



# BE CENTRAL

## SERVICES AGREEMENT BETWEEN

**BeCentral SA**, a private limited liability company with social purpose organized under the laws of Belgium with registered office at Rue Cantersteen, 12 – 1000 Brussels in Belgium registered at the Register of Legal Entities of Brussels under number 670.901.290 hereby duly represented by Mr Laurent Hublet, Managing Director

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

## AND

**Name** with registered office at **address**, hereby duly represented by **(to be completed name and position)**,

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

BeCentral and the Client are hereinafter collectively referred to as the “**Parties**” and each individually as a “**Party**”

## WHEREAS:

BeCentral operates a physical space in Brussels of about 10.000 m<sup>2</sup> to house, host and welcome organizations, companies, projects and initiatives contributing to BeCentral’s mission: closing the digital skills gap and accelerating the digital transformation in Belgium.

The main purpose of BeCentral is to offer a full set of undividable Services against a unique, lump sum price, via a complete and integrated physical and online infrastructure.

The Client operates in **(to be completed)** and its business activities are as described and defined in article 1 below (hereinafter the “**Business**”). The Client is interested to benefit from the Services offered by BeCentral, as set out in this Agreement and its Annexes.

The purpose of this Agreement is to determine and to agree upon the nature and scope of the Services to be rendered by BeCentral to the Client during the term of this Agreement.

## IT HAS BEEN AGREED AS FOLLOWS:

## 1 DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following capitalised terms and expressions shall have the following meaning, unless the context requires otherwise:

<b>Access Badge</b>	means the badge(s) the Client's User(s) will receive under this Agreement to access the BeCentral Premises.
<b>Agreement</b>	means this Services Agreement with its Annexes.
<b>Allocated Space</b>	means the private, dedicated (fix) or flex workspace allocated to and rented by the Client where the Client will be authorized to perform its Business activities.
<b>Annexes</b>	means the Annex(es) attached to this Services Agreement.
<b>BeCentral Premises</b>	means that part of the Building rented by BeCentral
<b>Building</b>	means The Central Station office building with its main entrance located at Cantersteen 12, 1000 Brussels.
<b>Business</b>	means any activity of the Client as specified in this Agreement.
<b>Business Day</b>	means any day from Monday to Friday (included), excluding bank holidays in Brussels (Belgium).
<b>Client</b>	means the legal entity with which BeCentral signed this Agreement. The Client's responsibility under this Service Agreement extends, without limitation, to its representatives, owners, any person under its authority or responsibility, as well as its Users and guests.
<b>Common Space</b>	means all areas which can be used by the Client and other BeCentral clients (e.g. lobby, kitchenettes, rest rooms, locker room, ... ), the costs and charges of which are included in the monthly fee stipulated in article 4.3 of the Agreement.
<b>Contact Person</b>	means the person designated by the Client as the primary contact for dealing with BeCentral.
<b>Effective Date</b>	means <b>DATE</b> the date on which this Agreement enters into force between the Parties.
<b>Event of Force Majeure</b>	means an event beyond the control of any Party, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: <ul style="list-style-type: none"><li>• act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);</li><li>• war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;</li><li>• rebellion, revolution, insurrection, or military or usurped power, or civil war;</li><li>• contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;</li><li>• riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to the Users; or</li></ul>

- acts or threats of terrorism.

**Meeting, training, conference or event rooms/space destined for Clients only** means all areas or rooms designated by BeCentral as areas or rooms which can be used free of charge by the Client upon prior reservation and availability.

**Meeting, training, conference or event rooms/space destined for Clients and non-Clients** means all areas or rooms designated by BeCentral as areas or rooms which can be rented by Clients and non-Clients at applicable tariffs, upon prior reservation and availability.

**Services** means the Services provided by BeCentral to the Client under this Agreement.

**Users** means the person(s) designated by the Client who will make use of the Client's Allocated Space (private, dedicated or flex).

## **2 SERVICES PROVIDED BY BECENTRAL**

- 2.1 The Services provided by BeCentral to the Client are described in **ANNEX 1** of the Agreement.
- 2.2 This Agreement is a services contract, whereby the nature of the Agreement, the Services provided hereunder and the short term of the Agreement are all essential elements. Both Parties explicitly agree that the provisions of the Belgian Civil Code on lease agreements are not applicable to this Agreement. The Client does not have any rights in rem or usage rights with respect to the Building, or a specific part thereof, but only the right to share the use of the Building with BeCentral and its other clients, enabling BeCentral to deliver its Services to the Client.
- 2.3 It is expressly agreed that the Client may not use the Allocated Space or, Common Space at BeCentral for the purpose of organising a retail commerce or work craft activities, which would entail a direct contact with the general public in the Building, even where these activities would be organised as demo sessions. Hence, this Agreement is not, and can never be, subject to the law of 30 April 1951 on commercial leases. Before granting access to the Allocated Space, the Parties will make a check-in inventory of the Allocated Space together including a description of the initial state of the Allocated Space.
- 2.4 The access for each User is personal and non-transferable. The Client shall also provide BeCentral with all required identification details of each of the Users, who require access to BeCentral pursuant to this Agreement. Furthermore, the Client will have to appoint a Contact Person which will be the sole and unique interlocutor for BeCentral for the execution of the Agreement. For the avoidance of doubt, the Client decides, at its discretion, who it appoints as User(s). Each User shall commit to comply with the Agreement and with the internal policy of the Building by signing the undertaking that will be submitted by BeCentral when providing the Access Badge.
- 2.5 A copy of the identification card of the Contact Person and of each of the Users are attached to this Agreement as Annex 4.

