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The term 'AION Consulting' or 'AION' or 'us' or 'we' refers to the owner of the website whose registered office is Avenue Louise 500 1050 Brussels. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website uses cookies to monitor browsing preferences. Discover our cookies policy.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirements.
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- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Access to the <http://www.aionconsulting.eu> website ("Site") is unrestricted and open to all types of audience. The purpose of the Site is to present the activities and corporate profile of the AION Consulting group.

INTELLECTUAL PROPERTY

The Site is owned by AION Consulting SPRL.

The documents and all other elements including trademarks, logos, and domain names, posted on the Site are protected by the applicable Intellectual Property laws.

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SITE CREATION

Design, technical conception, and development provided by Ergonomic for AION Consulting SPRL

COOKIES

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Cookies and similar technologies do not allow to systematically collect data that enable us to identify the users of our Website. They only allow us to approve the operation of our Website, to understand the interests of our users and to measure the effectiveness of the content of our Website.

As a result of recent amendments of the law, all Websites focusing on certain parts of the European Union are obligated to ask for your permission in order to use or save cookies and similar technologies on your computer or mobile devices. This cookie policy clearly and completely informs you about the cookies we use and their purpose. Please read our Privacy Policy in order to take note of the Privacy rules applicable to the Website.

For further information about this Cookie Policy you can contact us by clicking [here](#).

2. What is a cookie?

A “cookie” is a small text file that is sent from the server of AION Consulting and is stored on your computer’s hard drive. This way we can remember your preferences when visiting our Website. The information registered by these cookies may only be read by AION Consulting and only during the visit of the Website. You can refuse the use of these cookies by modifying the navigation configuration settings.

3. Kind of cookies

Cookies can be subdivided based on their offspring, function and durability.

- First party cookies are cookies set by a website visited by the user i.e. the website displayed in the address bar. (e.g. cookies placed by www.aionconsulting.eu)
- Second party cookies are cookies that are set by a domain other than the one being visited by the user.
- A third party cookie occurs when a user visits a Website and a third party sets a cookie through that Website (e.g. cookies placed by Google, Twitter and Facebook).
- Functional cookies are cookies that ensure the proper functioning of the Website (e.g. cookies for language preferences). Functional cookies are logically first party cookies.
- Non-functional cookies are cookies that can be set for statistical, social, targeting and commercial purposes. They are not related to the mere technical support of the Website. Cookies with statistical purposes allow us to check which pages of the Website you visit, where your computer is localized etc. Cookies with social purposes allow the user to share the content of the visited Website through social media directly to others. Cookies with targeting purposes allow a creation of your profile based on your surfing behaviour so that the displayed advertisement will be adapted to your interests. Cookies with commercial purposes keep track of how many and which advertisements were displayed to a user. Non-functional cookies can be first party or third party cookies.
- Persistent cookies are stored on a users’ device in between browser sessions which allow preferences or actions of the user to be remembered. The cookies are activated every time the user that set these cookies visits the Website (e.g. cookies set by social media such as Twitter, Facebook, Google Analytics etc.) Most non-functional cookies are persistent cookies.
- Session cookies allow websites to link the actions of a user only during a browser session. A browser session starts when a user opens the browser screen and ends when he closes the browser screen. Session cookies are only set temporarily. When you close the browser, the cookies will be removed. Most functional cookies are session cookies.

4. Your permission

By using our Website, you accept the use of cookies. In order to make optimal use of our Website, you need to accept the cookies, which you can do through your browser. You can block Cookies by activating your browser settings which allows you to refuse the cookies. The rejection of these cookies may have the effect of not allowing you to use some functionalities on the Website. Carefully read this Cookie Policy for more information. If at any moment you want to revoke your permission, you have to remove your cookies through your browser settings. If you wish to find out more about removing or blocking cookies, we find this website quite helpful: <http://www.aboutcookies.org/Default.aspx?page=2>.

5. Changing your browser settings

We would like to point out that Web browsers allow you to change your cookie settings. These settings can generally be found in the menu 'Options' or 'Preferences' of your web browser. In case you need additional information, you can consult the 'Help' function in your web browser.

6. More information on cookies

You can find useful information on cookies: <http://www.allaboutcookies.org>

The association for digital marketers drafted a guide on online behavioural advertising and online privacy that you can find on: <http://www.youronlinechoices.eu/>

For cookies set by third parties (Google Analytics) we kindly refer you to the statements set forth by these parties on their respective websites. Beware, we do not have any influence on the content of these statements nor on the content of the cookies of these third parties.



GENERAL TERMS AND CONDITIONS

Definitions

1.1. The words and expressions written with a capital have the following meanings:

Affiliate: any entity controlling, controlled by or under common control of a Party. The term "Control" and its correlative meanings, "controlling," "controlled by" and "under common control with," means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent of the aggregate of all voting equity interests in an entity.

Agreement: the contract between AION Consulting and Supplier of which the Conditions form an integral part, for the procurement of Deliverables including the performance of the Services, together with all the addenda and the Policies that are incorporated herein by reference or otherwise.

Business Day(s): every day other than a Saturday, Sunday, or an official public holiday in Belgium. Unless otherwise indicated a Business Day starts at 09h00 and ends at 17h30.

Conditions: these general terms and conditions as updated from time to time.

Confidential Information: (a) all information, data, notes, letters, models, methods, records, disks, files, software and/or any document, received or obtained from or on behalf of AION Consulting during the Agreement or used in or resulting from the Services, (b) any information that relate to AION Consulting Entities, or their respective business, organization, clients and/or personnel, (c) information that is marked confidential or is by its nature clearly confidential and (d) Personal Data. However, Confidential Information does not include information which: (a) has become publicly available other than as a result of disclosure by the receiving Party in breach hereof; (b) was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes it is not prohibited from disclosing; (c) is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; (d) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by applicable law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable mandatory regulatory standards on the condition that the receiving Party shall, if permitted by law to do so, as soon as reasonably possible inform the disclosing Party hereof; or (e) is disclosed with the written consent of the disclosing Party.

