectual Property Rights**” means all intellectual, industrial, and commercial property rights and all other similar rights, existing or future, registered or not, in Belgium or anywhere in the world, including but not limited to copyrights (in particular copyrights in computer programs and databases) and all other possible rights in the field of literature, arts, and sciences; patent rights, know-how rights, or trade secrets, and all other rights to intellectual creations in the field of technology; design rights; trademark rights, rights to legal and trade names, domain names, and all other possible rights to marks used in business to distinguish one good or service from another in commerce, including, with respect to BePark.
- 3.1.7 “**BePark Services**” means, together, the services described in Article 2.3 and ordered by the Customer via the signature of an Order Form.
- 3.1.8 “**Customer(s)**” means the legal entity or natural person that, at its, may benefit from the BePark Services and allow Users to access one or more Parking Lots.
- 3.1.9 “**Owner**” means the legal entity or natural person that holds the real or personal rights over one or more Parking Lot(s), or any natural or legal person mandated by such person, i.e. the owner, the tenured leaseholder, or any other equivalent legal capacity.
- 3.1.10 “**Parking Lot**” means a dedicated legitimate space for the parking of wheeled vehicles (cars, utility vehicles, bicycles, mopeds, motorcycles, etc.).
- 3.1.11 “**Third Party**” means any natural person or legal entity that is neither BePark, nor the Owner, nor the Customer.
- 3.1.12 “**Users**” means the natural persons who have the right to actually access one or more Parking Lots as ordered by the Customer to BePark.

#### 4. Condition of the BePark Services

- 4.1 Subject to the payment of the applicable Charges by the Customer, BePark provides the Customer, and its Users, access to one or more Parking Lots.
- 4.2 Where the Customer ordered the “Mutualization” option, it benefits from an unlimited number of accesses per subscription, provided that the number of vehicles accessing or staying on the Parking Lot(s) cannot exceed the number of active subscriptions at any time.
- 4.3 For clearly defined occasional needs such as a cleaning or a specific reasonable request from the Owner, BePark reserves the right to temporarily prevent access to the Parking Lot(s). BePark shall inform the Customer as soon as possible of this impossibility to access the Parking Lot(s).

#### 5. Obligations of the Customer

- 5.1 **General Customer obligations.** The Customer agrees to comply with the following obligations during the term of the Agreement:

- 5.1.1 to communicate to BePark any and all information that is required for the provision of the BePark Services at least 2 working days before the start date, including notably:
- a) Name and First Name of the Users;
  - b) Phone number of the Users;
  - c) E-mail address of the Users;
  - d) Licence plate of the vehicle;
- In case of change to the information provided to BePark, the Customer shall as soon as possible update such information.
- 5.1.2 to use the BePark Service or all or part of its components only in strict compliance with the Agreement, only for the purposes authorised by the Agreement and in full compliance with any additional instructions or policies issued by BePark or the Owner, including but not limited to House Rules applicable to the relevant Parking Lots, and with applicable laws and regulations and generally accepted practices in the applicable jurisdiction;
- 5.1.3 not to disrupt (nor attempt to disrupt) access to or the operation of the BePark Services and not to use (nor attempt to use) the BePark Services or any component thereof in a way that may interfere with the BePark and not to violate (or attempt to violate) any rules, requirements or regulations of networks connected to the BePark Services (including any unauthorised access, use, or control of data or traffic);
- 5.1.4 to comply at all times with the applicable terms and conditions of any Third-Party offering goods or services in connection with any Third Parties Services;
- 5.1.5 not to (try to) copy, translate, alter, or modify any part of the BePark, and not to (try to) perform any reverse engineering, decompile, disassemble, or derive the any component thereof, or create derivative works based on any component of the BePark Services, and not to circumvent or attempt to circumvent any technical or protective limitations of such component;
- 5.1.6 not to use the BePark Services and/or any component thereof in an unlawful, illegal, fraudulent, or harmful manner or in connection with any activity or purpose that is unlawful, illegal, fraudulent, or harmful or likely to infringe the rights (including Intellectual Property Rights) or interests of BePark or any third party, and in particular not to use it to disseminate business secrets, harmful or illegal information, or information that is in bad taste, discriminatory, or offensive to anyone;
- 5.1.7 to inform and assist BePark as soon as possible with regard to any request for support from Users that may be addressed to the Customer in relation to the BePark Services, and to help BePark to respond to them;
- 5.1.8 to inform BePark of any useful information for the execution of its business activities (such as incidents, feedback, comments, or ideas for improvement) and, as soon as possible, of any complaints the Customer has or receives from Users or any neighbour. Such incident must be reported as soon as possible via e-mail at [account@bepark.eu](mailto:account@bepark.eu).
- 5.2 **Access to Parking Lot(s).** The Customer must ensure that any User will only access the Parking Lot(s) via a Parking Management System licensed by BePark, its affiliates, licensors or subcontractors to the Customer or by obtaining a badge, access card, key or any other means of access exclusively provided by BePark. The Customer must make a deposit as indicated in the Order Form for each means of access provided by BePark in the context of the Agreement.
- 5.3 **Use of the Parking Lot(s).** Access and use of the Parking Lot(s) by the Customer and/or User(s) is subject to the following strict conditions:
- 5.3.1 Access to the Parking Lot(s) is limited to parking use only and the Customer must ensure that User(s) access the right Parking Lot(s) while respecting floor marking;
  - 5.3.2 The Customer must ensure that the User(s) do not use radios or any other source of noise in the Parking Lot(s) so as not to disturb the neighbourhood;
  - 5.3.3 When accessing or staying on Parking Lot(s), the Customer must ensure that the Users always comply with the “House Rules” applicable to the use of such Parking Lot(s). The Customer fully and unreservedly guarantees that the Users under its responsibility will adhere and respect such “House Rules”, provided in **Appendix 3 - House Rules**;
  - 5.3.4 The Customer must ensure that the User(s) respect the peaceful nature of the neighbourhood the good state of repair of the premises;

