

Client-Agency Contract: *Basic agreement* for all *communication* projects

Developed by UBA and ACC,
in collaboration with AdaStone.

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Service agreement

Between

The Contractor: [REDACTED]
With registered office situated at: [REDACTED]
Entered in the Crossroads Bank for Enterprises with company number: [REDACTED]
Represented by: [REDACTED]

Hereinafter referred to as "**Contractor**"

And

The Principal: [REDACTED]
With registered office situated at: [REDACTED]
Registered in the Crossroads Bank for Enterprises with company number: [REDACTED]
Represented by: [REDACTED]

Hereinafter referred to as "**Client**"

Contractor and Client jointly referred to as the "**Parties**" and individually as "**Party**"

Introduction

Contractor is a [REDACTED] (*Options: event agency, communications agency, PR agency...*)

Client is a company operating in [REDACTED] (*Complement of activities, sector...*) and wishes to call on Contractor.

Within this framework, the Client entrusts the Contractor with the performance of the assignment as further specified in Annex 1. By means of the present Service Agreement (hereinafter the "**Agreement**"), of which the Annexes form an integral part, the Parties define the modalities of their cooperation.

Consequently, the parties agree as follows:

Article 1. Object of the agreement

The Client entrusts to the Contractor, in accordance with the terms and conditions set forth in the Agreement, the performance of the assignment(s) (hereinafter referred to as the "**Assignment(s)**") as described in Annex 1 or in the purchase orders issued by the Client.

Article 2. Territory

2.1

The Agreement is entered into for the territory ... (hereinafter "Territory").

2.2.

If the Assignment also includes web applications, these may only be specifically addressed to the population of the Territory, regardless of whether third parties outside this Territory may also receive the message.

2.3.

Services related to the Assignment that are outside the Territory will be charged separately.

Article 3. Duration of the agreement; termination; consequences of termination

3.1.

Subject to Section 3.3, the Agreement is entered into for (hereinafter the "**Duration**"):

- ↳ A fixed duration: (x) weeks/months/years effective (.../.../... date of signature), non-renewable.
- ↳ A fixed duration: (x) weeks/months/years starting from (.../.../... date of signature), once/times silently/explicitly renewable for the same duration.
- ↳ A fixed duration of (x) (at least one year), renewed once/times for the same period, subject to 3/6 months' notice of expiration.
- ↳ An indefinite term of at least one year, subject to 3/6 months' notice by either Party.
- ↳ An indefinite term, subject to 3/6 months' notice by either Party.

3.2.

If one of the Parties wishes to terminate the agreement, they must send a notice to the other Party

by registered letter, stating their intention to terminate the Agreement. In addition, the aforementioned agreed notice periods and deadlines must be respected.

The Parties stipulate that during the notice period they will continue to cooperate in good faith, properly settle all outstanding invoices and continue to execute all ongoing projects as well as all commitments arising from the Agreement.

In the absence of a notice of termination, if it is incomplete or in case the contractual obligations are not fulfilled during the notice period, the non-performing Party shall be liable to pay to the contracting Party compensation equal to (i) the remaining compensation to which the latter would be entitled during the notice period; or (ii) the actual damages suffered by the non-performing Party, at the option of the latter. In case of dispute regarding the determination of compensation, the average compensation of the last 12 months preceding the end of the Agreement shall be taken into account for the calculation of compensation.

If the Client terminates the Agreement with the Contractor and organises a competition where the outgoing Contractor is also invited, and if the outgoing Contractor furthermore takes heed of the current business, then the Client and the Contractor must make an arrangement regarding the effective date of the period of notice and/or compensation for termination.

3.3.

Each of the Parties has the right to terminate the Agreement by registered letter with acknowledgment of receipt, effective immediately and without notice or compensation:

- ↳ In case of a substantial or repeated breach of the Agreement by one of the Parties that makes any further cooperation permanently impossible. Among others, any breach of Articles 5 and 14 of the Agreement shall be considered substantial ;
- ↳ in case of insolvency of one of the Parties (cessation of payments, unstable credit, major financial difficulties, dissolution and liquidation, bankruptcy, petition for judicial reorganization, attachment);
- ↳ in the event of a serious breach, fraud or violence by either Party;
- ↳ in case of force majeure in accordance with Article 16 of the Agreement.

In the aforementioned cases, an invitation to rectify or abandon the defect shall be sent to the contracting party by registered mail within a period of fifteen to thirty days from receipt. In certain aggravating and exceptional circumstances and in particular when the creditor's position is compromised, this period may be shortened to between twenty-four hours and seven days. Upon expiration of this period, either Party may terminate the Agreement without prior notice or compensation.

3.4.

The possibility of termination of the Agreement provided for in Article 3.3 of the Agreement does not affect:

↳ the right of each Party to contest the validity of the breach, to claim damages for breach of contract as well as any other damages arising from the wrongful breach of the Agreement and

↳ the right of each Party to claim any compensation as well as interest it deems equal to the default of the contracting Party.

3.5.