Controller: a data controller as defined in Data Protection Legislation;

Data Protection Legislation: the Directive on Privacy and Electronic Communications (2002/58/EC), the GDPR and any other similar national privacy laws and regulations;

Defect/ Defective: a material error, omission, failure, inefficiency or inconsistency in a Deliverable or Service.

Deliverable(s): Services, Goods or Software to be delivered by Supplier to AION Consulting (as the context requires and as detailed in the Agreement) including any Documentation.

AION Consulting: The AION Consulting Entity requesting the services or goods.

AION Consulting Data: any document, data, records or any other information provided by AION Consulting or any other AION Consulting Entity to Supplier or which comes into the possession or control of Supplier or any Supplier Operator, is delivered to, generated by or otherwise used or processed by or on behalf of Supplier or any Supplier Operator in the course of providing the Deliverables including but not limited to any Confidential Information and Personal Data.



AION Consulting Entity/Entities: AION Consulting SPRL. It also includes their predecessors, successors, and assignees, as well as all partners, principals, members, owners, directors, employees, subcontractors, and agents of all such entities. Neither AION nor, except as expressly provided herein, any member firm of AION has any liability for each other's acts or omissions. Each firm member of AION is a separate and independent legal entity operating under the names "AION Consulting", "AION", "AION Consulting Group" or other related names; and services are provided by member firms or their subsidiaries or affiliates and not by AION.

AION Consulting Premises: the premises belonging to or in the occupation or control of AION Consulting or any other AION Consulting Entity or such other premises as may be stated in the Agreement;

Documentation: the documentation, if any, required for the proper use and application of the Deliverables.

EU Standard Contractual Clauses: EU Standard Contractual Clauses laid down in the Commission Decision (2010/87/EU) of 5 February 2010 (as of 15 May 2010) for the transfer of Personal Data to Suppliers established in third countries;

Force Majeure: any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from performing any of their obligations under the Agreement, insofar not attributable to error or negligence on their part or on the part of an Operator or Subcontractor which proves to be inevitable, despite exercising due diligence. Any default of a Service Defect in equipment or material or delays in making them available as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

GDPR: 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;

Goods: the goods, including where relevant the Documentation, to be supplied by Supplier as described and quantified in the relevant Agreement.

Good Industry Standards: the exercise of the degree of skill, care, professional judgment, prudence, and foresight which is expected from premium companies who are very skilled and experienced in providing the same type of goods, services, software as the Deliverables.

IPR: any rights (including moral rights) subsisting in any patent, trade mark, service mark, get-up, design, copyright (and neighbouring rights), audio-visual works, computer software, databases, know-how and other trade secrets, trade or business names, domain names, logo's and other industrial or intellectual property rights or other forms of protection having equivalent or similar effect subsisting anywhere in the world, in each case whether registered or unregistered and including applications for registration.

Operator: in respect of either Party: any of its Personnel, directors, agents, and Subcontractors.

Parties or Party: AION Consulting and Supplier jointly or each of them separately.

Personal Data: any personal data (as such term is defined in Data Protection Legislation) Processed in the framework of the Agreement.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed.

Personnel: in respect of either Party any of its temporal and permanent employees.



Policies: the policies of AION Consulting as amended from time to time at AION Consulting's discretion which are notified to Supplier or are available to Supplier via the AION Consulting website.

Price(s): the prices for the Deliverables as agreed in the Agreement as set out in clause 8.1.

Processing / Process: Processing as defined in the Data Protection Legislation.

Processor: a data processor as defined in Data Protection Legislation.

Security Incident: any actual or potential misappropriation, disclosure, or use of, or unauthorized access to, AION Consulting Data (by Supplier's personnel, third parties, or otherwise) or any other compromise of the security, confidentiality, or integrity of AION Consulting Data.

Service(s): the services to be provided by Supplier as set out in the relevant Agreement.

Software: the software to be supplied under the Agreement as described in the relevant Agreement and where relevant includes any Documentation supplied to aid use of such software.

Specification(s): the description or specification of the Deliverables including any required service levels as agreed in writing or otherwise incorporated into the Agreement.

Subcontractor(s): subcontractors, suppliers, agents, and consultants selected and retained by Supplier, AION Consulting, or another AION Consulting Entity respectively.

Supplier: Supplier who will provide the Deliverables as named in the Agreement.

Technology: any systems, software, software application platforms, servers, applications, end user devices, hardware, platforms, or other material provided by AION Consulting or its licensors.

Third Party: any entity or person other than Supplier and AION Consulting, and their respective Affiliates, directors, officers, and employees.

Warranties: any warranties provided by Supplier including the manufacturer's warranty in relation to the Deliverables and those set out in the Conditions.

Incorporation of terms and order of precedence

2.1. Capitalised terms used in the Conditions have the meaning set out in clause 1, or as defined elsewhere in the Conditions.

2.2. The Conditions form an integral part of every Agreement between Supplier and AION Consulting with regard to the supply of Deliverables. AION Consulting rejects any terms or conditions from Supplier, including those attached to invoices. By accepting to respond to a request for proposal issued by AION Consulting, by delivering or commencing to perform any Deliverables, Supplier accepts the binding nature of the respective Agreement, including the Conditions.

2.3. In the event that other parts of the Agreement contain provisions, which are conflicting with the provisions of the Conditions, the provisions in the other parts of the Agreement will take precedence over the conflicting terms in the Conditions insofar they explicitly refer to the terms in the Conditions from which they intend to deviate.