- 5.3.5 Use of a Parking Lot is limited to one vehicle only;
- 5.3.6 The Customer must ensure to communicate to the User(s) defined timeframe for access and use of the Parking Lot(s) . Any excess of the time limit by at least 20 minutes will be considered as a violation of this article and will allow BePark to charge penalties.
- 5.4 **Non-respect of conditions for access or stay.** Where the Customer and/or one or more User(s) do not comply with obligations contained in this article, without prejudice to its other rights and remedies, BePark shall be entitled to the following remediation measures:
  - 5.4.1 In the event of multiple occurrences of violation by the Customer and/or User(s), BePark is entitled to charge a penalty of 150 EUR VAT excluded per violation;
  - 5.4.2 Upon notice to the Customer, BePark may remove the vehicles of User(s) not complying with the conditions for access and stay contained in the Agreement. Expenses for such operation shall be borne by the Customer only; AND
  - 5.4.3 Any repair cost incurred by BePark caused by negligence, or other fault of the Customer or User(s) shall be borne by the Customer.
- 5.5 The Customer may under no circumstances reduce the number of Parking Lot(s) under its occupation without BePark's prior consent.

## 6. Performance and warranty

- 6.1 During the term of the Agreement, BePark guarantees and agrees to comply with the following obligations:
  - 6.1.1 to call upon, for the performance of its obligations under the Agreement, qualified professionals (whether they are employees, agents, or independent (sub)contractors) who, to the best of BePark's knowledge, possess the necessary qualifications, skills, and abilities to successfully provide the services contained in the Agreement;
  - 6.1.2 to maintain administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of all data submitted by the Customer through the services within the scope of the Agreement.
- 6.2 The Customer acknowledges and agrees that the BePark Services are provided "as is" and notably that:
  - 6.2.1 BePark always has the right to make modifications, additions, deletions, improvements, or any other characteristic of the BePark Services provided that this does not affect its essential functionalities.
  - 6.2.2 The Customer acknowledges that the BePark Services complies with its expectations and the purpose, and unless otherwise agreed in writing, the Customer may never request tailor-made or custom developments or adaptations of the BePark Services. Feedback, comments, instructions and remarks from the Customer are always for information only and shall never be binding upon BePark.
- 6.3 BePark does not give any warranty for any Third-Party equipment, software, goods, or services, which will be governed exclusively by the general terms and conditions, licenses, and confidentiality and use policy of the Third Parties in question, and BePark can in no way incur any liability or obligation whatsoever in this regard.