## **3 TERM OF THE AGREEMENT – TERMINATION**

- 3.1 The Agreement is entered into on the Effective Date for a period of time of **two (2) years**, following the Effective Date.
- 3.2 The Agreement can be terminated at any time before the end of the term of the Agreement, by each Party by giving a one (1) months prior written notice to the other Party.
- 3.3 BeCentral can terminate the Agreement with immediate effect and without any prior notice being required, nor a compensation or indemnity whatsoever for an early termination of the Agreement, in each of the following circumstances:
- (a) the bankruptcy, insolvency, winding-up, dissolution or liquidation or any other situation of concurrence of the Client's creditors;
  - (b) if an invoice is not paid on its due date, and this has not been remedied within thirty (30) Business Days after BeCentral has sent a notice of default via a registered letter to the Client in respect thereto;

(c) if the Client (as a result of the behaviour of a User or a guest of the Client) carries out its activities in breach of the internal policies and/or criteria imposed by BeCentral and if such breach has not been remedied within a period of ten (10) Business Days after notification by registered letter of such breach from BeCentral.

3.4 Upon termination, the Client, its Users and guests will have no further access to the Building.

3.5 The Client can terminate the Agreement with immediate effect and without any prior notice being required, nor a compensation or indemnity whatsoever for an early termination of the Agreement, in each of the following circumstances:

(a) the bankruptcy, insolvency, winding-up, dissolution or liquidation or any other situation of concurrence of BeCentral's creditors;

(b) If BeCentral does not provide the Services listed under Annex 1, and if such breach has not been remedied within a period of ten (10) Business Days after notification by registered letter of such breach by the Client. In case of such unilateral and immediate termination of the Agreement by the Client, a termination compensation for the damages suffered by the Client shall be due by BeCentral, equal to the indemnity of two (2) months' fees as provided in article 3.3.

**4 FEES - INVOICING**

- 4.1 The fee applicable for the Services provided by BeCentral amounts to 50€ (excl. VAT) per month for the first year and 250€ (excl. VAT) per month for the second year (see Annex 3)
- 4.2 BeCentral will invoice the Client at the beginning of each month for the Services to be provided during that same month. Such 'advance-invoices' (to be increased with the applicable VAT rate, as the case may be) are payable by the Client within fifteen (15) calendar days, and shall be issued each calendar month. In case the Effective Date falls in the course of a month, the Client will receive two (2) invoices at the beginning of the following month: one (1) for the prorated start month and one (1) for the current month.
- 4.3 Invoicing by BeCentral shall be done by issuing a monthly electronic invoice by email to the principal email address of the main Contact Person of the Client as described in article 2.4.
- 4.4 The Client may request certain additional Services from BeCentral. Applicable tariffs for these additional Services are available upon request. The related additional fees will be payable by the Client at the beginning of the month following the month in which these additional Services were provided. The amounts due by the Client for these additional Services will be indicated on the invoices issued by BeCentral in accordance with article 4.3.
- 4.5 In case of a delay of payment, the amounts due by the Client shall be automatically increased, and without a prior notice of default being required, with delay interests computed in accordance with the Law of 2 August 2002 on late payments in commercial transactions.
- 4.6 Furthermore (and without prejudice to any other rights provided for in this Agreement), BeCentral is authorized to suspend the access to the Building, to the Client and/or any and all of the Users, in case of any payment delay, subject to a prior notice of default by registered letter, which the Client has not remedied within fourteen (14) Business Days following the date of such notice.

## **5 TRANSFER**

- 5.1 The Parties agree that the Agreement is concluded “intuitu personae”. Consequently, the Client may not transfer any of its rights or obligations under the Agreement in part or in whole without the prior written consent of BeCentral and for the avoidance of doubt the Client is not authorized to (sub)lease the Allocated Space to any third party. BeCentral can refuse such request, without any further justification. BeCentral is authorized to transfer its rights and / or obligations under the Agreement without the prior consent of the Client.
- 5.2 The Access Badges delivered by BeCentral to the Client are personal, and cannot be used by other persons than those who have been notified by the Client to BeCentral in accordance with article 2.4.