Responsibilities of supplier

3.1. Supplier represents and warrants that, at all times, the Deliverables:
a) are supplied in a professional and skilful manner, using all necessary expertise, diligence, knowledge, know-how and equipment;

- b) are in conformity with AION Consulting's instructions, meet the agreed upon Specifications and are provided in accordance with Good Industry Standards;
- c) do not infringe or misappropriate any IPR or violate any duty of confidentiality Supplier has to a Third Party, AION Consulting or a AION Consulting Entity;
- d) are delivered in full compliance with the relevant timetable, performance timings, dates, targets and/or deadlines for the (interim as well as final) delivery and/or provision of the Deliverables as stated in the Agreement; time is of the essence in relation to delivery of the Deliverables.

3.2. Supplier further represents and warrants:

- a) to reduce hindrance with the activities of AION Consulting or any other AION Consulting Entity to an absolute minimum, when providing Deliverables;
- b) to comply with its duties under all applicable laws and regulations, including but not limited to: (i) having all necessary permits and licenses required to perform its obligations under the Agreement, (ii) all labour and employment laws, (iii) applicable export and import laws, and (iv) environmental laws and regulation.
- c) respect AION Consulting's duties under applicable laws and regulations and not to do anything (or permit anything to be done) which may cause AION Consulting to be in breach of any of such laws and regulations;
- d) to observe the Policies in all material respects and that Supplier's Operators on site at AION Consulting Premises will observe any working rules and Policies that they are notified of;
- e) to refrain from any action or utterances that might jeopardise the reputation of any of the AION Consulting Entities.
- f) a secure website or link for any Deliverables provided digitally, using at state of the art security methods, which shall include not less than 256 bit SSL encryption;
- g) that any Operators involved in providing Deliverables have and continue to have during the term of the Agreement, the appropriate skills and expertise, professional training, experience, licenses and permits required for the proper performance of the Agreement.

If AION Consulting is of the opinion that any Operator involved in providing Deliverables performs inadequately or does not meet the above requirements, then Supplier will, upon AION Consulting's first request replace at no additional charge, the Operator within 15 Business Days. Each Party will be responsible for the management, direction, control, supervision, and compensation of its Personnel. Supplier and AION Consulting explicitly agree that Supplier's Personnel exclusively remain employees of Supplier and shall at all times act under the full supervision and responsibility of Supplier. AION Consulting will not be considered as the employer of Supplier's Personnel. As such, AION Consulting explicitly renounces the right or the possibility to exercise any authority with respect to Supplier's Personnel. With reference to article 31, §1 of the Act of 24 July 1987, Supplier accepts that AION Consulting is entitled to only give the types of instructions to seconded Personnel of Supplier (the "Secondee(s)"), listed in schedule 1.

3.3. Supplier is solely and exclusively responsible to comply with all applicable labour, social security, tax or other legislation regarding amongst other (partial or temporary) employment (in relation to its Personnel or otherwise and including but not limited to work permits and work cards), employment conditions, residence obligations and formalities and tax obligations and imposes the same responsibility on its Subcontractors.

3.4. Where Supplier is given access to any AION Consulting Premises, Supplier shall, prior to such access being granted, ensure that (a) access will only take place to the extent strictly necessary for the proper performance of its duties in respect of the Agreement, and (b) all Operators have read and understand the relevant Policies and, if requested by AION Consulting, sign AION Consulting's standard confidentiality agreement, to be provided by AION Consulting.

Additional terms relating to the supply of Goods

4.1. Supplier shall deliver the Goods on the agreed Business Day, properly packed and secured, to the location (DDP as per Incoterms 2010) specified in the Agreement. Supplier shall ensure that each delivery is accompanied by a delivery note, indicating the purchase order number (if any), date of order, number of packages delivered and contents.

4.2. AION Consulting shall not be deemed to have accepted any Goods until delivery of the Goods has been completed and after AION Consulting has had a reasonable time to inspect them following completion of delivery. AION Consulting shall accept the Goods after Supplier has demonstrated to AION Consulting's satisfaction that the Goods are in accordance with the Specifications and any samples provided. Only a written, dated and explicit acceptance form duly signed by an appropriate representative of AION Consulting can constitute acceptance of the Goods. Title to the Goods transfers at the moment the Goods are delivered at the location as specified in the Agreement.

4.3. Without prejudice to any other right or remedy which AION Consulting may have if any Goods are not supplied in accordance with the Specifications, samples and Agreement, AION Consulting is entitled, at its discretion, whether or not any parts of the Goods have been accepted by AION Consulting (a) to reject the Goods (in whole or in part) and return them to Supplier at the risk and cost of Supplier, on the basis that a refund of the relevant Price shall be paid by Supplier, (b) to give Supplier the opportunity at its expense either to remedy any Defect in the Goods or to supply replacement Goods, (c) to claim such damages as may have been sustained in consequence of Supplier's breach of the Agreement, or (d) to obtain equivalent Goods from an alternative source whereupon Supplier shall reimburse AION Consulting for all additional costs incurred in so doing.

4.4. Supplier ensures that the Goods conform to all Warranties for the longer of (i) the legal warranty period or (ii) 12 months from the date of acceptance (the "Warranty Period"). If any of the Goods are in breach of any Warranty during the Warranty Period, Supplier shall, at AION Consulting's option and without prejudice to its other rights or remedies, (a) repair the Goods promptly at the AION Consulting Premises (and where that is not possible repair the Goods and redeliver them to AION Consulting without any delay) or (b) replace the Goods promptly with Goods that conform with the Warranties at no additional cost to AION Consulting. If Supplier fails to repair or replace and redeliver any Goods within a reasonable period determined by AION Consulting, AION Consulting may either itself or through a Third Party, repair or replace and have the Goods redelivered and set off the cost of doing so against any sum AION Consulting owes or will owe to Supplier and recover any further amount outstanding from Supplier as a debt.

Additional terms relating to the provision of Services

5.1. Supplier shall provide the Services on Business Days at the AION Consulting Premises specified in the Agreement or such other location as may subsequently be instructed in writing by AION Consulting to Supplier.

5.2. Supplier warrants to AION Consulting that (a) the Services will conform in all material respects to the relevant Specifications and will comply with all statutory requirements or regulations and (b) any Deliverables produced by Supplier in the course of performing the Services shall comply with the applicable Warranties.