## 7. Third-Party Services

- 7.1 In the event that the Customer, in the context of BePark Services, orders and uses any Third-Party equipment, software, goods or services, or components, or provides access to Third-Party websites, services, or applications that are not owned or controlled by BePark (the "**Third-Party Services**"), the general terms and conditions, terms of use, license agreements, and/or privacy policies of such Third-Parties will govern the use of the Third-Party Services, in addition to the Agreement for what falls within their scope. The Customer acknowledges that BePark has no control over, incurs no responsibility for, and does not guarantee the content, the general terms and conditions and conditions of use, the privacy policies, or the practices of Third-Party Services. The Customer acknowledges and agrees that BePark shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods, or services available on or through such Third-Party Services. By accessing such Third-Party Services, the

Customer agrees to abide by the applicable terms and conditions and acknowledges that the Customer is the sole party to such terms and conditions.

## 8. Cooperation

- 8.1 The Parties mutually agree to comply with the following obligations during the term of the Agreement:
- 8.1.1 to comply with their obligations under the Agreement with the greatest care and integrity, by complying with all applicable industrial and commercial best practices in their respective areas of expertise;
  - 8.1.2 to cooperate in good faith to ensure the security, integrity, and reliability of their systems, software, and services and, to this end, to take in particular appropriate measures concerning the management of identities and access, logging, encryption, backup and redundancy facilities, software and network security, and implementation of incident handling, and to explicitly avoid circumventing each other's security measures;
  - 8.1.3 to notify each other as soon as possible if an incident causing harm occurs and to cooperate in good faith to limit the harm as much as reasonably possible;
  - 8.1.4 to inform the other as soon as it becomes aware of a breach of security or a potential breach of security that could affect the BePark Services.
- 8.2 BePark may never be held liable for any obligation existing between the Customer, the Owner and/or the User(s).

## 9. Intellectual Property

- 9.1 Each Party shall remain the exclusive owner of any and all pre-existing Intellectual Property Rights that it owned before the entry into force of this Agreement or that it developed. Unless otherwise agreed, nothing in the Agreement may be interpreted or executed as a transfer or license on any Intellectual Property Right from a Party to the other Party.

## 10. Price and Payment

- 10.1 All Costs and Fees due at a given time by the Customer are collectively referred to as "**Charges**". Charges are divided in two types of fees as mentioned on the Order Form:
- 10.1.1 Occupation Fees
  - 10.1.2 Corporate Services Fees
- 10.2 Any Charge shall automatically be increased each year on the anniversary of the start date, however only annually on the basis of the Harmonized Index of Consumer Prices (HICP) for the Eurozone (base 2005) applicable for Belgium, as published by the Office for Official Publications of the European Union in the monthly bulletin of the Office for Statistics of the European Union (EUROSTAT) (Theme 2 Economy and Finance. Series B "Money, Finance and the Euro: Statistics") provided that the indexation of fees incurred is limited to 80%. Indexation shall apply as follows:
- 10.2.1 For the starting index, the index of the month preceding the start date of this contract (n-1);
  - 10.2.2 For the new index, the index of the month (n-1) preceding that of the indexation date and according to the following formula: Basic annual charge \* new index / starting index.
- 10.3 Unless otherwise provided in the Order Form, all Charges are invoiced monthly.
- 10.4 BePark reserves the right to change prices at its sole discretion and at any time. BePark shall inform the Customer 30 calendar days in advance. The Customer may object to such price changes. The absence of objection within 15 calendar days after notification is deemed an acceptance by the Customer. If the Customer objects to such changes, the Parties will meet and discuss in good faith those changes. If the Parties do not come to an agreement within 30 calendar days, the Customer will be able to terminate the Agreement.
- 10.5 All prices are always quoted in euros and exclude VAT.
- 10.6 Invoices are payable within 15 calendar days from the date they are sent. The mere occurrence of the invoice due date constitutes a formal notice to pay. In principle, invoicing is performed on a monthly or annual basis.
- 10.7 The amount of any invoice not fully paid by the due date can be automatically and without prior notice be increased with interest for late payment calculated in accordance with the law of 2 August 2002 on

