

GENERAL TERMS & CONDITIONS HACK UTILITIES

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1 SCOPE

1.1 GENERAL

These general terms and conditions (the “**General Conditions**”) are applicable to the event organized on the 1st and 2nd of October 2019 (“**Hack Utilities**” or “**Event**”) by the company HACKATHONS BVBA, a company incorporated in accordance with the Laws of Belgium, with registered office at Co-Station, Sinter-Goedelevoorplein 5 Place Sainte-Gudule, 1000 Brussels (Belgium), registered at the Crossroad Bank for Enterprises under company number 0830.741.652 - RPM Brussels Division (“**Hackathons**”).

1.2 PURPOSE

This event is aimed at creating ingenious and unorthodox solutions for the most pressing issues the utilities industry is facing. By focusing on the development of collaborative solutions between the Participants, the purpose of the event is to help create new projects that can be implemented directly. To that end, Participants of the event will come up with new project ideas and test them immediately, forge new collaborations and explore new technologies.

1.3 APPLICATION TO CONTRACTING PARTIES

These General Conditions are applicable to all Hack Utilities' contracting parties (the “**Contracting Parties**”) and shall supersede, without exception, any and all Contracting Parties' conditions, even if they stipulate the opposite. Participating to Hack

Utilities automatically entails acceptance of the General Conditions and waiver of the Contracting Party's own terms and conditions.

1.4 ROLES

The Contracting Parties may be companies active in the utilities' sector, consultancy companies, technology companies and start-ups.

The Contracting Parties will participate to Hack Utilities in the person of participants whom they will designate ("Participants"). The Contracting Parties will make sure that the Participants will respect the rules and guidelines for participation to Hack Utilities.

A number of experts ("Experts") will participate to Hack Utilities in order to provide expert support and advice to the Participants.

2 REGISTRATION OF PARTICIPANTS

2.1 GENERAL

The Contracting Party will register the Participants at the latest 7 business days before the event. It will provide information that is relevant for the event, such as: names, title, email address, mobile phone number and key competences.

2.2 REPLACEMENT AND CANCELLATION OF PARTICIPATION

The Contracting Party is entitled to replace registered Participants up until 7 business days before the Event. It will use its best effort to replace the initial Participant by a Participant with a similar profile (experience, seniority).

The Contracting Party may cancel a Participant's participation, but such cancellation shall not affect the registration fees and the Contracting Party is not entitled to reimbursement.

3 FEES AND PAYMENT

3.1 PARTICIPATION FEES

The participation fees are specified in the specific conditions and are fixed, final and irreversible.

3.2 INVOICES

The invoices shall be sent to the billing address and according to any specific billing instructions specified when registering or afterwards in writing.

3.3 PAYMENT

The Contracting Party shall pay the registration fees by the due date as specified in the invoices.

In case of late payment, the Hackathons shall be entitled to apply, by operation of law and without prior notice, a lump sum damages of 15% of the unpaid registration fees, with a minimum of 50 EUR.

4 HARDWARE & IT TOOLS

4.1 WIFI

A Wi-Fi connection will be made available to the Participant throughout the duration of the Hack Utilities.

4.2 CONTRACTING PARTY'S DEVICES

The Participant shall bring his/her own hardware (i.e. computer, etc.) and software ("**Devices**") in accordance with the Contracting Party's policies.

The Contracting Party shall be solely responsible for the Devices that its designated Participants use during Hack Utilities.

Hackathons disclaims and could never be deemed liable or responsible in the event of theft, loss or deterioration of Devices.

4.3 HACKATHONS' DEVICES

Hackathons might lend Devices to the Participant (i.e. extension cord, power bars, etc.) during the Hack Utilities. The Contracting Party acknowledges that the aforementioned IT Tools remains the sole property of Hackathons.

The Contracting Party waives any claims for defective Devices put at the disposition of its Participant by Hackathons.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 DEFINITION

Intellectual Property Rights shall mean (i) copyright (including in computer programs), patents, database rights and rights in trademarks, designs, (ii) applications for registration, and the right to apply for registration, for any of these rights and, (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world ("**Intellectual Property Rights**" or "IPR").

5.2 OPEN INNOVATION

Hack Utilities is a contributive event and aims to

foster open collaboration between Participants. To ensure that Hack Utilities remains a contributive event, the following principles apply:

5.3 BACKGROUND RIGHTS

All Contracting Parties have or may have IPRs (such as copyright including to software, database rights, patent rights, design rights) in pre-existing creations (such as software, machines, processes,...). In addition, some aspects may be protected as Confidential Information (as defined in section 6.1) or trade secrets (such as some data, algorithms, knowhow,...). The IPR and the trade secrets in pre-existing creations are referred to as “**Background rights**”.