5.3. If any of the Services performed are found to be in breach of any Warranty, Supplier will (without prejudice to AION Consulting's other rights or remedies) re-perform the Services promptly at no additional cost to AION Consulting. If Supplier fails to re-perform the Services within a reasonable period determined by AION Consulting, AION Consulting may either itself or through a Third Party, re-perform the Services and set off the cost of doing so against any sum AION Consulting owes or will owe to Supplier and recover any further amount outstanding from Supplier as a payable debt. The Warranties apply equally to Services re-performed.

5.4. AION Consulting is entitled to introduce changes to Services at any time by providing written notice of such changes to Supplier. Supplier shall either (a) inform AION Consulting that he cannot comply with such change request within ten (10) Business Days or (b) change the order in line with the change request and provide the Services as requested in the change request. Unless agreed otherwise, the Price remains the same.

Additional terms relating to software

6.1. Supplier shall deliver the Software to AION Consulting and (where appropriate, if not pre- installed by Supplier or installed by AION Consulting) install the same at the AION Consulting Premises in accordance with the Agreement and the Specifications.

6.2. Supplier shall, in accordance with a plan agreed between the Parties, conduct acceptance tests in respect of the Software at the AION Consulting Premises during an acceptance period as requested by AION Consulting, to commence once the Software is operational.

6.3. AION Consulting shall only accept the Software after it has been demonstrated to AION Consulting's satisfaction that the relevant Software complies with the relevant Agreement and is in accordance with the Specifications. Only a written, dated and explicit acceptance form duly signed by an appropriate representative of AION Consulting can constitute acceptance of the Software.

6.4. Supplier hereby grants to AION Consulting an irrevocable, non-exclusive, perpetual license to use, copy, install, maintain, modify, enhance and adapt the Software throughout the world and to allow other AION Consulting Entities to do the same. AION Consulting may also assign its license to use the Software (or any part thereof) to any Third Party to which it may outsource (part of) AION Consulting's operations or business provided that such Third Party does respect the applicable obligations as a user of the relevant Software.

6.5. Supplier shall provide AION Consulting with the benefit of any manufacturer's warranties in respect of the Software and Supplier shall not supply the Software in a form or state that would invalidate or alter in any way such Warranty.

6.6. In addition to the provisions in clause 3, Supplier warrants to AION Consulting as follows:

- a) Supplier's title to the Software is free and unencumbered,
- b) the Software is fit for the purpose stated in the Agreement or if no purpose is stated, the purpose for which the Software would ordinarily be used;
- c) the Software is free from Defects which materially affect the performance or functionality of the Software;
- d) the Software complies in all material respects with all relevant statutory requirements and any relevant industry standards;
- e) the Software is supplied free of any known computer code programming instruction or set of instructions that damages, interferes with, or otherwise adversely affects computer program data files or hardware without the consent of the computer user, including self-propagating programme instructions (all commonly called "Viruses").
- f) when providing Services, Supplier will not knowingly introduce any Viruses to any of AION Consulting's computer systems;
- g) any new Software releases, versions or upgrades supplied to AION Consulting by Supplier will include any data conversion Software required to enable AION Consulting to continue reading and writing data using the Software in the same manner as previous software releases, versions or upgrades;
- h) new releases, versions and upgrades will not cause a material diminution in the functionality or the performance of the Software;
- i) the Documentation provided by Supplier in respect of the Software is or will be of such a standard as to enable suitably trained personnel of AION Consulting to understand, use, operate and maintain the Software to a level sufficient for AION Consulting's purposes;
- j) the Software conforms to each of the Warranties from acceptance for the longer of 12 months or the period of any standard warranty as applies to any Software supplied by Supplier ("Software Warranty Period");
- k) each of the new releases, versions and upgrades must conform to each of the Warranties for the longer of (i) the remainder of the original Software Warranty Period or (ii) 6 months from the date the new releases, versions and/or upgrades were supplied to AION Consulting.

6.7. If any Software, new release, version or upgrade is in breach of any Warranty during the relevant Software Warranty Period, Supplier shall, at AION Consulting's option and at Supplier's own expense: (a) carry out all such alterations or corrections as are necessary to cause the Software, new release, version or upgrade to comply fully by repairing or replacing it; or (b) refund to AION Consulting any and



all amounts by AION Consulting for the Software, new release, version upgrade as applicable. If Supplier fails to repair or replace the Software, new release, version, upgrade as applicable within a reasonable period determined by AION Consulting, AION Consulting may do so either itself or through a Third Party and set off the cost of doing so against any sum AION Consulting owes or will owe to Supplier and recover any further amount outstanding from Supplier as a payable debt.

Intellectual property rights

7.1. Any and all IPR created or developed in connection with the provision of the Deliverables, which is considered work made for hire (“aanneming van werk/ louage d’ouvrage”), will vest exclusively in AION Consulting and Supplier hereby assigns ownership of all such IPR (including by way of a present assignment of future rights) to AION Consulting. Supplier shall ensure that, to the extent legally possible, its Operators execute all documents necessary to assign all such rights originating from them to AION Consulting. The consideration for any granting of IPR under the Agreement is deemed included in the agreed Price payable by AION Consulting to Supplier. The rights in Deliverables are irrevocably and exclusively assigned to the fullest extent permitted by law for the whole term of the legal protection under the applicable law, if any, and for the whole world.

7.2. All IPR in information supplied by Supplier in connection with the Deliverables shall remain with Supplier and Supplier grants to AION Consulting a perpetual, royalty- free, non-exclusive license to use such IPR for its internal and/or external business purposes and Supplier shall execute an agreement giving effect to this clause 7 upon first request by AION Consulting.

7.3. Nothing in the Agreement shall grant any rights in or affect the ownership by AION Consulting or any other AION Consulting Entity of any of its existing IPR provided to Supplier in the framework of the Agreement, including but not limited to names, logo, trademarks, or service marks.