## **6 ACTIVITIES OF THE CLIENT**

The Client is free, insofar in full and due accordance with article 2.3 of this Agreement, to conduct its activities as it deems fit, it being understood that only “office” activities are allowed in the Allocated Space. In addition, the internal policy of the Building (see Annex 2), and in general, all applicable laws and regulations, shall be respected during the entire term of this Agreement by the Client, its Users and guest. The activities of the Client may not create nuisance to BeCentral, or to any other users or visitor of the Building. The Client procures that its Users and guest will comply with the present article. The Client shall be held solely responsible towards BeCentral for any breach of the present article by a User or a guest of the Client, without prejudice to the right of BeCentral to - at its own discretion - address an additional and direct claim to any User or guest of the Client.

## **7 OBLIGATIONS AND PROHIBITIONS FOR THE CLIENT**

The Client acknowledges, accepts and undertakes to comply with the provisions of the internal policy with respect to the Building (see Annex 2), as well as with all other provisions which will be imposed by BeCentral to the users of the Building. The internal policies may be unilaterally amended from time to time by BeCentral, it being understood that the applicable internal policy will be posted in BeCentral Premises and that the continuous performance of this Agreement by the Client shall be regarded by the Client as agreement to the amended internal policy. The Client will inform the User of the internal policy and procures that its Users and guest will comply with the internal policy (including obligations of the Client). The Client shall be held solely responsible toward BeCentral for any breach of the internal policy by a User or a guest of the Client, without prejudice to the right of BeCentral to - at its own discretion - address an additional and direct claim to any User or guest of the Client.

## **8 UNDERTAKINGS BY BECENTRAL**

- 8.1 BeCentral undertakes to offer to the Client and its guests, a high quality service and expressly agrees to act with due care at all times.
- 8.2 BeCentral acknowledges, accepts and undertakes to provide the Services listed under Annex 1, as well as with all other provisions imposed on BeCentral under this agreement.

- 8.3 To such end, the Client explicitly agrees to the usage of its company name and/or logo by BeCentral as well as the usage of any photos taken by BeCentral of the Client and/or its User(s) in BeCentral brochures, social media and any other carrier as the case may be from time to time.

## **9 INSURANCE**

- 9.1 The Client is responsible for any damage to property or injury to persons resulting from its activities within the building.
- 9.2 The following insurance with respect to the Building are taken out by BeCentral or the building owner, as the case may be:
- Fire insurance
  - Rental civil liability insurance
- 9.3 The Client explicitly waives any and all insurance claims it may have vis-à-vis BeCentral pursuant to any damages or losses the Client might have encountered due to fiery and/or unexpected results such as fire, water damages or accidents, etc.
- 9.4 The Client is responsible to insure any equipment/property left in its Allocated Space.

## **10 LIABILITY**

- 10.1 The Client agrees that BeCentral can in no event be held liable for any loss, damage or claim of the Client, which relates to or results from the Agreement and/or the use of the Services offered, unless such loss, damage or claim of the Client is the direct result of the wilful intent or gross negligence of BeCentral.
- 10.2 Furthermore, BeCentral shall in no event be liable for any revenue decrease, loss of profits, loss or damage to data, claims of third parties or any consequential loss.
- 10.3 BeCentral cannot be held liable by the Client for theft or damages to personal goods or property of the Client within the Building, unless such loss, damage or claim of the Client is the direct result of the wilful intent or gross negligence of BeCentral
- 10.4 The Client is responsible towards BeCentral and all third parties for the actions or faults of the persons that it has granted access to the Building to under this Agreement, either as customer, supplier, visitor or otherwise.
- 10.5 The Client acknowledges that BeCentral has only a best efforts obligation towards the Client as to remedy or to (have) repair(ed) any and all defects (such as, odours, warm/cold water, etc.) relating to the Building.

## **11 FORCE MAJEURE EVENT**

- 11.1 Neither the Client nor BeCentral shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.
- 11.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

## **12**    **MISCELLANEOUS**

### 12.1    Notices

Any notifications due or in connection with the Agreement will be valid if sent by email to the email address which is usually used by the Parties in the course of their correspondence or by registered mail to the addresses included in the presentation of the Parties.

Notwithstanding the above, the notifications set out in article 3.4 (b) and (c), 3.7 (b) and 4.7 of the Agreement, will only be valid if sent by registered mail.

Such notice per email shall be deemed effective on the day it is sent or, if not sent on a Business Day, on the first following Business Day. Such notice per registered email shall be deemed effective no later than two (2) days after the mailing.

The Parties must notify their change of address to another Shareholder pursuant this provision.

### 12.2    Invalidity

If any provision of the Agreement is, or is held to be, illegal, invalid or unenforceable, then, so far as it is illegal, invalid or unenforceable, it has no effect and is deemed not to be included in the Agreement. This will not invalidate any of the remaining provisions of the Agreement. The Parties will then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

### 12.3    Governing Law - Jurisdiction

The Agreement is exclusively governed by Belgian Law.

Only the French-speaking courts of Brussels have jurisdiction in any dispute relating to the Agreement, including its validity, interpretation or performance.