The Contracting Parties remain the right holders of the Background IP and do not assign, transfer any rights or award any licenses to such Background rights to Hackathon, to other Contracting Parties or any third party, unless explicitly agreed otherwise.

The Contracting Parties cannot present the mere participation to Hack Utilities or the mere access to other Contracting Parties’ Background rights as an implicit assignment, transfer or license of the Background rights.

5.4 PREPARATORY MEASURES

The Contracting Party acknowledges that Hack Utilities is a private event, reserved to Contracting Parties and Participants that are bound by the General Conditions and to Experts and members of Hackathons that are bound by a confidentiality obligation equivalent to the one of article 6. Any information discussed in a group or even private meeting, or otherwise shared during the Event, is by principle and unless proven otherwise not to be considered disclosed to the public.

Notwithstanding the previous paragraph, the Contracting Party has the responsibility to determine which information can be disclosed to Participants of other companies attending Hack Utilities. It shall instruct its Participants concerning the information that is considered confidential and that must not be disclosed or for which additional protective measures must be taken (e.g. particular non-disclosure agreements, license agreements), in order to contribute to the smooth organization of Hack Utilities.

In any event, Hackathons shall bear no liability and shall not be held responsible in case information is disclosed during the Event that would destroy the patentability, or put the patentability at risk, of an

invention of the Contracting party.

5.5 NEW CREATIONS AND FOREGROUND RIGHTS

Throughout the event, teams will develop new creations. The ideas and creations as well as the persons making up the teams may, and probably will, change throughout the Event.

Ideas can be tracked throughout the event through the functions of a third-party application (mobile or web) that enables to name an idea and to identify the individuals who have contributed to it. Not later than at the end of the event, both the name of the idea and the identity of the individuals who have contributed to it will be finally identified in the third-party application. The content and specifics of the idea shall however not be stored and identified through the third-party application.

A summary of the idea will be made available to all the Participants through a third-party application (mobile or web). Hackathons shall bear no liability and shall not be held responsible in case Confidential Information or information that may destroy the patentability of the idea, or put the patentability of the idea at risk, is disclosed in the summary.

Some new creations might be protected under IPRs (“**Foreground rights**”). The Foreground rights will be vested in the persons designated by law as the initial owners. The Contracting Party has the responsibility of verifying whether the potential IPRs or similar rights of its designated Participants is transferred to it (by law or by contract).

5.6 FURTHER DEVELOPMENT OF RESULTS

Should a Contracting Party wish to further develop the new creations of the teams in which it was participating during Hack Utilities, after Hack Utilities has ended, it shall discuss with the other Contracting Parties participating in the same team; the opportunity of a further collaboration on the team’s new creations.

The Contracting Party is under no obligation to further develop the new creations of teams in which they have participated. The opportunity to partake in negotiations on the further (commercial) development of the new creations (resulting from Hack Utilities) must however be given to all contracting parties participating in the team having developed the new creations.

If all or some of the Contracting Parties members of the same team wish to collaborate to explore or

further develop the new creations (resulting from Hack Utilities), they will negotiate the terms of such collaboration and the exploitation amongst themselves (including the terms of license of IPRs, the use of confidential information, attribution, compensations, commercialization,...).

5.7 ATTRIBUTION

All Participants who contribute to a new creation are entitled to get a fair mention at Hack Utilities. For the purpose of this attribution, every contributing Participant's share will be considered equal.

The effect of attribution is not to allow any Participant to block the use of a particular idea to which they have contributed, but rather to allow all contributors to that idea to use and develop it further if desired. This attribution does not entail the creation or transfer of rights (such as IPRs). Such transfer may however be the object of negotiations between the Contracting Parties.

The Contracting Parties may but are not obliged to mention third parties, such as experts, who have contributed to the idea(s) or the results of the team.

Should the results of Hack Utilities be developed in products or services, commercialized by one or more Contracting Parties, it shall mention that such product or service is a result from Hack Utilities. The terms of such mention shall be agreed between the Contracting Party and Hackathons.

5.8 HACKATHONS' ROLE

Hackathons will not verify whether or warrant that the existing creations claimed by the Contracting Parties are legally protected under IPRs or confidentiality or that Contracting Parties are the legal owners of the Background rights to the existing creations.

Similarly, Hackathons will not verify whether or warrant that the new creations resulting from Hack Utilities are protected under IPRs, that they are not infringing third-party IPRs and who may claim ownership of the IPRs.

6 CONFIDENTIAL INFORMATION

The Contracting Party will take the necessary precautions to avoid transferring Confidential Information to Participants at Hack Utilities.