- late payment in commercial transactions, with each commenced month considered as a whole month. The late payment interest is capitalised each year.
- 10.8 Without prejudice to other provisions of the Agreement, in the event of non-payment of an invoice within 30 calendar days from its date of dispatch, BePark is entitled to increase its amount by 10% as compensation for administrative costs, with a minimum of 150 euros, unless it can prove, in accordance with the law of 2 August 2002, the actual costs incurred to recover its claim.
- 10.9 In the event of disagreement about the amount of an invoice, the Parties shall work together in good faith to settle it. The Customer must establish that an error has been made within 10 calendar days of receipt of the invoice.
- 10.10 Except in the event of manifest error by BePark, contesting an invoice does not exempt its debtor from paying it.
- 10.11 Unless otherwise agreed in writing, any assistance or intervention by BePark requested by the Customer entitles BePark to additional invoicing.
- 10.12 The Customer acknowledges and agrees that all invoices are due in their entirety and that any amount paid to BePark is not refundable. In particular, the non-use of the Parking Lot(s) by the Customer and/or User(s) does not constitute a valid reason for the non-payment of the invoices.

## 11. Liability

- 11.1 Each of the Parties is responsible with respect to the other for the proper performance of this Agreement and will therefore be liable, within the limits specified below, for any damages suffered by the other(s) as a result of its breach (or that of its officers, employees, agents, subcontractors, or authorized representatives acting in connection with the performance of this Agreement) of its obligations under the Agreement or its faulty execution thereof.
- 11.2 None of the Parties shall in any event be liable to the other(s) for any damages resulting from any cause other than a violation of the obligations and commitments of such Party under this Agreement, and in particular the actions, omissions, or decisions of Third Parties. In addition, BePark's liability is strictly conditional upon compliance by the Customer and/or the User(s), as the case may be, with the Agreement and any advice and/or directives and/or instructions that may be given by BePark.
- 11.3 BePark's liability in terms of availability and maintenance of the provided parking management software is always limited to what is provided for in the **Appendix 2 – BePark PMS Service Level Agreement**.
- 11.4 None of the Parties is liable to the other(s) for damages caused by the act of a Third-Party or by unforeseeable circumstances. In particular, BePark is in no way liable for damages resulting in whole or in part from:
- 11.4.1 any unavailability of the parking lot, any malfunction, breakdown, or other technical problem related to the parking lot, any modification of the parking lot's internal regulations, any difficulty in accessing the parking lot or a given Parking Space, any problem with the gates, automatic barriers, or any other similar equipment, and more generally, any circumstance which is the responsibility of the Owner of the Parking Lot(s);
- 11.4.2 non-compliance by the Customer and/or the User(s) with the terms and conditions applicable to access and use of a parking lot;
- 11.4.3 any damage whatsoever, tangible or intangible, to any person or property, such as accidents, theft, entry barrier safety, or damage, even partial, which may occur on occasion or due to the access and use of the parking lot;
- 11.4.4 acts, omissions, or decisions of Third Parties and, more generally, of any Third-Party Service.
- 11.5 No Party shall be liable for consequential damages suffered by the other Party or Parties under or in connection with the Agreement. Consequential damages include, in particular, but are not limited to: the loss of use of any website, Internet access, hardware, or software; the costs of recreating lost data; damage to the Customer's, User's or any Third-Party's hardware or software; the cost of any replacement performance, equipment, software, or system; loss of revenue; loss of profits; loss of goodwill or reputation; loss of data, communications, or messages sent, received, or stored.
- 11.6 None of the Parties can be held liable for any consequence from a Force Majeure or any other cause beyond its reasonable control, including but not limited to internet outage, power failure, explosion, fire, war, epidemic and terrorism.

- 11.7 To the fullest extent legally permitted, and except in cases of fraud, wilful misconduct, or gross negligence, BePark's total liability arising out of or in connection with the Agreement shall be limited to the amount of the total fees paid by the Customer within the scope of the Agreement for the year during which the liability of BePark arises.
- 11.8 Unless in case of fraud, gross negligence or wilful misconduct, BePark shall decline any and all liability, in whatever capacity and for any reason whatsoever, for any damage to persons or goods that occurs during the use of the Parking Lot(s) such as, in particular, accidents, theft, or damages, albeit partial.