**IN WITNESS WHEREOF, the Parties have executed this Agreement on (date to be completed) in two (2) originals, both Parties acknowledging receipt of one original.**

Brussels, day month year

**(1) For BeCentral SA**

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Charlene Crespel  
CEO

**(2) For xxx**

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Name to be completed  
Function to be completed

**ANNEXES:**

- Annex 1: List of Services provided by BeCentral;
- Annex 2: Internal policy of the Building;
- Annex 3: Plan including the Allocated Space;
- Annex 4: Identification details and copy of the Identification card of the Contact Person and of each of the Users;
- Annex 5: Wifi policy;
- Annex 6: External events Policy

**Annex 1: List of Services provided by BeCentral**

Annex 1 of the Service Agreement agreed between the Client and BeCentral regarding the access and the use of Allocated and Common Spaces by the Client in the Premises of BeCentral lists the Services included in the Agreement.

- Access badges to enter the Building and the BeCentral premises to perform the Client's activities. 1 entry badge per registered User in case of Allocated Space with a maximum of 1 badge per 5m<sup>2</sup> in case of a private office/training space
- Access to and use of the Allocated Space in the BeCentral premises as described in Annex 5
- Allocated Spaces are fully equipped (furniture, lighting & cables)
- Free high performance Wi-Fi throughout the building
- Office management services including cleaning, garbage & general maintenance
- Reception desk to welcome visitors & distribute incoming post
- Operating costs including water, electricity and heating
- Property taxes are included
- Building insurance is included
- Use of Common Space including lobby, chillrooms, kitchenettes, rest rooms, showers and phone booths
- Not included:
  - o a civil liability insurance "operations" to cover the activities carried out in the Building
  - o an insurance covering furniture or refurbishment put or made by the Client
  - o use of specific Services (e.g. use of Meeting, conference or event space open for use and rent by non-Clients) not included above and subject to applicable tariffs

## **Annex 2: Internal policy of the Building**

### **1. GENERAL**

#### **1.1 Meeting, training, conference and event rooms/space destined for Clients only**

The Client can make use and has access to meeting, conference and event space/rooms destined for free of charge use by Clients under the conditions of the Services Agreement and its Annexes.

Access to and usage of these spaces/rooms are at any time subject to prior reservation and availability. The Client shall at all times use these spaces/rooms as a diligent and responsible person, safeguarding the materials and conditions of these meeting space/rooms.

The Client will take all necessary actions to leave the used meeting and conference rooms in the same condition as they were before using them. That means safeguarding the maintenance of the available equipment in these meeting and conference rooms and keep/leave the rooms/space in a clean condition.

If the Client omits to preserve the availability of any materials or available equipment in these meeting and conference rooms or cleanliness after usage thereof, BeCentral reserves its right to charge any loss or missing of such materials and/or equipment to the Client that will not take good care of such materials and/or equipment or any cleaning service.

#### **1.2 Meeting, training, conference and event rooms/space also destined for non-Clients**

The Client can make use and has access to meeting, training, conference and event space/rooms up for rent for non-Clients also, at applicable tariffs.

Access to and usage of these meeting spaces/rooms are at any time subject to prior reservation and availability. The Client shall at all times use these spaces/rooms as a diligent and responsible person, safeguarding the materials and conditions of these meeting space/rooms.

The Client will take all necessary actions to leave the used meeting and conference rooms in the same condition as they were before using them. That means safeguarding the maintenance of the available equipment in these meeting and conference rooms.

If the Client omits to preserve the availability of any materials or available equipment in these meeting and conference rooms after usage thereof, BeCentral reserves its right to charge any loss or missing of such materials and/or equipment to the Client that will not take good care of such materials and/or equipment.

#### **1.3 Common Spaces**

The Client shall have access to all Common Spaces in the BeCentral Premises. The Client shall at all times assure the good maintenance of the Common Spaces as a responsible User. [L]  
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#### **1.4 Use and incorporation of BeCentral address as a Client address and safeguard of BeCentral goods**

During the first year of the contract, The client may use BeCentral's address as their registered address only with BeCentral's prior written approval and upon payment of an additional fee of 75€/month, which will be invoiced to a Client's VAT-registered entity.

As from the second year, the Client has the right to use the BeCentral address as the Client's address and registered address and refer to it in its correspondence with third parties at no further charges. The Client must inform BeCentral in writing, prior to registering the Client's company address at the BeCentral address, if the Client will make use of this right.

Given the usage of the BeCentral Premises address by the Client, under no circumstances whatsoever, no movable nor immovable goods, property of or in any other way used or leased by BeCentral within the BeCentral Premises can be object of any (movable or immovable) seizure, caused by any action or omission by the Client and/or its guests.

The Client will at all times safeguard BeCentral in any such seizure proceedings, affirming, at its own costs (including legal fees), that any movable or immovable goods, seized by any third party for any action or omission caused by the Client, are not the property of the Client, and are therefore not sizable by any third party proceeding to seizure of any goods of the Client due to any action or omission of the latter.

### **1.5 Access to high performance Wi-Fi access points**

The Client shall have access to high performance Wi-Fi access points, available in the BeCentral Premises.