Upon termination of the Agreement, the Parties will (re)hand over all necessary materials to the rightful owner and will cooperate in good faith for the possible transfer of assignments to another contractor.

Within a period of 15 calendar days, counting from the day following the end of the Agreement, each Party shall, upon request or with the prior consent of the other Party, return or remove all documents and information (especially confidential information) belonging to or relating to the other Party. At the request of the other Party, the Party returning or removing the documents shall certify in writing that this has been done.

Unless otherwise agreed in writing between the Parties prior to the signing of the Agreement, the Contractor shall nevertheless have the right to retain samples, models and creations with which to demonstrate its experience and know-how in future competitions, selection procedures, public tenders, pitches, etc.

3.6.

Subject to any prior and written provision to the contrary, the following provisions of the Agreement, among others, shall survive termination of the Agreement: Article 7, Article 8.3, Article 9, Article 12, Article 14 and Article 15.

Article 4. Obligations of the parties

4.1.

The Client undertakes, among other things, to

↳ make all necessary resources available to the Contractor to enable the latter to correctly execute the Assignment, in particular:

↳ transmit a timely, complete and accurate briefing to the Contractor;

↳ make available to the Contractor all relevant data and documents on the brands used by the Client;

↳ provide all support for the proper execution of the Assignment;

↳ provide clear directions with goals and possible priorities;

- ↳ communicate all information regarding parts entrusted to other agencies;
- ↳ comply with the obligations due to the authorities and competent professional associations, the competition rules and the other legal provisions and recommendations applicable to the Client's sector;
- ↳ pay Contractor's performance, deliveries and invoices in accordance with the provisions of Article 7 of the Agreement;
- ↳ provide a PO number, if required by the Client, to the Contractor as soon as possible and no later than ... days after agreement regarding the budget between the Client and the Contractor.

4.2.

The Contractor undertakes, among other things, to

- ↳ act in its own name and for its own account with respect to suppliers through written agreements;
- ↳ comply with the obligations imposed by the authorities and competent professional associations, the rules of competition and the other legal provisions and recommendations applicable to the Contractor's sector.

Article 5. Exclusivity

The Parties do not grant each other exclusivity.

OR

5.1.

The Client grants exclusivity to the Contractor and guarantees to work exclusively with the Contractor for the following scope: (e.g. creative and strategic work, marketing and/or communication related services, organizing events, PR activities, creating content programs ...) during the Duration of the Agreement in the Territory.

5.2.

During the Duration of the Agreement, the Contractor shall not provide services in the Territory identical or similar to the Assignment to a direct competitor of the Client, and specifically to (enumeration of brands) except by prior written agreement of the Client.

OPTION: EXCLUSIVITY WITHIN A GROUP

For the purposes of this Article, "Keypeople" are defined as the employees or freelancers of the Contractor who, at the time of signing the Agreement or at any time during the Duration of the

Agreement, were directly involved in managing, coordinating, or performing the Assignment for the Client.

If one of the Keypeople terminates his/her employment or partnership with the Contractor and starts within another company or entity that is part of the same group as the Contractor, that particular employee/freelancer is prohibited from performing work in the Territory, for one year from the date of the switch, for companies that are in direct competition with the Client, and specifically with ... (*enumeration of brands*).

Article 6. Remunerations and discounts

6.1.

For the Duration of the Agreement and for each separate Assignment entered into under the Agreement, the Parties will agree the applicable fee schedule prior to the start of the Assignment based on the applicable fee schedule in Annex 2.

6.2.

The Parties agree that the rates as determined in the fee schedule in Annex 2 of the Agreement will not be automatically indexed during the Term of the Agreement. However, the Parties reserve the right to deviate from this clause in writing by mutual agreement at a later date and still agree on a price indexation arrangement.

OR

The Contractor shall be entitled to index the agreed rates annually on January 1 (but for the first time on January 1 ...) in application of the following formula:

Example of indexation clause:

New price = old price x (0.2+0.8 x (S1/S0))

Significance:

- ↳ **New price** : the new (hourly) rates after application of price indexation
- ↳ **Old price** : the applicable (hourly) rates just prior to price indexation
- ↳ **S0** : reference salary cost Agoria Digital of the month of September preceding the year S1
- ↳ **S1** : reference salary cost Agoria Digital of the month of September of the year preceding the request for price revision

Article 7. Payment terms

7.1.

Unless otherwise agreed in advance and in writing, the Contractor shall invoice its performance [monthly/at the start of the Assignment/after the completion of the Assignment] and the Client shall settle the Contractor's invoices within a period of 30 days from the date of receipt.

7.2.

In the event of failure to pay the invoice within 30 days of receipt and unless otherwise agreed in writing in advance, the Principal shall be obliged by law and without prior notice of default to immediately settle the amount due, plus default interest and liquidated damages calculated on the basis of Articles 5 and 6 of the Law of August 2, 2002 on combating late payment in commercial transactions.

7.3.