7.4. Neither Party shall be precluded from using their general knowledge, skills, experience and any ideas, concepts, methodologies, processes and know-how that are developed, acquired or used in the execution of the Agreement, except to the extent this would result in a breach of such Party’s confidentiality undertakings under the Agreement or the other Party’s IPR.

Pricing and payment

8.1. Prices are as set out in the Agreement and shall remain fixed until completion of the Agreement. Except as expressly stated herein, the agreed Price is all- inclusive, covering remuneration, import/export duties, packing and transport costs, insurance, administration, expenses, and any other usual costs related to the provision of Deliverables. Each invoice shall contain the particulars required by statute in respect of VAT, the purchase order number (if any) and any other particulars prescribed in the Agreement. Each invoice must be sent to the address specified in the Agreement. All prices are in Euros.

8.2. Supplier is entitled, following acceptance of any Deliverables by AION Consulting, to submit an invoice for the appropriate Prices. Supplier shall ensure that AION Consulting receives invoices within nine (9) months, counted from the moment that the respective Deliverable was made available to AION Consulting; after nine (9) months, the related receivable becomes void by prescription and related invoice is not payable anymore.

8.3. AION Consulting shall make payment of a correct invoice within sixty (60) calendar days End Of Month (EOM) after receipt of an undisputed invoice. AION Consulting reserves the right to refuse payment of part or all of any invoice, which is not submitted in accordance with the Conditions and/or the Agreement.

8.4. No payment made by AION Consulting shall constitute a waiver by AION Consulting of any breach by Supplier of any of its obligations under the Agreement, or prejudice AION Consulting’s right in the future to question or dispute any payments and any payment withheld by AION Consulting shall be without prejudice to any other rights and remedies of AION Consulting under the Agreement or at law.

Confidentiality

9.1. Supplier shall ensure that disclosure of the Confidential Information or any part thereof is restricted to Operators who need access for the purpose of the Agreement. Supplier ensures that those, to whom access to the Confidential Information is given pursuant to clause 9, have been informed of the confidential nature of the Confidential Information and warrants and guarantees that they will observe the obligations of confidentiality and non-disclosure provided for in clause 9.

9.2. Supplier may use, copy, or reproduce Confidential Information only to the extent strictly necessary to perform its obligations or exercise its rights under the Agreement and all copies made shall be the property of AION Consulting.

9.3. Supplier undertakes to, and shall cause its Affiliates, Operators to (a) implement adequate technical and organizational measures within their organization to protect Confidential Information against accidental or unauthorized destruction, loss, modification, access or other unauthorized disclosure or use and (b) protect the Confidential Information in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own.

9.4. Supplier will furthermore promptly return or destroy all Confidential Information, including any copies thereof, upon first written request by AION Consulting, it being agreed that Supplier may keep one copy of the relevant Confidential Information when required for legal and/or regulatory purposes however it being understood that all confidentiality obligations will remain applicable.

9.5. Supplier recognizes and acknowledges that the Confidential Information is of a special, unique and extraordinary character, disclosure of which cannot be wholly compensated by monetary damages, and that any disclosure or unauthorized use of the Confidential Information, or other breach of clause 9, shall cause AION Consulting irreparable injury. Supplier, therefore, expressly agrees that, in addition to any rights and remedies which AION Consulting may have under the Agreement or at law or in equity, AION Consulting shall be entitled to seek the remedies of injunction, damages, specific performance and other equitable relief for any threatened or actual breach of this Agreement and may terminate the Agreement in accordance with clause 14.5.

Personal data

10.1. When Processing Personal Data in the framework of the Agreement, Supplier will Process such Personal Data as Processor of AION Consulting. In such circumstances, (a) the subject matter, nature and purpose of Processing Personal Data, (b) duration and (c) types of Personal Data and categories of data subjects will be detailed in the Agreement. Supplier undertakes that it shall Process the Personal Data strictly in accordance with AION Consulting's instructions and to the extent reasonably necessary for the performance of its obligations under this Agreement unless required or requested to Process such Personal Data for other purposes by mandatory requirements under EU/EU-member state law. In such circumstances, Supplier shall provide prior notice to AION Consulting unless the relevant law prohibits the giving of notice.

10.2. Supplier undertakes (a) to treat confidential all Personal Data and to only use such Personal Data for the purposes as strictly necessary for the provision of the Deliverables in accordance with the Agreement; (b) to only provide access to the Personal Data to its Operators, who have a need to know such Personal Data for the performance of the Agreement and not to sell, disclose, release or otherwise make available Personal Data to any other party; (c) not to delete or modify Personal Data, unless AION Consulting has explicitly requested Supplier to do so; (d) that any of its employees or agents or other persons who it provides access to Personal Data have committed themselves to confidentiality or are under appropriate statutory obligation; (e) to provide AION Consulting with information as may be reasonably requested from time to time with regard to Supplier's compliance with its obligations in connection with the processing of Personal Data.

10.3. Supplier shall comply with the all obligations of a Processor as articulated in the GDPR. Supplier shall inform AION Consulting if (in Supplier's opinion) AION Consulting's instructions would be in breach of the GDPR Data Protection Legislation, which is applicable to AION Consulting.

10.4. Supplier may only subcontract Processing of Personal Data in accordance with the explicit authorization given by AION Consulting and shall ensure that it has a written contract with any further Processors it engages to Process Personal Data. That contract must impose obligations on the Processor equivalent to those in clause 10 (the "Equivalent Obligations") and Supplier shall ensure that such Processor complies with the Equivalent Obligations. Where the further Processor fails to comply with the Equivalent Obligations, Supplier remains liable to AION Consulting for such failure.

10.5. At any time during the term of the Agreement or upon its termination, and at the option of AION Consulting, Supplier shall promptly return or delete Personal Data and confirm that it has done so, except where Supplier is obliged to retain a copy of such Personal Data by mandatory law.