Under no condition BeCentral can be held liable for any unavailability or insufficient providing of such Wi-Fi access points, nor any failure of the Wi-Fi network, whatever the reason for such shutdown may be. <sup>(1)</sup><sub>(SEP)</sub>

### **1.6 Regular cleaning**

BeCentral will regularly clean the areas made available to the Client. That includes all Common Spaces and the Client's Allocated Spaces. However, the Client is required to keep the Premises clear and clean, meaning that the Client will at all times make sure that its office(s) are in good maintenance when leaving.

### **1.7 Access to BeCentral events**

The Client is granted access to the events BeCentral organises in the BeCentral Premises. The Agenda can be accessible upon demand.

Certain events may be subject to additional participation fees, if applicable. In this case and under no circumstance, BeCentral can be held liable for

- (i) unforeseen cancelation of such events,
- (ii) insufficient quality or any other dissatisfaction the Client might experience upon participation to such event.

BeCentral cannot be held responsible in any circumstance if the Client cannot participate to an event in the BeCentral premises.

## **2. ACCESS BADGES**

### **2.1 Personal badge**

The Access Badge to enter the Building and BeCentral Premises is personal to the Client's Users. The Access Badges cannot be shared or made available to anyone else than the Client without prior notice to BeCentral.

### **2.2 Extra Access badge**

BeCentral has agreed to provide the Client with (number) extra badge at a cost of EUR 25 per month (excl.TVA).

### **2.3 Loss of an Access Badge**

In the event that a Client loses an active Access Badge, it must report this loss to BeCentral immediately and forfeit the damage deposit which amounts to EUR 25 (excl. VAT) by a new badge that will be invoiced immediately to the Client.

### **2.4 Improper use of an Access Badge**

Any improper usage of an Access Badge shall immediately lead to its deactivation. The Client will be requested to remedy the improper usage before having its Access Badge reactivated. .

## **3. DAMAGE TO THE SPACE OR EQUIPMENT**

### **3.1 Damages**

If BeCentral identifies any damage(s) to any Allocated or Common Space, which is/are beyond general wear and tear, the identified Client that is responsible of the incurred damage(s) will be charged for repairs. This includes damage(s) caused by the Client and/or its guests.

### **3.2 Allocated Space**

The Client is expected to return the Allocated Space in their original condition as determined by BeCentral at the time of the initial occupancy. No element (incl. but not limited to painting, poster, logo...) may be added or hung up on the inside or outside walls of the Allocated Space. No in- or outside painting shall be done to the office(s), railings, doors, windows, or any other part of the Allocated Space.

No awning, foil paper or shades shall be erected over, on or outside of the windows of the Allocated Spaces without the prior written consent of BeCentral authorized staff.

Pets are prohibited in the Allocated Spaces at all times.

### **3.3 Costs**

Any physical damage to any of the spaces within the BeCentral Premises caused by a Client and/or its guests shall be repaired at the cost and expense of such Client.

## **4. CLIENT PERMITTED ACTIVITIES**

### **4.1 Noise, nuisance or odour**

The Client, its Users as well as its guests shall not create nor permit the creation or continuation of any noise or nuisance or objectionable odour which, in the opinion of BeCentral, may or does disturb the comfort or quiet enjoyment of the Premises by other clients, their users or their respective guests.

In case of such noise or nuisance or objectionable odour is due to the Client, the Client shall immediately take all necessary action to abate such noise or odour to the satisfaction of BeCentral.

### **4.2 Toxic substances**

Toxic substances are defined as substances that, upon ingestion, inhalation, absorption, application, injection, or development within the body, in relatively small amounts, may cause structural or functional disturbance.

These are prohibited in the BeCentral Premises.

### **4.3 Toilets, sinks and the plumbing system**

The toilets, sinks and other parts of the plumbing system in all of BeCentral Premises shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, substances associated with any arts practice or other substances shall be thrown therein.

### **4.4 Regulation and government law**

No immoral, improper, offensive or unlawful use shall be made of any (office) space. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed and BeCentral cannot be held responsible if the Client breaches those regulations/laws.

The Client and its User shall hold the other Party harmless from and against any liability resulting from any breach to the present article 4.4, but more generally any breach to article 4 by any client, users or their guests.

### **4.5 Drugs and illicit substances**

Drugs and illicit substances and their use in the BeCentral Premises are prohibited.

If a Client, its Users and/or its guests are under the influence of drugs or illicit substances, they can be asked to leave the BeCentral Premises immediately.

The Building is a strictly no smoking area. 

## **5. COMMON SPACES**

### **5.1 Common Spaces**

No Client shall harm, mutilate, destroy, alter or litter the Common Spaces or any of the landscaping work in the BeCentral Premises.

Outside of any areas designated for the posting of notices as determined by BeCentral authorized staff, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Spaces, whatsoever.

No awning, foil paper or shades shall be erected over, on or outside of the windows without the prior written consent of BeCentral authorized staff.