Unless otherwise agreed to in advance and in writing, the Contractor shall bill the Client for all invoices for accepted third party services based on the accepted rates. The Client shall pay the invoices within 30 days from the date of receipt. Advances for large productions or miscellaneous payments shall be paid by the Client [immediately/ within x days].

Article 8. Use of artificial intelligence systems

8.1. Definitions

For the purposes of the Agreement, the following definitions are used :

- ↳ **Artificial intelligence (hereafter "AI"):** the ability of a machine to exhibit human skills, such as reasoning, learning, planning and creativity;
- ↳ **Artificial intelligence system (hereafter "AI system"):** a machine-based system that is designed to operate with varying levels of autonomy and can exhibit adaptability after deployment, and that, for explicit or implicit purposes, derives from received inputs how to generate outputs that may affect physical or virtual environments;
- ↳ **Output generated by AI (hereinafter the "Output"):** All results, insights, images, graphic designs, animations, videos, reports, creative content and other works developed by the AI Systems as part of the Assignment.

8.2. Application of AI

The Contractor has the right to use AI systems in the context of the Assignment. The Client may refuse the use of a specific AI system subject to justification and if the Client can demonstrate that the use of such AI system will adversely affect the Client's image.

8.3. Transparency and reporting of AI systems.

The Contractor undertakes to provide the Client, upon the Client's written request, with an annual summary of the AI systems used by the Contractor at that time in connection with the Assignment. This review includes:

- ↳ A list of AI systems that play a substantial role in realizing the Assignment;
- ↳ A description of the role and functionality of these AI systems in relation to the Assignment.

Upon receipt of the Client's written request, the Contractor shall provide the requested information within 15 working days.

The information provided by the Contractor on the AI Systems shall be treated as strictly confidential by the Client during the Duration of the Agreement and thereafter, unless otherwise agreed in writing by both Parties.

8.4. Responsibility

The Contractor undertakes to verify that the AI systems deployed for the Mission comply with applicable laws and regulations.

The Contractor is responsible for the proper implementation and operation of the AI systems it uses for the purpose of performing the Assignment.

The Contractor assures that the AI systems are used in an ethical and responsible manner and undertakes to comply with the Client's AI policy, if applicable, when providing services under the Assignment.

8.5. Guidelines

The "Guidelines on Artificial Intelligence & Communication" in Annex 3 shall apply to the Agreement without prejudice.

Article 9. Intellectual property rights

9.1.

Intellectual property rights consist of, without limitation, (i.) any copyright or similar right, (ii.) any drawing or design, registered or unregistered, deposits for drawings or designs or similar rights, (iii.) any trademark, trademark deposit or similar rights, registered or unregistered, (iv.) any invention, method or development process, database, sketch or drawing, or scientific or engineering information or documents, and (v.) any other right arising from an intellectual activity in the artistic, industrial, commercial or scientific sector, for each of the aforementioned cases worldwide and for the duration of the rights involved, and regardless of the possibility of registration of such rights (hereinafter the "**Intellectual Property Rights**").

Intellectual Property Rights apply to all creations, content, works, designs, Output to the extent that it can be protected on the basis of Intellectual Property Rights, and the like specifically created in the context of the Assignment by the Contractor, its employees or third parties at the request of the Client (hereinafter the "**Works**").

9.2.

The Client acknowledges and agrees that the Intellectual Property Rights in the Works are the sole property of the Contractor. The Contractor grants the Client, upon full payment of all related invoices, a non-transferable and exclusive license to use the Works. The scope of the right of use is as follows:

- ↳ **Duration:** [Example/Specific period (one month, one year...), Duration of Agreement, Duration of Copyright (= up to 70 years after death)].
- ↳ **Exploitation modalities:** Example/explanation: For what types of media may the rights be used? Radio, television, print media, movie theaters, brochures, T-shirts, posting, social media, Internet, ...]
- ↳ **Territory:** Example/Example: this is normally equal to the Territory as defined in the Agreement. However, the parties may explicitly deviate from this in the context of a well-defined advertising campaign].

Any extension of the Duration, Territory and exploitation modalities must be agreed upon in advance and in writing and may be the subject of an additional fee for the benefit of the Contractor. Any transfer of Intellectual Property Rights must be the subject of a separate agreement to which an additional fee is attached.

9.3.

The Contractor shall obtain the necessary rights and permissions regarding the Intellectual Property Rights for third party works and personality rights to allow the Client to use the works and/or personality rights in accordance with the modalities set forth in Article 9.2. of the Agreement.

If any restrictions or conditions apply specifically to the third-party works and/or personality rights and/or Output, including regarding the modalities, duration or territory of the Intellectual Property Rights, these shall be clearly communicated to the Client in advance on the occasion of the preparation of the Assignment and express approval shall be requested from the Client for this purpose. If the Client does not expressly notify the Contractor of its approval or disapproval within 7 days of sending the request for approval, its approval shall be assumed. In addition, the Contractor shall indemnify the Client against any third party claim to the Intellectual Property Rights of its designs.

9.4.