10.6. Supplier shall, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

10.7. Supplier shall ensure that all of its Operators to whom it provides access to Personal Data are obliged to keep it confidential in accordance with the requirements of the Conditions. Measures include at least the following: (a) the pseudonymisation and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

10.8. Supplier shall notify AION Consulting without undue delay and at latest within 24 hours after becoming aware of a Personal Data Breach. Except to the extent required by mandatory law, Supplier shall not undertake any communications, notifications, or correspondence related to any such suspected breach with any regulator, any of its Operators, Third Party, or data subject, in each case, without prior written consent of AION Consulting. Supplier shall assist AION Consulting in connection with any investigation that AION Consulting may reasonably desire to conduct with respect to a Personal Data Breach. Supplier shall take all commercially reasonable steps requested by AION Consulting to limit, stop, or otherwise remedy any potential, actual, or suspected Personal Data Breach. Following a written request from AION Consulting, Supplier shall make available to AION Consulting any relevant information on its Processing of Personal Data under the Agreement to ensure compliance with clause 10.

10.9. At AION Consulting's discretion, such information may take the form of certificates, Third Party audit reports or other relevant documentary information. Supplier must allow for and contribute to audits, including inspections, conducted by AION Consulting, and auditors mandated by AION Consulting. AION Consulting acknowledges that it has primary responsibility for the processing of Personal Data and shall notify Supplier of any assistance it requires pursuant to Articles 28(3)(a) to 28(3)(h) inclusive of the GDPR.

10.10. Supplier shall only store and access the Personal Data in the locations approved by AION Consulting and shall not transfer or access Personal Data from the approved locations without prior, documented approval by AION Consulting. Supplier shall not transfer Personal Data outside the European Economic Area to unregulated territory without AION Consulting's express prior written consent. Where any Personal Data is or will be transferred to unregulated territory, Supplier shall procure that or (a) the respective (sub) Processors promptly enters into an agreement composed of the EU Standard Contractual Clauses with AION Consulting or (b) the Processor is and remains self-certified under the EU-US Privacy Shield Framework.

Security



11.1. Supplier shall comply with all Policies with regard to security, guidelines and procedures including any updates made available via a portal, website or otherwise Supplier.

11.2. Supplier shall ensure that any AION Consulting Data is protected in accordance with such Policies. Supplier shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of the AION Consulting Data and guarantees that all Supplier Subcontractors comply with the foregoing. On reasonable request, Supplier shall provide AION Consulting with full details of its information security program and the security awareness programme/training it has in place for all its Operators and Subcontractors.

11.3. Supplier will report orally and in writing any actual and/or suspected breaches such as security incidents, unauthorized access or disclosure of the AION Consulting Data immediately upon discovery of the unauthorized disclosure, but in no event more than 24 hours after Supplier reasonably believes there has been such unauthorized use or disclosure. The incident report will include full description of the incident, what corrective action plans were implemented to mitigate the issue and what preventative actions will be taken to prevent such incident from happening in future. Where Supplier is given access (whether direct or remote) to any Technology under or in connection with the Agreement, Supplier shall (and shall guarantee that its Operators): (a) comply with any Policies, requirements or other instructions of AION Consulting or, where applicable, AION Consulting's Third Party suppliers regarding use of such Technology; (b) only use the Technology in connection with proper performance of the Agreement; (c) not permit any other individual or entity to access the Technology; (d) upon AION Consulting's request, immediately cease access to and use of any Technology and return all Technology (and associated documentation) to AION Consulting; and (d) not deactivate or disable any Technology used by AION Consulting or introduce any Viruses or other similar code to the same, or otherwise take action that would cause any damage or harm to any Technology.

Indemnity

12.1. Supplier shall indemnify and hold AION Consulting harmless against all claims, suit or action, liability, demands, proceedings, costs and expenses arising as a result of or in connection with a breach of any provision of the Agreement, breach of obligations under any applicable legislation, or any act or omission of Supplier (or of any other persons for whose acts or omissions Supplier is liable) in the performance of the Agreement, except to the extent such claims, liability, demands, proceedings, costs or expenses are directly attributed to fraud or wilful misconduct of AION Consulting.

12.2. Supplier shall indemnify AION Consulting against any costs, damages, liabilities, losses or expenses (including legal expenses) incurred by AION Consulting and arising from any legal actions, claims or demands brought against AION Consulting which state that AION Consulting's (or any other AION Consulting Entity (or its or their Subcontractors' or agents') possession and/or use of the Deliverables or Documentation (or any part thereof) infringes any IPR of a Third Party or a AION Consulting Entity (a "Claim"). If a Claim is made or, in the opinion of AION Consulting, is likely to be made against AION Consulting, Supplier must in consultation with AION Consulting and without prejudice to other rights and remedies of AION Consulting under the Agreement, do what it takes to promptly remedy the situation at its own cost and expense. Supplier shall, while guaranteeing the same level of performance, (a) replace or adapt the infringing Deliverables in such a way that they no longer infringe Third Party rights, without materially detracting from their overall functionality or other requirements of the Agreement, or (b) obtain the explicit right for AION Consulting to continue to use all the relevant Deliverables and to exercise the rights granted under the Agreement.

12.3. Supplier shall in no case enter into a settlement agreement or an admission of guilt without having obtained the prior written consent of AION Consulting. In the event that Supplier is unable to provide either of the remedies set out above to AION Consulting's satisfaction Supplier shall refund to AION Consulting all amounts paid to Supplier under the applicable Agreement. AION Consulting is not be liable for any of the acts or omissions of Supplier or any of Supplier's Operators and Supplier shall indemnify AION Consulting on a continuing basis against all liabilities, costs, demands, loss, damages, proceedings, expenses and claims arising at any time from any such acts or omissions.

12.4. AION Consulting's rights and remedies set forth in these Conditions are in addition and without prejudice to its other rights and remedies at law.