No equipment shall be removed from the Common Spaces by, or on behalf of, any Client. No in- or outside painting shall be done to the office(s), railings, doors, windows, or any other part of the Common Spaces.

The passageways and walkways which are part of the Common Spaces shall not be obstructed by any Client or used by them for any purpose other than for ingress and egress to and from an office or some other part of the Common Spaces.

Pets are prohibited in the BeCentral Premises at all times.

## **6. GARBAGE DISPOSAL**

### **6.1 Recycling**

Small amounts of garbage and recycling produced as the result of Allocated Spaces or Meeting, training, event or conference space use may be placed in the labelled bins within the appropriate BeCentral Premises. If substantial garbage or be produced it must be placed in the outdoor garbage bins.

### **6.2 Outdoor garbage**

Loose garbage is not to be deposited in the outdoor garbage bins. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and vermin.

Building materials, furniture and large objects must not be placed in the outdoor garbage bins, and is to be removed from the BeCentral Premises by the Client. Such items shall not be left outside the office(s) or on any Common Spaces. No garbage is to be left on the ground beside the outdoor garbage bins.

### **6.3 Potential fire**

No burning cigarettes, cigars, ashes or other potential fire hazards shall be put in the garbage bins. Client must use the recycling facilities as provided in the BeCentral Premises and follow the policies as established.

### **6.5 Toxic materials**

All toxic and hazardous materials will be disposed of by the Client according to the regulations of the State of Belgium.

## **7. SAFETY & SECURITY**

### **7.1 Incidents**

Any incidents of theft, damage or vandalism shall be reported to BeCentral. If any such incident is caused by the Client, its User or its guest, legal action shall be taken and the Client shall be held solely responsible.

Clients acknowledge that BeCentral is firmly committed to a lawful and crime-free policy for all of its properties and tenancies. The commission of any criminal act or the use and/or distribution of any illegal substances by a Client, its User, or any employee, servant, agent, contractor, guest or customer of the Client and its Users is strictly prohibited anywhere on or about the property and will result in legal action.

### **7.2 Suspicious person(s)**

The Client is to immediately report any suspicious person(s) spotted in the BeCentral Premises to authorized BeCentral staff.

### **7.3 Hazardous or offensive goods**

Hazardous or offensive goods, provisions or materials in quantities appropriate to a Client's practice, must be properly stored and disposed of and shall not be kept in any of the common spaces.

#### **7.4 Electrical circuits and water**

The Client, its Users or guests shall not overload existing electrical circuits and water should be used with care and not be left running if not needed.

The Client will be held solely responsible for any water floods and for damages resulting from such use.

#### **7.5 Safety risk**

The Client may not do anything which may cause a fire, health or safety risk. The Client may not disconnect or tamper with any safety, security or smoke detection equipment, including the fire alarm system.

#### **7.6 Fire**

No Client shall do, or permit anything to be done in a office or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Clients, or in any way injure or annoy them, or conflict with the laws relating to fire or with the applicable regulations or with any insurance policy carried by BeCentral or any Client User. For the sake of clarity, it is among others expressly forbidden to light candles and any other elements and to use any warming devices.

#### **7.7 Smoking**

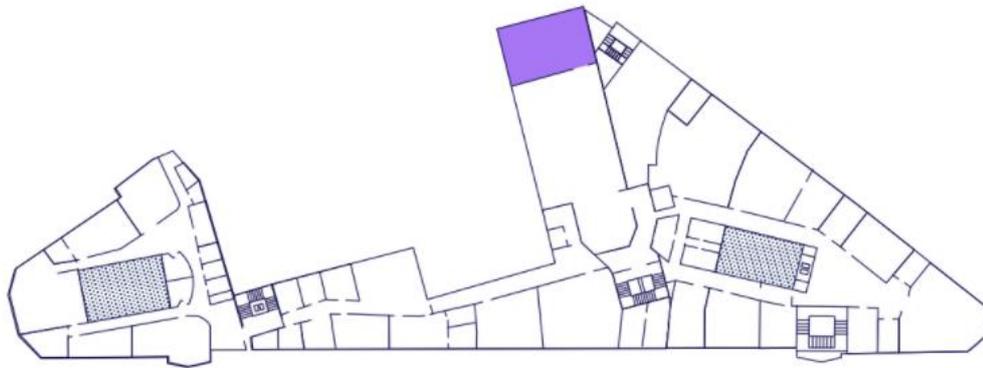
Smoking is prohibited in the building and anywhere in the BeCentral Premises.

#### **7.8 Theft, damage and/or vandalism**

BeCentral explicitly waives, and the Client acknowledges and accepts such waiver, any and all responsibility and/or liability vis-à-vis the Client or any other affected third parties for any and all incidents of theft, damage and/or vandalism within the BeCentral Premises, regardless of the cause and/or consequences of such incidents of theft, damages and/or vandalism.