## **12. Indemnity**

- 12.1 BePark shall defend, indemnify and hold the Customer harmless against all pecuniary damages ultimately awarded in the context of any action brought against them by a Third-Party, insofar as such action is based on an allegation that the BePark Services used in compliance with the Agreement, infringes the Intellectual Property Rights of said Third-Party, provided that the Customer gives BePark (i) prompt notice of the complaint, (ii) exclusive control of the defence and any settlement thereof; and (iii) reasonable assistance, cooperation, and information in connection with the defence.
- 12.2 In the event that any of the BePark Services or any part thereof, in the reasonable opinion of BePark, is likely to be the subject of a claim of Intellectual Property Rights infringement by a Third-Party, BePark has the right, at its sole discretion and expense, to (i) modify the (allegedly) infringing BePark Service (or part thereof) so that it is no longer infringing all while preserving equivalent functionality; (ii) obtain a license permitting the continued use of the BePark service in accordance with the Agreement; or (iii) terminate further performance of the Agreement subject to reimbursement to the Customer on a pro rata basis of any Charges paid in advance.
- 12.3 The foregoing sets forth BePark's entire liability and obligation and the Customer's sole remedy with respect to any violation or alleged violation of any Intellectual Property Rights caused by the BePark Services or any part thereof.
- 12.4 The Customer shall defend, indemnify and hold BePark harmless against any demand, claim, loss, liability, or damage of any kind, including reasonable attorneys' fees, whether in tort or contract, that BePark may incur due to, or arising out of, (i) any violation by the Customer of any provision of the Agreement or any other instructions or policies issued by BePark or (ii) any fraud, wilful misconduct, or negligence committed by the Customer.

## **13. Confidentiality**

- 13.1 None of the Parties shall disclose to Third-Parties and/or use Confidential Information received, including elements of Information received before execution of the Agreement - whether or not they are governed by a specific non-disclosure agreement previously entered into - without the prior written consent of the other Party, except to its affiliates, subcontractors, suppliers, agents, and advisers engaged in the performance of the Agreement, on a "need to know basis", provided that such Third-Parties are bound by confidentiality obligations similar to those contained in the Agreement.
- 13.2 Each Party shall only use the Confidential Information, whatever it may be, for the strict purpose of performing its obligations under this Agreement.
- 13.3 Confidential Information does not include information that the Party in question can prove:
- 13.3.1 was already in the public domain at the time of the disclosure or which later enters the public domain without breach by the Party of its confidentiality obligations; or
  - 13.3.2 was lawfully in the possession of the Party before the disclosure occurred and is not subject to confidentiality obligations between the Parties; or
  - 13.3.3 has been or is being disclosed to the Party by a Third-Party who is not, to the best knowledge of the Party, bound by any obligation of confidentiality towards the other Party; or
  - 13.3.4 was or is independently developed by the Party without use or reference to the Confidential Information.
- 13.4 A Party has the right to disclose another Party's Confidential Information in accordance with a court order or other governmental decision, but it must first inform the other Party.
- 13.5 Each Party shall make appropriate efforts no less restrictive than those it makes to protect its own confidential information and its trade secrets, but in any event no less than reasonable efforts, to safeguard the other Party's Confidential Information and keep it secure.

- 13.6 Each Party shall return or destroy, upon written request of the Party owning the Confidential Information, all material containing the other Party's Confidential Information that is subject to confidentiality obligations by virtue of the Agreement, including all copies of any kind whatsoever. However, the Party receiving the request may retain Confidential Information required by binding laws or to fulfil its obligations under the Agreement, subject to all confidentiality obligations set forth in the Agreement.

#### 14. Privacy and Personal Data

- 14.1 Any processing of personal data of Users and any other natural person carried out by BePark as controller under the Agreement will be in accordance with the Privacy Policy of BePark, available on its website, and with applicable regulations (including, without limitation, 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 or "GDPR")).
- 14.2 Where BePark processes personal data on behalf and under the documented instructions of the Customer, the rights and obligations of the Parties with regard to that processing of personal data are exclusively governed by **Appendix 1 – Data Processing Agreement**.

#### 15. Suspension

- 15.1 BePark may at any time immediately and without notice suspend all or part of access to the BePark Services and/or one or more Parking Lot(s)
- 15.1.1 where relevant, failure to pay BePark invoices despite the fact that such failure has been notified by BePark. Such suspension may not entitle the Customer to a reduction on future invoices to be issued;
- 15.1.2 In any of the circumstances of termination described in article "Term and Termination".