Should it transfer Confidential Information, then it will make sure that it will take the necessary measures to protect its rights and interests (e.g. by concluding a specific confidentiality agreement). Even in the

absence of such specific measure, at least the following principles will apply between the Contracting Parties disclosing (Disclosing Party) or receiving (Receiving Party) Confidential Information.

6.1 DEFINITION

"Confidential Information" means any technical, commercial or business information and data that is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question.

It may be communicated by or on behalf of the Disclosing Party to the Receiving Party, either orally, visually or in writing, in tangible form (including but not limited to documents, devices, electronic form or computer readable media) or intangible form.

Shall not constitute Confidential Information, information that (i.) was already in the possession of the Receiving Party at the time of disclosure; (ii.) is at the time of disclosure, or subsequently becomes, generally available to the public through no breach of any confidentiality obligations by the Receiving Party or any Permitted Recipient; (iii.) is lawfully obtained by the Receiving Party from a third party provided that third party is not, to the Receiving Party's best knowledge, in breach of any obligation of confidentiality to the Disclosing Party relating to that information; (iv.) is independently acquired or developed by or for the Receiving Party without violation of this Agreement.

6.2 NON-DISCLOSURE AND LIMITED USE

The Contracting Party is under no obligation to disclose any information, but it is conscious of the fact that the successful outcome of the Event relies on all participating companies making available some of their skills, information and knowhow.

Each of the Contracting Parties is entitled to refuse any Confidential Information from other contracting parties. If the latter still communicates its Confidential Information, the former is not bound by any confidentiality obligation.

A Receiving Party shall keep any Confidential Information strictly confidential and it

a. shall not disclose Confidential Information to anyone without the Disclosing Party's prior consent and, with its consent, only to the permitted recipients provided that the latter are bound to the same level of confidentiality

obligations as set forth in this Agreement,

- b. shall use any Confidential Information exclusively in the context of Hack Utilities; any use for any other purpose is not permitted without the explicit prior consent of the Disclosing Party;
- c. shall hold all Confidential Information with no less a degree of care as is used for the Receiving Party's own confidential information and at least with reasonable care.

The mere disclosure of Confidential Information between the Contracting Parties shall not entail an implicit licence to use the information for other purposes than the participation to Hack Utilities.

6.3 LIABILITY FOR BREACH BY A CONTRACTING PARTY

6.3.1 HACKATHONS' RESPONSIBILITY

Hackathons shall not be liable for any breach of any confidentiality obligation by a Contracting Party or a Participant.

In case of breach, Hackathons is under no obligation to issue a claim against the participating organisation violating its contractual obligations. It may however provide support – at its sole discretion – to the Contracting Party, which intends to undertake proceedings against a participating organisation base on section 6.3.2.

In case of violation of the confidentiality obligation, Hackathons reserves the right to exercise its rights against the Contracting Party, independently from the third-party beneficiary (in the sense of section 6.3.2).

6.3.2 CONFIDENTIALITY OBLIGATION AND ITS THIRD-PARTY BENEFICIARY

The General Terms and Conditions are only binding upon the Contracting Party and Hackathons. It does not create any contractual obligations between the participating organisations.

All participating organisations are however bound as "Contracting Parties" by the General Terms and Conditions.

Pursuant to art. 1121 of the Belgian Civil Code (beding voor derde/stipulation pour autrui), the confidentiality obligations described in section 6 of the General Terms and Conditions can be invoked by organisations participating to Hack Utilities against the Contracting Party.

Inversely, the Contracting Party is entitled to invoke section 6 of the General Terms and Conditions

against other participating organisations, which are subject to the General Terms and Conditions as contracting parties of Hackathons.

The Contracting Party, to the extent that it is considered a third party to the contracts between Hackathons and other participating organisations, accepts the benefit of confidentiality agreement, meaning that the third party cannot revoke the resulting obligations or engagements resulting from the confidentiality obligations vis-à-vis the Contracting Party (third beneficiary).

Inversely, the Contracting Party cannot revoke the benefit of the confidentiality obligation, which is considered a stipulation for third party beneficiaries.

As a consequence, the third party beneficiary (provided that it is bound by the General Terms and Conditions in a distinct contract) is entitled to claim rights resulting from the confidentiality obligation as defined in section 6 of the General Terms and Conditions (to the extent that no distinct confidentiality agreement is concluded between the Receiving Party and the Disclosing Party), independently from Hackathons.

7 LIABILITY AND LIMITATION OF LIABILITY

7.1 BEST EFFORT

Hackathons will use reasonable efforts to perform its obligations under the General Terms and Conditions. It cannot be held to achieve a particular result.