The Client guarantees that it is the sole holder or assignee of all content that it provides to the Contractor in the context of the Assignment and that this content does not infringe the Intellectual Property Rights or other rights of third parties. The Client shall indemnify the Contractor against any third party claim on the Intellectual Rights to the content it provides.

9.5.

Designs proposed to the Client, not accepted, shall enjoy strict confidentiality and remain the property of the Contractor. They shall not be used by the Client without the prior and written consent of the Contractor.

9.6.

The Client cannot claim any rights to the software or databases used by the Contractor in the context of the Assignment, unless they were developed at the Client's request or made available by the Client.

Article 10. Practical execution

10.1. Representation

The Parties designate the persons authorized to sign, in particular the directors or key persons of the Client, authorized to authorize the work of the Contractor, as well as the directors or key persons of the Contractor, in charge of the execution of the Assignment (hereinafter "**Representatives**"). The Representatives are designated in Annex 4. The Parties shall timely notify the other Party of any change in identity or authority of the Representatives.

10.2. Approval procedure

The Assignment proposed by the Contractor is subject to the express, written Approval of the Client (hereinafter "**Approval**") and whereby the Client accepts the Assignment.

10.3. Changes and modifications

Client and Contractor shall inform each other as soon as possible of changes, insofar as they have a direct impact on the course of the Assignment.

10.4. Relationships with suppliers and partners

The Client's Approval of the Assignment constitutes authorization for the Contractor to enter into relevant commitments with subcontractors and suppliers in accordance with the terms and conditions stipulated by the latter and as mutually agreed between the Parties.

In doing so, the Client may choose a well-defined supplier or partner (this implies that the Client makes an informed choice and becomes aware of all contractual conditions applicable with respect to this supplier/subcontractor). If the Client does not choose a well-defined partner, the cooperation between the suppliers and the Contractor is entirely the responsibility of the Contractor. In this case, the Contractor is responsible for the mutual cooperation with these suppliers and subcontractors, including but not limited to: contractual obligations, performance and payments.

The rights and obligations agreed upon between the Contractor and its subcontractors and suppliers should, if necessary and/or relevant, correspond to the rights and obligations applicable between the Contractor and the Client.

The Client may at any time, upon request, provide the contract terms of the Contractor's subcontractors and suppliers for information

Article 11. Participation in competitions

11.1.

The Contractor is authorized to promote its activities using designs and other elements that are part of the Assignment after the Client approves the Assignment. The Contractor may use the results of the Assignment, among other things, through participation in competitions, awards, press releases, information to other advertisers, for educational purposes, etc. However, the Client may refuse to grant such permission. The Client's refusal shall be valid only if it is justified and if the Client can demonstrate, for justification, that such use will have a detrimental effect on the image or if a disclosure of the strategy and/or numerical data is detrimental to the Client from a commercial point of view. The Principal may reserve the right to discuss this on a case-by-case basis.

11.2.

The Assignment, designs and concepts developed by the Contractor that have not been approved by the Client or have not yet been used as part of the Assignment may not be used by the Contractor for participation in competitions, awards, press releases, information to other advertisers, for educational purposes, etc.

Article 12. Material property

12.1.

Without prejudice to the provisions of Article 9 of the Agreement, all material prepared by the Contracted Party within the scope of the Assignment and paid for by the Client shall be the property of the latter, without the Contracted Party being permitted to deny access to the designs. This does not apply to material belonging to third parties, as communicated in advance for prior approval to the Client. There is no transfer of material property on software or on any database used by the Contractor in performance of the Agreement, except if they were developed at the request of the Client. Personal and other consumer data collected by the Contractor on behalf of the Client shall be the property of the Client.

12.2.

The Contracted Party shall take care of the Client's material and vice versa. Unless expressly requested by the Client, the Contracted Party is not obliged to request the return of the material of the Assignment intended for reproduction and distribution from the suppliers.

12.3.

The personal and other consumer data collected by the Contractor on behalf of the Client shall be the property of the Client.

12.4.

The designs presented to the Client, not accepted, shall enjoy strict confidentiality and remain the property of the Contractor. They shall not be used by the Client without the prior and written consent of the Contractor.

Article 13. Protection of personal data

13.1.

If, in the context of an Assignment, the Contractor processes personal data on behalf of the Client, such processing shall take place in accordance with the applicable legal provisions, including the Privacy Act of July 30, 2018 (hereinafter the "**Privacy Act**") and the 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 (hereinafter the "**General Data Protection Regulation**").

If the processing of personal data is done on the basis of AI systems, the Contractor shall ensure that the AI systems deployed comply with the relevant laws and regulations stipulated in this Article.

13.2.

If the processing of personal data for an assignment is involved, the Parties will, without delay and at the latest before such processing of personal data is commenced, enter into a data processing agreement concerning such processing in which, among other things, the Contractor guarantees appropriate technical and organizational measures, which will be attached as an addendum to the Agreement and will form an integral part of it, in accordance with the model in Annex 5.

Article 14. Confidentiality of information

14.1.