#### 16. Term and Termination

- 16.1 This Agreement takes effect on the start date indicated on the Order Form and, unless otherwise agreed, will remain in effect for a fixed term of 1 year (the "Initial Term").
- 16.2 Upon expiration of the Initial Term (or any Renewal Term), the Agreement will automatically renew for a period of 1 year (the "Renewal Term"), unless a Party gives written notice by registered letter of its intention not to renew the Agreement at least 3 months before the expiration of the Initial Term (or a Renewal Term).
- 16.3 The Agreement may be terminated at any time by mutual agreement in writing between the Parties.
- 16.4 BePark may terminate the Agreement at any time and without justification upon 1-month prior written notice sent to the Customer. The Customer is solely responsible for communicating the termination of the Agreement and the BePark Services to the User(s).
- 16.5 In the event that a Party commits a material breach of its obligations under the Agreement or commits numerous breaches that may be individually insignificant but that are material in the aggregate, and, notwithstanding the sending of a formal notice to cease such breach(es), the defaulting Party does not comply with such request within 30 calendar days following receipt of such formal notice, the prejudiced Party has the right to terminate this Agreement effective immediately, without notice being required, without judicial intervention, and without any termination indemnity being due, by the simple sending of a registered letter, and without prejudice to the right of the prejudiced Party to claim from the defaulting Party any additional compensation to compensate all damages due to this breach of contract. In the event that a Party commits one or more breaches which are not remediable, in the sense that they make the continuation of the contractual relationship immediately and definitively impossible, the other Party shall have the right to terminate the Agreement effective immediately, without notice being required, without judicial intervention, and without any termination indemnity being due, by the simple sending of a registered letter, and without prejudice to the right of the other Party to claim from the defaulting Party any additional compensation to compensate all damages due to this breach of contract.
- 16.6 Each Party may terminate the Agreement immediately, without notice, without judicial intervention and without any compensation being due, by the simple sending of a registered letter, in the event of

the occurrence of exceptional circumstances which immediately and definitively render the continuation of any commercial relationship between BePark and the Customer impossible. The Parties agree that the following circumstances shall be considered exceptional circumstances under this article:

- 16.6.1 if a Party ceases payments, files for bankruptcy, is declared bankrupt, enters into liquidation or similar proceedings, or is liquidated;
  - 16.6.2 any circumstance not attributable to a Party that affects the ability of that Party to fully comply with its contractual obligations or where that Party cannot reasonably be expected to perform its contractual obligations;
  - 16.6.3 Force Majeure that continues for an uninterrupted period of more than 2 months after the Party faced with such Force Majeure notifies the other Party.
- 16.7 In the event of termination in whole or in part of the agreement between BePark and the Owner of the Parking Lot(s), the Agreement will be terminated by operation of law. BePark will provide best efforts to notify such termination 3 months in advance. The Customer shall be entitled to a pro-rata refund for the month that the Customer paid in advance to BePark.
- 16.8 Upon the effective termination of the Agreement for any reason:
- 16.8.1 the Customer and/or the User(s) will immediately cease all access to and use of the BePark Services;
  - 16.8.2 in the event of termination following a default or an exceptional circumstance attributable to the Customer, the Customer must pay BePark, without delay, all of the Charges due under Agreement for the entire Initial or Renewal Term in effect at the time of termination; in other cases, only the Charges due up to the day of termination must be paid;
  - 16.8.3 the provisions of this Agreement that are expressly or implicitly intended to survive termination, including but not limited to intellectual property, confidentiality, privacy and personal data, and/or non-solicitation and non-competition provisions, shall survive and remain in effect in accordance with their terms;
  - 16.8.4 the Parties will cease all use of the other Party's Intellectual Property Rights;
  - 16.8.5 each Party shall return or destroy, at the discretion of the other Party, all their Confidential Information as well as the advertising material, the price list, and all other documents that may have been provided to it and that are in its possession.