7.2 LIMITATION OF LIABILITY

Hackathons shall not be liable for (i) any late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or submissions, regardless of the method of transmission, (ii) Wi-Fi connection, Devices or technical or computer malfunctions, lost connections, disconnections, delays or transmission errors, (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials, (iv) any injuries, losses or damages of any kind caused by participating to Hack Utilities and, for (v) any printing, typographical, administrative or technological errors in any materials associated with Hack Utilities.

Hackathons disclaims any liability for damage to any device resulting from participating in, or accessing, uploading or downloading information in connection with Hack Utilities.

In any case, Hackathons' liability shall not cover any indirect damages (such as loss of profit, loss of revenue, loss of opportunity, loss of data, reputational damage) and it shall be limited to the fees that the Contracting Party has actually paid to Hackathons for its participation to Hack Utilities.

7.3 FORCE MAJEURE

Hackathons waives any liability, in case of modification, shortening or cancellation of Hack Utilities due to *force majeure* or event beyond its control. In that event, the registration fees will remain definitively acquired by Hackathons.

Similarly, it is entitled to the same in case of virus, bug, computer or phone problems, unauthorized interventions or other causes beyond Hackathons' control, corrupt, threatened the administration, security or proper running of Hack Utilities.

7.4 RESCHEDULING

Hackathons reserves to right to extend or reschedule Hack Utilities.

7.5 IPR AND CONFIDENTIALITY

Hackathons shall not be held liable in respect of any breach or alleged breach of any Intellectual Property Right or confidentiality obligation by or from any participating organizations, Participant or any third party, at any time.

This exclusion of liability shall be without prejudice to the right of the Contracting Party to seek legal action against third parties violating its rights.

8 USE & IMAGE RIGHTS

The Contracting Party warrants that the Participants it designates grants Hackathons, without any compensation, the right to fixate and further use his/her image (by means of photographs and/or audiovisual means), his/her last name, first name and brief descriptions of the project led by the Participant or his/her team for communications, commercial or internal/external publications in the framework of Hack Utilities ("**Use**").

This use includes the fixation, collection, storage, retention, unlimited reproductions, publications and distribution in printed, electronic and digital media, including, but not limited to, advertising and brochures, video and audio broadcast programs, and website, social media and online communications worldwide and for a ninety-nine (99) years duration starting as from the event's registration.

Pursuant to the General Data Protection Regulation, the Participant is entitled to withdraw his/her consent. The Participant can exercise his/her rights in accordance with the data protection policy that will be brought to his/her attention.

9 TERM AND TERMINATION

9.1 TERM

The General Terms and Conditions enter into force when the Contracting Party has issued a purchase order or agreed to receive the invoice for participation.

The contract thus concluded ends after Hack Utilities has taken place on October 1 and 2, 2019.

9.2 TERMINATION

The Parties can terminate, without prior court order, the contract in case of material breach of the contractual obligations, in particular non-payment of the contractual fees.

In case of material breach, the claiming party will send the defaulting party a formal notice (by e-mail, by regular or registered mail) of default. The defaulting Party has the opportunity to remedy its default within 10 business days, failing which the claiming Party is entitled (but not obliged) to terminate the contract by a simple notice (by e-mail, by regular or registered mail, at its discretion).

9.3 SUSPENSION

The participation of Participant to Hack Utilities will be suspended in case the Participant on behalf of the Contracting Party do not respect the General Terms and Conditions or the guidelines communicated during the Event or in case the Participants do not behave in accordance with general standards of loyalty, constructiveness or politeness. Suspension shall open no right to any kind of refund.

10 MISCELLANEOUS

10.1 SEVERABILITY

Any provision in these General Conditions which is void or inapplicable shall have no effect on the validity of the other provisions. In such a case, each party shall use its reasonable best efforts to immediately negotiate in good faith a valid replacement provision having a similar economic effect which is as close as possible to that of the invalid, void or unenforceable provision.

10.2 INTERPRETATION

No provision of these General Conditions shall be interpreted adversely against a party solely because that party was responsible for drafting that particular provision.

These General Conditions are drawn up in the English language. If these General Conditions are translated into another language, the English language text prevails.

10.3 APPLICABLE LAW

These General Conditions are governed by and shall be construed and interpreted in accordance with the Laws of Belgium, excluding any provisions of private international law that would result in foreign law to be applicable.

10.4 JURISDICTION

Any dispute arising from the interpretation, performance or cancellation of these General Conditions shall be submitted exclusively to the jurisdiction of the courts of Brussels – Dutch speaking division.