The Parties undertake not to disseminate any confidential information relating to the other Party's activities, its business planning, its clients or associated companies without the prior written consent of the other Party, either during the execution of the Agreement or after its termination. The same applies to the content of the Agreement, relations with third parties within the framework of cooperation and information resulting from studies or surveys. Confidential information is also considered all information that the Parties can reasonably assume to be confidential, including information that a Party expressly indicates to be confidential.

The Contractor undertakes to keep confidential all data relating to marketing, sales, share prices and statistics connected with the Client's activities that the latter has transmitted to it.

The Contractor undertakes to impose the same duty of confidentiality on its employees, subcontractors and suppliers.

14.2.

Shall not be considered confidential :



information already published at the time it was communicated;



information derived from another source that was validly obtained;



information obtained in an independent and legally valid manner;



information communicated pursuant to an administrative or judicial decision.

14.3.

The Parties agree that it is permitted to communicate the content of the Agreement, the campaigns, strategies and financial conditions to external advisors of the Parties, provided that: perusal is limited to the well-defined purpose for which the external advisor was called upon; the confidential information, as well as the result of the advice, are not communicated to third parties; the same confidentiality obligations arising from the present Agreement are imposed on the external advisors; no misuse is made of confidential information, as well as its communication to external advisors; the Parties are informed of any communication of confidential information to external advisors, without any additional obligations or transactions.

14.4.

The Client acknowledges that no provision of the Agreement limits the Contractor's right, during the Duration of the Agreement, if the latter deems it necessary, to use any general, non-confidential information regarding marketing, sales and information transfer that it has validly obtained itself.

Article 15. Guarantees and indemnity

15.1.

The Client and the Contractor guarantee the precise description of the products and services for which they are responsible.

Both Parties undertake to comply with the deontological code and sectoral regulations of the communications sector.

15.2.

The Parties shall indemnify each other for damages arising directly from a complaint or claim that relates to a breach of their respective legal or contractual obligations, or of any error or carelessness, and guarantee to have taken out the necessary liability insurance policies to adequately cover this risk.

The Parties are equally fully liable to each other for any damage caused by its employees, partners and other sub-contractors and also guarantee to have taken out the necessary liability insurance policies in order to adequately cover this risk.

OPTION

In the event of any liability of a Party, the total liability to the other Party shall be limited to a maximum amount of:



Eg: Amount X



Eg: Amount for which the Party liable is insured;



...

However, this ceiling does not apply in case of damages resulting from willful misconduct or intentional negligence.

15.3.

The Contractor assumes responsibility for the Assignment in particular its content. The Contractor shall be free to seek legal advice for this purpose at its own expense. At the Client's express request, the Assignment shall be submitted to the Client's legal department for validation. If the Client does not have a legal department, or if it is not equipped to validate the Assignment, the Assignment shall, if necessary, be submitted by the Client to a lawyer of the Client's choice. In this case, the Client shall bear the costs of validation. The Client must comply with the terms of the authorizations and rights communicated by the Contractor relating to the images, material, personal data and databases provided by the Contractor.

15.4.

The Client shall promptly notify the Contractor if it believes that the Assignment submitted by the Contractor to its Approval is untruthful or deceptive or in any way violates the laws or any rule mentioned in Article 15.1 of the Agreement and vice versa.

The Contractor draws the Client's attention to the obligations it must comply with under market practice and consumer protection laws and the possible violations of these laws in the context of the proposed Assignment.

Article 16. Force majeure

16.1.

Force majeure is defined in Article 5.226 of the Civil Code.

16.2.

The Party invoking force majeure shall notify the other Party of the occurrence of the event as soon as possible — and within a period of 5 working days. The obligations affected by the force majeure, as well as any mutual obligations of the other Party, shall be suspended for as long as the force majeure situation lasts. The force majeure situation does not justify termination of the Agreement and as soon as the force majeure situation ends, both Parties are bound to fulfill each other's obligations, except in the event that the force majeure situation persists for more than 3 months.

16.3.

Each Party shall bear its own costs resulting from the force majeure situation. Services already rendered must be paid for. The Parties cannot claim compensation from each other as a result of the non-performance of each other's obligations as a direct consequence of a force majeure event.

Article 17. Change of circumstances

In the event that the performance of the Agreement becomes excessively onerous for a Party (to such an extent, that its performance can no longer reasonably be required), due to a changed circumstance that was unforeseeable at the time of the conclusion of the Agreement, which is not imputable to this Party, the Party may, in accordance with Article 5:74 of the Civil Code, request the other Party to renegotiate the (financial) conditions in good faith with a view to their adjustment or termination, within a reasonable time after the Party concerned invokes this Article.

Article 18. General provisions

18.1.

If one or more provisions of the Agreement are declared void, illegal or unenforceable, this shall not result in the entire nullity of the Agreement. In such case, the Parties shall replace the provision(s) in question with a provision that best reflects its content and purpose.

18.2.