Insurance

13.1. Supplier warrants, on its own behalf and on behalf of its relevant Affiliates and Subcontractors providing Deliverables to AION Consulting, that it has and will maintain in force, for as long as Supplier's liability can be asserted under or in connection with the Agreement, at its own cost and expense, from a reputable insurance company, an adequate and sufficient insurance coverage for the type of business it is engaged in, (irrespective of whether the Deliverables are provided directly by Supplier or by any of its Subcontractors) in compliance with all applicable regulations and in accordance with Good Industry Standards.

13.2. The insurance policy will, as a minimum, provide coverage for comprehensive (all risk) professional, general and product liability and will name Supplier as the insured and its Subcontractors as additional insured. Upon first request of AION Consulting, Supplier will provide evidence that the premium has been paid and an insurance certificate evidencing the required coverage. Supplier shall ensure that AION Consulting receives a written notice of any cancellation or material change two (2) months prior to such cancellation or material change of the coverage.

Term and termination

14.1. The Agreement comes into effect and remains effective for the duration set forth therein. Except as otherwise set forth in the Agreement, AION Consulting may at any time, without cause and without indemnity terminate the Agreement, by giving thirty (30) Business Days written notice of termination to Supplier.

14.2. Either Party may terminate the Agreement, in whole or in part, upon written notice to the other Party (the "Breaching Party"), (a) with immediate effect if the Breaching Party commits a material breach of any term of the Agreement which is irremediable or (b) if the Breaching Party commits a material default and fails to remedy it within fifteen (15) Business Days following formal notification of the default.

14.3. Either Party has the right to invoke the automatic termination of the Agreement with immediate effect, by giving written notice but without any notification of default or judicial intervention being required and without thereby arising any entitlement to indemnification, if the other Party has been declared bankrupt, has filed a moratorium bankruptcy petition, when its assets are subject to attachment of material substance or ceases for any other reason to carry on business.

14.4. AION Consulting may terminate the Agreement with immediate effect, without incurring any liability or penalty, upon written notice to Supplier if AION Consulting determines that (a) a governmental, regulatory, or professional entity, or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render performance of any part of the Agreement illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of Supplier or any of its Affiliates) such that performance of any part of the Agreement would be illegal or otherwise unlawful or in conflict with independence or professional rules, or (c) the event of Force Majeure notified in accordance with clause 15.

14.5. AION Consulting may terminate the Agreement, without incurring any liability or penalty, by the delivery of written notice of termination upon the occurrence of either (a) any Security Incident that results in AION Consulting reasonably determining that Confidential Information or AION Consulting Data is at non trivial or recurring risk with Supplier or (b) any material breach of Supplier's obligations under the Confidentiality or Personal Data clauses. Termination for those reasons will be effective as of the date specified by AION Consulting in its notice of termination and AION Consulting has the right to claim damages in such instance. The right to terminate the Agreement does not limit, and is in addition to any other right that AION Consulting may have to compensation of its damages and/or any other remedy available.

14.6. Termination of the Agreement for any reason does not discharge Parties from the obligations regarding Confidentiality, Liability, Personal Data, Indemnity and IPR or any other terms intended to survive termination or expiry. Upon termination of the Agreement, Supplier shall co-operate in good faith with AION Consulting to realize a smooth transition to the situation in which another party will supply the replacement of the Deliverables and will provide sufficient support and useful information to AION Consulting.

Force majeure

15.1. Subject to clause 15.2, to the extent that either Party is prevented or delayed from performing any of its obligations under the Agreement by an event of Force Majeure, such Party's obligation to perform those obligations so affected by Force Majeure under that Agreement will (during the continuation of Force Majeure) be read and construed as an obligation to perform such obligations to the best level reasonably achievable in the circumstances.

15.2. Notwithstanding clause 15.1, if Supplier claims that it is affected by an event of Force Majeure, such claim shall be valid only to the extent that a prudent supplier operating to standards expected of a leading supplier of goods, services, software or other deliverables, comparable to the Deliverables in question could not have foreseen and prevented or avoided the effect of such event or occurrence.

15.3. A Party claiming to be affected by Force Majeure will not be entitled to invoke the provisions of clause 15.1 unless it performs fully the following obligations: (a) on becoming aware of any possible event of Force Majeure the Party shall immediately have notify the other Party by the most expeditious method then available, giving details of the event of Force Majeure, the obligations on its part which are affected and its reasonable estimate of the period of which such failure or delay will continue; and (b) it takes all reasonable steps to prevent, avoid, overcome and mitigate the effects of such event of Force Majeure.

Miscellaneous

16.1. Entire Agreement. The Agreement, including the Conditions and the Purchase Order of AION Consulting supersedes all prior proposals, conditions, offers and arrangements, whether oral or written, with respect to the subject matter of the Agreement, even if they were known to the other Party, irrespective of the timing of their communication.

16.2. Severability. If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of the Agreement or the Agreement as a whole (unless where such term or provision is regarded as substantial, i.e. of such importance that without it, the Parties or the Party for whose benefit such clause is made would not have entered into the Agreement) and such term or provision shall be deemed restated to the extent necessary, in the court's opinion, to render such term or provision enforceable with a similar economic effect. Upon such modification, the rights and obligations of the Parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in the Agreement.

16.3. Assignment. Neither Party may assign or otherwise transfer rights or obligations originating from the Agreement without the prior express written consent of the other, except that AION Consulting may assign any of its rights or obligations hereunder to any other AION Consulting Entity and to any successor to its business. Assignment may under no circumstances result in extra invoicing or in changes to the prices and other contractual terms established under the Agreement.

16.4. Subcontracting. If Supplier wishes to use a Subcontractor for all or part of its obligations under the Agreement, it may only do so upon prior written consent of AION Consulting. Supplier shall provide AION Consulting with adequate identification details and other useful information relating to the Subcontractor and Supplier will remain liable towards AION Consulting for the proper and timely performance of its obligations under the Agreement.