**Annex 3: Plan of the Allocated Space**

Room number	The Field
Floor	2nd
Type of room	Shared-space – Fix desk(s)
Number of desks	1



**Annex 4: Identification details and copy of the Identification card of the Contact Person and of each of the Users**

**Annex 5 - Wi-Fi Policy**

**1 Wi-Fi Service**

- 1.1 BeCentral provides the Client with complimentary high-performance Wi-Fi throughout BeCentral's premises, subject to the conditions herein contained. This service is provided as is, without expressed or implied warranties or representations of any kind.
- 1.2 BeCentral is free to choose and change its third-party WiFi provider (the "WiFi Provider") and to amend the WiFi and security conditions attached hereto, acting in the best interest of BeCentral and its community.

**2 Responsibility & Liability**

- 2.1 The Client uses the WiFi at its own risk and responsibility entirely. BeCentral cannot be held liable for any Wi-Fi interruption, insufficiency, unavailability, vulnerability, nor any inconvenience, loss, damage, failure, malware, virus, attack or claim directly or indirectly related to using the Wi-Fi.
- 2.2 The Client commits to abide by all obligations herein contained, including security, privacy and lawfulness. The Client strictly refrains from any unlawful and unethical action or inaction, some of which may engage the Client's civil and criminal liability.
- 2.3 Without prejudice to articles 3.4. and 3.5. of the Services Agreement, any breach, negligence, cause or failure on the part of the Client with any of the obligations herein contained gives BeCentral the right to disallow the Client from accessing the WiFi, to terminate the Services Agreement with immediate effect.
- 2.4 The Client shall fully indemnify BeCentral against all claims, actions, proceedings, demands, damages, losses, expenses or costs arising or resulting from the Client's prohibited or unlawful acts.
- 2.5 The Client's responsibility under this Annex extends, without limitation, to its representatives, owners, any person under its authority or responsibility, as well as, in line with articles 9 and 10 of the Services Agreement, to its Users and guests.
- 2.6 The Client may not delegate its obligations under this Annex and shall obtain sufficient guarantees that its partners and providers (e.g. third-party cloud and software) comply with similar privacy, security and lawfulness requirements.

**3 Cybersecurity**

- 3.1 The Wi-Fi on BeCentral's premises comes by default with a powerful firewall installed by the Wi-Fi Provider for security purposes.
- 3.2 The Client makes best efforts to prevent, detect and address security breaches:<sup>1</sup>

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<sup>1</sup> See Cyber Security Guide for SME: [www.cybersecuritycoalition.be/content/uploads/cybersecurity-guide-sme-EN.pdf](http://www.cybersecuritycoalition.be/content/uploads/cybersecurity-guide-sme-EN.pdf) and CERT's Safe on Web guidance: [www.safeonweb.be](http://www.safeonweb.be).

- Prevention includes the Client's duty to adopt all reasonable security measures within its reach, such as antivirus, strong passwords, encryption, VPN, regular updates and log out. Security shall be set up in any project and tool, by design (embedded upfront) and by default (preferred option throughout).
  - Detection shall be as prompt, proactive and reactive as possible. The Client must have its own breach detection and response procedure in place. It shall further consider holding a cybersecurity insurance as per its risk exposure.
  - The Client must report security concerns and actual or suspected breaches to BeCentral within 24 hours and, under certain circumstances, to data protection authorities within 72 hours from occurring. Legal advice is recommended before alerting the authorities and/or the public.
- 3.3 Failure to comply with security duties or to report breaches is subject to penalties by law. The Client should seek legal advice to prevent and address breaches and before alerting authorities and/or the public. Relevant contacts for advice and reporting are provided in [Article 8] of this Annex.
- 3.4 Should the Client face truly unavoidable burdens in carrying out its work due to the high-security level of the firewall, it may exceptionally request a tailored lower security level at own risk and responsibility in all respects. . Approval is at the sole discretion of BeCentral, in collaboration with its WiFi Provider, and subject to the following:
- The Client justifies explicitly and technically why there is no other way to perform its task without lowering the firewall security level (necessity + proportionality).
  - The impact would and can be limited to the Client's scope of activity, without affecting other BeCentral's Wi-Fi users' security levels (protection + limitation).
  - The Client takes full responsibility for the consequences of the weakening of security levels.
  - The Client understands that BeCentral may refuse, terminate and revise such tailoring at any time, with notice to the Client, overall security remaining the priority.
- 3.5 The Client refrains from developing or offering goods and services jeopardising cybersecurity at BeCentral and/or from engaging into any activity that could put cybersecurity at risk.

#### 4 **Privacy & Data Protection**

- 4.1 The Client bears full responsibility and may be held liable for the data it controls and/or processes.
- 4.2 The Client fully understands and complies with applicable data protection rules, including the EU's General Data Protection Regulation (GDPR) and Belgium's Data Protection Law of 30 July 2018.
- 4.3 The Client shall protect personal data and people's privacy, by design (embedded upfront) and by default (preferred option) across its activities, projects and tools.
- 4.4 Fundamental data protection principles include notably: personal data minimisation, accuracy, integrity and confidentiality; transparency towards data subjects (people) and respecting their rights (access, erasure, portability...); lawfulness and fairness of data-related activities; safeguards against transfers outside the EU; screening of partners and processors; and overall accountability.