## 17. Non-Solicitation and Non-Competition

- 17.1 During the term of the Agreement and for a period of 12 months following the termination of the Agreement, the Customer shall abstain from, directly or indirectly, alone or with other persons, on their own behalf or in agreement with, through, or on behalf of persons, agents, intermediaries, joint ventures, or alliances, whether as director, consultant, subcontractor, employee, or in any other capacity:
- 17.1.1 engaging or being engaged in any business or activity that is, in whole or in part, in competition with any of BePark businesses or activities, in any country in which the BePark has carried out its business activities at any time during the term of this Agreement;
  - 17.1.2 soliciting, hiring, or removing (directly or indirectly) from BePark any of its employees, consultants, suppliers, or current customers.
- 17.2 Any violation of this section will entitle BePark a lump sum indemnity equal to 25,000 EUR.

## 18. Miscellaneous

- 18.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties within the limits of its subject matter. It therefore replaces and cancels, within this limit, any verbal or written agreement that may have preceded it, including, without limitation, any prior non-disclosure agreement between the Parties. The Customer specifically acknowledges and agrees that its own general or specific terms and conditions for purchase of goods and/or services are not applicable. If there are any discrepancies between translated versions of this Agreement, the text written in French will prevail.
- 18.2 **Assignment.** Neither Party is authorised to assign or transfer any or all of its rights, benefits, and obligations under the Agreement without the prior written consent of the other Party. As an exception, the Parties expressly acknowledge and accept that BePark shall have the right to assign or transfer all

or part of its rights, benefits, and obligations under the Agreement to a newly incorporated company taking over all or substantially all of the assets relative to the Services provided that the successor expressly agrees in writing to comply with the Agreement, and obligations under this Agreement and notifies the other Party in writing. BePark will be fully released from any obligation arising from the Agreement as soon as the assignment has taken place and notice has been given as stated above.

- 18.3 **Modifications of the Agreement.** BePark may amend or modify the content of this Agreement at any time upon written notification to the Customer. Where the customer wishes to object to such changes, such objection should be done in writing within 10 business days of the notification. The absence of objection by the Customer shall be interpreted as an agreement on the changes.
- 18.4 **Independence of the Parties.** No provision of the Agreement shall be interpreted as indicating the intention of the Parties to:
- 18.4.1 form a company, partnership, or joint venture; or
  - 18.4.2 cause one Party to act as the other Party's agent.
- Each Party is responsible for its own personnel (whether they be employees, agents, or independent subcontractors). No provision of this Agreement shall be interpreted to imply that a Party's personnel will be an employee, agent, or subcontractor of the other Party. The Agreement does not grant any rights to Third Parties, is not intended to exist for their benefit, and does not impose any obligations on Third Parties.
- 18.5 **Notices.** Any notice given under the Agreement must be in writing and will only be valid if made, for BePark, to the following email address: [account@bepark.eu](mailto:account@bepark.eu) and, for the Customer, to the email addresses communicated at the time of execution of the Agreement or subsequently in the event of a change. All notices will be effective upon receipt, which is deemed to occur at the time of delivery of the email, as established by the acknowledgment of receipt
- 18.6 **Announcement of the Partnership.** BePark reserves the right to publicly announce its commercial relationship with the Customer, including mentioning the partnership on its website or any other communication medium. However, the Customer may refuse such publication at any time by notifying their BePark contact in writing. Upon receipt of this notification, BePark will cease all public mentions within a reasonable timeframe.
- 18.7 **Severability.** If one or more of the provisions that are not essential to the subject matter of the Agreement are held to be totally or partially invalid, void, or unenforceable, the validity and enforceability of the other provisions will not be affected or compromised in any way. In this case, the Parties will negotiate in good faith to replace the provision declared (totally or partially) void, invalid, or unenforceable. The invalid, void or unenforceable provision shall remain applicable to the maximum extent permitted by the law.
- 18.8 **No Waiver.** The failure or delay of a Party to enforce a right or an option granted by the Agreement or a breach by the other Party cannot, in any event, be considered as or have the effect of a definitive waiver by such Party to subsequently enforce such right or breach.
- 18.9 **Applicable Law.** The Agreement is governed by and interpreted in accordance with Belgian law with exclusion of its conflict of laws rules.
- 18.10 **Jurisdiction.** Any litigation relating to or associated with the Agreement or subsequent contracts or transactions which may result therefrom, without exception, will be subject to the exclusive jurisdiction of the courts of Brussels.

**LAST UPDATE DATE: November 2024**