16.5. Non-exclusivity. Notwithstanding any provision to the contrary, the Agreement is concluded on a non-exclusive basis, and nothing herein shall be construed as a restriction to conclude similar agreements with Third Parties or an undertaking by AION Consulting to order any minimum volume of Deliverables from Supplier or any of its Affiliates during the term of the Agreement. The Agreement will not be construed as constituting AION Consulting to be a partner of Supplier, creating any form of legal association between AION Consulting and Supplier that would impose liability upon one for the act or failure to act of the other, or any form of a fiduciary relationship or duty between Supplier and AION Consulting; or granting AION Consulting or Supplier the right, power, or authority (express or implied) to create any duty or obligation for the other.

16.6. Notices. Unless explicitly otherwise agreed between the Parties, any notice provided by a Party under the Agreement shall be served in writing to the address indicated in the Agreement and shall be effective (a) the day of receipt when it is delivered personally or (b) three (3) Business Days after the date of mailing when sent by express courier, registered, certified or electronic mail or can reasonably be considered to be delivered to the other Party.

16.7. Anti-Bribery. Parties shall comply with all relevant laws and regulations that proscribe, prohibit or penalize acts of bribery, corruption and related criminal acts or torts (which shall include the obligations set forth in the UK Bribery Act 2010 as amended from time to time (more information in this respect is available on AION Consulting BE UK Anti-Bribery Act), in all their dealings and relations, whether in relation with this Agreement or otherwise, in whatever form and howsoever arising. Parties have not and will not, amongst other, directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official (as defined below) or any other person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment. For purposes of this Agreement, a “Government Official” is broadly defined as and includes: (i) any elected or appointed government official (e.g., a member of a ministry of health); (ii) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function; (iii) any political party officer, employee, or person acting for or on behalf of a political party or candidate for public office; (iv) an employee or person acting for or on behalf of a public international organization; or (v) any person otherwise categorized as a government official under local law; where “government” is meant to include all levels and subdivisions of non-US governments (i.e., local, regional, or national and administrative, legislative, or executive). Parties also agree to inform each other immediately about all such bribes or suspicions of bribery it becomes aware of and will use their reasonable endeavours to prevent bribes (including by adopting adequate policies and procedures).

Supplier shall answer promptly, fully and truthfully any questions from AION Consulting related to the anti-corruption program of Supplier and other controls related to corruption, and to cooperate fully in any investigation of a breach of this anti-corruption provision. AION Consulting reserves the right to audit Supplier’s compliance with the terms of this clause.

Parties will pass on the obligations under this clause to their personnel and Supplier warrants that possible other Third Parties it involves in the performance of the Agreement also abide by the obligations in this clause. If Supplier breaches any of the covenants set forth in this clause, (i) AION Consulting can immediately terminate this Agreement without notice or compensation; and (ii) Supplier will hold AION Consulting harmless against any damages or other monetary payment AION Consulting may have to pay as a result of Supplier’s breach of this clause.

16.8. Audit. AION Consulting will be entitled at any time and upon ten (10) Business Days prior written notice, at least once per year and at no charge, to perform an audit and inspection of Supplier and/or any of its Subcontractors to verify (a) the fulfilment of its obligations pursuant to the Agreement, (b) compliance with Confidentiality and Personal Data security obligations and (c) the accuracy of the invoices and financial consideration.

In such case, Supplier will ensure that it, its relevant Affiliates and Subcontractors cooperate with and provide AION Consulting and its representatives with all information, documents and assistance, including without limitation providing access to and copies of information, documents (incl. copies of



external audit reports as prepared by Supplier's independent auditors in respect of the Services and/or Goods), records, systems and premises that are reasonably needed to perform the audit.

The audit will be conducted during the normal business hours of Supplier or its Subcontractor and AION Consulting shall use reasonable endeavours to minimize any disruption to the operations of Supplier or its Subcontractor. AION Consulting shall ensure that its authorized representatives in charge of the audit will be bound by appropriate confidentiality undertakings, no less stringent than those provided for by the confidentiality undertakings in the Conditions. AION Consulting shall bear its own costs and expenses in relation with such audit, unless Supplier is not complying in material respect with the terms and conditions of the Agreement or acts in bad faith, in which case Supplier shall promptly refund to AION Consulting the full costs and expenses of the audit (including the auditor's fees).

If AION Consulting is not satisfied in its sole discretion after any audit, examination, assessment, or review of Supplier's compliance with its obligations then, at AION Consulting's option (a) Supplier shall promptly remediate, at no cost to AION Consulting, all issues identified by AION Consulting so as to be in compliance with those obligations and provide AION Consulting with written evidence of remediation; or (b) AION Consulting may terminate the Agreement, in whole or in part, without costs or compensation and Supplier shall promptly refund to AION Consulting all pre-paid but unused or unfulfilled portions of the Prices for the terminated Service, calculated on a daily basis.

16.9. Use of name logo, etc. Neither Party shall use the other Party's name outside its organization, without the other Party's express written consent. Without prejudice to the foregoing and for the avoidance of doubt, Supplier and its Affiliates may not cite or refer to AION Consulting as customer reference nor use AION Consulting's names, trademarks or logo nor make any communication to its clients, prospective clients and the market, without AION Consulting's prior written consent, which may be withheld in its sole discretion.

16.10. Waiver. No waiver of any provision of the Agreement shall be effective unless it is in writing and duly signed by an appropriate representative of the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights, power or remedy under the Agreement or applicable execution details shall not constitute or be deemed a waiver of that Party's right to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

16.11. Governing Law and Jurisdiction. The Agreement and the all rights and obligations of the Parties originating thereof shall be governed by and shall be construed in accordance with the laws of Belgium without reference to its conflict-of-laws provisions that would mandate or permit application of the substantive law of any other jurisdiction. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 is explicitly excluded. The courts of Brussels have exclusive jurisdiction.