The Agreement and its Annexes comprise the entirety of obligations between the Parties with respect to the subject matter of the Agreement, and supersede all prior, oral and written agreements and understandings with respect to the subject matter of the Agreement. In case of contradictions between any provision in the Agreement and one or more Annexes, the Agreement shall prevail.

18.3.

No modification or amendment to any provision of the Agreement shall be binding to the extent that it has not been set forth in writing and signed by both Parties.

18.4.

Any correspondence in execution of or relating to the Agreement shall be sent to the address as stated in the preamble to the Agreement or as subsequently agreed in writing between the Parties. Notice shall be deemed to have been validly given the third day following the day of mailing (the postmark or date of the mail being proof).

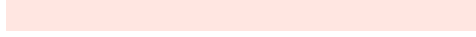
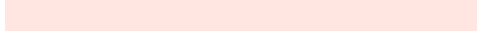
18.5.

The Agreement is subject to Belgian law. Any dispute regarding the Agreement, its content and scope, belongs to the exclusive jurisdiction of the courts of _____

Prepared at _____, in two copies, one of which each Party certifies to have received signed.

For the Client

For the Contractor



Annexes

Annex 1: Description of the assignment

Precise description of the Assignment as mentioned under Article 1 of this Agreement.

Annex 2: Remuneration scheme

For your information:



<https://www.acc.be/tool/remunerating-for-success>



<https://www.ubabelgium.be/nl/news-resources/item/2022/01/18/Nieuwe-guideline-Remunerating-for-success>

Annex 3: Guidelines on artificial intelligence & communication

For your information:



<https://www.acc.be/tool/ai-guidelines>



<https://www.ubabelgium.be/nl/news-resources/item/2024/03/26/Guidelines-on-artificial-intelligence--communication>

Annex 4: representatives

Representatives of the contractor:

NAME	TITLE	EMAIL & PHONE NUMBER

Representatives of the client:

NAME	TITLE	EMAIL & PHONE NUMBER

If certain Representatives are replaced, an additional annex shall be added, a copy of which shall be provided to each Party.

Annex 5: Data protection agreement

[description]

Between

[COMPANY] a company incorporated under the laws of Belgium, having its registered office address at [insert address], registered in the register of legal entities under the number [number], duly represented for the purposes of this Agreement by [name, function].

(Hereinafter the "**Advertiser**" or "**Controller**")

And

[insert name of Processor], a company incorporated under the laws of [insert country], having its registered office address at [insert address], registered in the register of legal entities under the number [insert number], duly represented by [name, function].

(Hereinafter the "**Agency**" or "**Processor**")

Hereinafter jointly referred to as "**Parties**".

Preamble

↳ The Parties have entered into service agreement (hereafter the "**Principal Agreement**"), signed on [●], pursuant to which the Parties set out the terms and conditions for the provision of specific services by the Processor to the Controller;

↳ In the context of the Principal Agreement, both Parties process certain personal data. To ensure compliance with the relevant legislation and regulations, the Parties have agreed to enter into this Data Processing Agreement (hereafter the "**DPA**") which enters into force on the date of the signature hereof and which form an integral part of the Principal Agreement Agreement to which this DPA is attached.

Article 1. Subject matter

In the framework of their contractual relationship, the Parties agree to respect the applicable legislation concerning the processing of personal data and, in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable as from May 25, 2018 (hereinafter "GDPR") and the Belgian legislation implementing the GDPR, in particular the law of July 30, 2018.

The DPA (together with the annexes, which form an integral part thereof) - as required by Article 28 of the GDPR - defines the terms and conditions under which the Processor agrees to perform processing activities of personal data described below on behalf of the Controller.

Article 2. Description of the processing activities

The Processor is authorized to process on behalf of the Controller the personal data required for the provision of the service(s) as described in Annex 1.

Article 3. Duration

The DPA enters into force on [REDACTED] and is concluded for the entire period of the Principal Agreement between the Parties, of which it forms an integral part.

Article 4. Obligations of the Processor

The Processor agrees to:

- ↳ processes the personal data only on documented instructions from the Controller, at the risk of being considered as a controller in the sense of Article 28.10 GDPR, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ↳ ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons;
- ↳ take all measures required pursuant to Article 32 GDPR (security of processing), in particular the measures described in Annex 2;

- ↳ taking into account the nature of the processing, assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- ↳ assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR (security of processing, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject, data protection impact assessment and prior consultation) taking into account the nature of processing and the information available to the Processor;
- ↳ make available, upon first request of the Controller, all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller;
- ↳ provide the supervisory authorities, which pursuant to applicable legislation have access to the controller's and processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the processor's physical facilities on presentation of appropriate identification;
- ↳ warrant, upon the first request of the Controller, the compliance with all obligations imposed upon the Processor by the GDPR and the applicable national law in implementation thereof;
- ↳ immediately inform the Controller if, in the Processor's opinion, an instruction infringes the GDPR or any other provisions of Union law or of the law of the Member States relating to data protection.