- 4.5 BeCentral cannot be held liable for any breach of personal data protection rules in relation to its Clients' activities. BeCentral has no oversight over or role in its Clients' data-related activities.

## 5 Lawfulness

- 5.1 The Client must comply with all applicable laws and regulations. Access to and use of the WiFi are subject to the Client's unconditional commitment NOT to engage into any unlawful activity or content, whether actively or passively, directly or indirectly.
- 5.2 Strictly prohibited activities and content include notably: pirating and illegal downloads, infringements on intellectual property rights, indecent and obscene materials, fraud, extortion, spamming, spying, theft, racism, putting children and easily-influenced people at risk.
- 5.3 The Client shall exercise due care at all time to prevent any unlawful occurrence and to take the necessary measures to address any concern. Unlawful activities may lead to criminal enforcement and require due legal advice and representation.
- 5.4 Should the Client's research and development navigate in uncertain areas, it should proactively anticipate on the necessary measures to ensure lawfulness. Regulatory sandboxes may be considered in cooperation with competent authorities. The Client shall inform BeCentral in advance of any such project.

## 6 Audit & Reporting

- 6.1 BeCentral and its duly appointed representatives have the right to audit, with and without prior notice, the Client's abidance by its obligations and commitments. BeCentral shall make clear what the audit scope and rationale are. The Client, its representatives and any person under its authority or responsibility, shall cooperate and address audit requests actively and in good faith.
- 6.2 The Client must inform BeCentral immediately if the Client:
- is subject to an investigation by public authorities;
  - has doubts as to whether its activities and projects are compliant;
  - sees or hears about suspicious activities by others;
  - suspects or identifies a risk or breach to the security, in line with [Article 3.2] of this Annex.
- 6.3 Failure to duly inform BeCentral may be subject to penalties and termination under [Article 2.3]. Informing BeCentral does not relieve the Client of its obligations and commitments. The Client is further encouraged to self-audit regularly.

## 7 Awareness

- 7.1 The Client is committed to care and raise awareness about security, privacy and lawfulness as part of its activities carried out at BeCentral. The Client shall make best efforts to stay aware and up to date on best practices fostering security, privacy and lawfulness.

- 7.2 The Client is aware of the high risks coming along with non-compliance, often including civil and criminal enforcement, fines and penalties, reputation harm, business ineligibility, termination of projects and contracts and compensation of the victims.
- 7.3 The Client is aware that, under certain circumstances, proper legal advice and representation are a key support to adopting the right measures and ensuring due process.

## 8 Contact Points

- 8.1 The Client shall not make any claim or representation involving BeCentral without express prior consultation with and approval from BeCentral.
- 8.2 The Client may or shall have recourse, depending on circumstances, at its discretion and responsibility, to one or more of the following contacts:

**BE CENTRAL:** BeCentral's internal contact point for questions and reporting is Nicolas Gryson at [nicolas@becentral.org](mailto:nicolas@becentral.org)

**LEGAL & COMPLIANCE:** BeCentral's partner law firm GOVERN & LAW, Me Mona Chammas at [mona.caroline@governlaw.com](mailto:mona.caroline@governlaw.com), +32(0)495677474

**DATA PROTECTION:** Belgium's Data Protection Authority at [www.autoriteprotectiondonnees.be](http://www.autoriteprotectiondonnees.be) and the European Data Protection Board (EDPB) at [www.edpb.europa.eu](http://www.edpb.europa.eu).

**CYBER SECURITY:** Belgium's Cyber Security Coalition resources: [www.cybersecuritycoalition.be](http://www.cybersecuritycoalition.be) and Federal Cyber Emergency Team at [www.cert.be](http://www.cert.be).

## **Annex 6 - External events Policy**

### **1. External events**

- 1.1 The client is authorized to organise meetings or events with external visitors at BeCentral premises, with prior approval from BeCentral. Such “external events” must take place in the meeting, training, conference and event rooms/space also destined for non-Clients or in the allocated space of the client. They may not take place in any other common area.
- 1.2 In no circumstance is the client allowed to let external parties organize meetings or events in BeCentral premises
- 1.3 Participants to external events must be registered in advance and the client must keep a list of meeting participants before, during and after the event.

### **2. Responsibility & Liability**

- 2.1 Articles 1.2 and 1.3 of Annex 2 also apply in case of external events
- 2.2 BeCentral reception is staffed from 8.30am to 5pm, Monday to Friday. Outside these opening hours:
  - a) the client is responsible for the entrance and/or exit of its visitors to BeCentral premises.
  - b) the client is required to organize a reception at BeCentral entrance door for the full duration of the event.
  - c) the client acknowledges that it is forbidden to block the automatic closure of BeCentral’s entrance doors and to leave entrance doors open unattended.
  - d) The client is responsible for making sure all visitors have left the premises at the end of the event
- 2.3 The failure to comply with the above may lead to the interdiction to organize external events on the premises by the client