Article 5. Specific warranties and obligations relating to ai systems

In addition to the obligations specified in Article 5 of the DPA, considering the technology used by the Processor to offer its services ("Artificial Intelligence" or "AI"), the Processor makes the following specific warranties:

- ↳ The Processor warrants that the services offered is based on a technology compliant with GDPR and Belgian privacy legislation ;
- ↳ The Processor warrants that personal data will not be used to train algorithms or to improve the AI platforms provided by the Processor, other than for the specific purpose of performing the services for the Controller and outlined in this DPA and the Principal Agreement ;

- ↳ The Processor will take all necessary measures to ensure that personal data remains confidential and is not incorporated into the AI system's learning process or used for any other purpose without the explicit consent of the Controller ;
- ↳ The Processor ensures that the AI technology used is secure, reliable, and suitable for its intended purpose. The Processor is responsible for maintaining the technology to prevent any potential risks or vulnerabilities.

Article 6. Sub-processing

↳ **Option A** (general authorization)

The Processor may rely upon another processor (hereinafter "Sub-Processor") for carrying out specific processing activities. In such case, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Processors. This information must clearly indicate the processing activities entrusted to the Sub-Processor, the identity and contact details of the Sub-Processor and the date(s) of the sub-processing agreement. The Controller must present any objections against the appointment of the Sub-Processor within [redacted] starting from the day it received the information. The Sub-Processing can only commence if the Controller has not presented any objections within the agreed period.

↳ **Option B** (specific authorization)

The Processor is authorized to rely upon the entities listed in Annex 3 of the DPA (hereinafter the "Sub-Processor") for carrying out specific processing activities described in the same Annex.

In case the Processor wants to rely upon any additional Sub-Processors, he must acquire the prior written and specific authorization from the Controller. The Processor shall submit the request for specific authorization at least [redacted] prior to the engagement of the Sub-Processor concerned.

The Sub-Processor must respect the obligations of the DPA on behalf of and in accordance with the instructions from the Controller by way of a contract or other legal act under EU or Member State law.

A copy of such Sub-processor agreement and subsequent amendments shall - at the Controller's request - be submitted to the Controller, thereby giving the Controller the opportunity to ensure that the same data protection obligations as set out in the DPA are imposed on the Sub-processor. Clauses on business related issues that do not affect the legal data protection content of the Sub-processor agreement, shall not require submission to the Controller.

The Processor shall agree a third-party beneficiary clause with the Sub-processor where - in the event of bankruptcy of the Processor - the Controller shall be a third-party beneficiary to the Sub-processor agreement and shall have the right to enforce the agreement against the Sub-processor engaged by the Processor, e.g. enabling the Controller to instruct the Sub-processor to delete or return the personal data.

The Processor must ensure that the Sub-Processor provides sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where the Sub-Processor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the Sub-Processor's obligations.

Article 7. Right of Information of data subjects

↳ Option A

It is up to the Controller to provide the information to data subjects concerning the processing activities at the moment the data is being collected.

↳ Option B

The Processor must provide information to data subjects regarding the processing activities carried out at the moment their personal data is being collected. The wording and format of the information must be agreed with the Controller prior to the collection of the personal data.

Article 8. Data subject rights

To the extent possible, the Processor must assist the Controller to fulfill its obligation to respond to requests from data subjects exercising their data subject rights: right of access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object and automated individual decision-making (including profiling).

↳ Option A

If a data subject contacts the Processor to exercise any of their rights, the Processor must send such a request to the Controller by email immediately upon receiving the request by email at:

↳ Option B

The Processor must respond, in name and on behalf of the Controller and within the periods stipulated in the GDPR, to requests made by data subjects exercising any of their rights concerning to personal data that is subject to the processing provided by the DPA. The Processor must inform without undue delay the Controller of such requests and the response provided to the data subject.

Article 9. Notification of a personal data breach

The Processor shall notify the Controller of any personal data breach within after becoming aware of a personal data breach by the following means: Such notification must be accompanied by all useful documents in order to allow the Controller, if required, to notify without undue delay the competent supervisory authority and/or the data subjects.

The decision of whether or not to inform the Supervisory Authority and or data subjects of a personal data breach is taken solely by the Controller.

Article 10. Data Protection Impact Assessment

10.1.

The Processor agrees to provide assistance to the Controller in the course of the achievement of Data Protection Impact Assessments and in the course of a prior consultation of the Supervisory Authority.

10.2.

Furthermore, the Processor shall assist the Controller to respond to requests of the Supervisory Authority.

Article 11. Expiry

11.1.

Upon expiry of the services relating to the processing of personal data, Processor undertakes to destroy all personal data; to return all personal data to the Controller or to return the personal data to the Sub-Processor designated by the Controller solely on the instructions of the Controller.

11.2.

The return of personal data must be accompanied by the destruction of all existing copies within the systems of the Processor, unless Union or Member State law requires storage of the personal data. Upon their destruction, must provide adequate proof thereof to the Controller.

11.3.

The Controller shall retain the ownership (including intellectual ownership in the broadest sense) of all personal data, databases, information and materials made available to the Processor in the context of the performance of the DPA.

Article 12. Data protection officer

12.1.

The Processor shall communicate the name and contact details of its data protection officer (DPO) to the Controller, if it has appointed such a person in accordance with Article 37 GDPR.

12.2.

Contact information of the DPO:

Article 13. Record of processing activities

Processor shall keep a record of processing activities that he performs on behalf of the Controller and shall provide this record to the supervisory authority or Controller upon simple request.

Article 14. Obligations of the Controller

The Controller agrees to:

- ↳ provide the data required for the performance of the DPA described in Annex 1 to the Processor;
- ↳ document in writing each instruction regarding the processing of personal data by the Processor;
- ↳ ensure, both at the commencement and during the processing, to respect its obligations resulting from the GDPR and the present DPA;
- ↳ supervise the processing, including by performing audits and inspections at the Processor if it deems this to be useful;
- ↳ ensure that the processing of personal data, assigned to the Processor, has a valid legal basis;
- ↳ provide the Processor with all the information necessary to identify and evaluate risks to the rights and freedoms of natural persons.

Article 15. Various

15.1.

The DPA expresses the entire agreement between the Parties concerning its subject matter and supersedes all previous agreement between the Parties in this regard. The DPA cannot be altered, unless in the event of a written agreement between the Parties.

15.2.

In the event any provision of the DPA would be considered illegal, invalid or non-applicable, in whole or in part, such provision shall not be considered to form a part of the DPA and shall not affect the legality, validity or applicability of the DPA.

15.3.

In such a case or in the event of a lacking legal mention, the Parties agree to negotiate immediately in good faith in order to install a new provision having an equivalent economic effect to the non-applicable or lacking provision.

15.4.

The DPA is subject to and interpreted according to the applicable Belgian law. Any dispute relating to its validity, interpretation or performance shall be brought before the exclusive jurisdiction of the courts of Brussels (Belgium), if it cannot be resolved amicably between the Parties.

Done in _____ on _____
 in two original copies, each Party acknowledging receipt of its copy.

For the Controller

For the Processor

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Signature _____

Signature _____

Annex 1. Description of processing activities entrusted to the Processor

Note: Description should be made in the most detailed possible manner and, in any circumstance, the types of personal data must be specified further than merely "Personal data as defined in Article 4(1) GDPR" or stating which category ("Article 6,9,10 GDPR") of personal data is subject to processing.

I. The Processor is authorized to process on behalf of the Controller the personal data required to provide the following service(s) or achieve the following **purpose(s)**:

For example: storing data, assist the Controller with its marketing activities by improving the quality (segmentation) of the Controller's personal data.

II. The **nature of the processing activities** is:

For example: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, restriction, erasure or destruction.

III. The **types of personal data** processed consist of:

For example: Identification data (i.e., name, surname, e-mail address, address), Date of birth and place of birth, Phone number (s), Internet domain, Location data;, IP address and social media accounts, The type of browser, platform, operating system you are using, Browsing preferences, Financial data, Physical data, Family composition, Leisure activities and interests, Memberships clubs, companies, associations, organizations, groups, National number, ...

IV. The **categories of data subject** are:

For example: existing clients or prospects, users or employees of the Controller, family members of employees, independent service providers, patients, suppliers, delegates, contact persons, business representatives, other .

V. For the performance of the service which is the subject of the DPA, the Controller shall provide the following required information to the Processor:

[to complete]

Annex 2. Technical and organizational security measures

I. The Processor has taken the following technical and organizational security measures:

[Tick the appropriate boxes and, if applicable, provide a description of the technical and organizational security measures to ensure a level of security appropriate to the risk, including inter alia]:

Technical Measures

- | | |
|--|---|
| <ul style="list-style-type: none"> ↳ Antivirus installed on all PC/servers with regular updates ↳ Measures against the loss of personal data and regular backups ↳ Systematic and automatic update of software ↳ Website with a secured https connection ↳ Firewalls and authentication system ↳ Physical security of servers (reception, lockable premises, access restricted to authorized personnel) ↳ Access to system with unique identifier (login) for each user and authentication mechanism ↳ Configuration of new and existing material in order to limit vulnerabilities ↳ Limited access to personal data stored on the IT infrastructure ↳ Appropriate passwords (secured and regularly updated) and system to detect unauthorized or suspicious access | <ul style="list-style-type: none"> ↳ Encryption of network and mobile devices ↳ Antimalware ↳ Closure of accounts ex-employees ↳ System to detect or prevent intrusions onto the network ↳ Wi-Fi protected by WPA2 encryption ↳ Security cameras ↳ Other |
|--|---|

Organizational Measures

- ↳ Internal security policy
- ↳ Create awareness with personnel and management involved in the processing of personal data
- ↳ Training of personnel and management involved in the processing of personal data
- ↳ DPO or Data Manager (Team) appointed

Contact details : [...]

- ↳ Information Security Director appointed
- ↳ Internal Organization Chart with clear division of tasks
- ↳ Anonymisation/Pseudonymisation of personal data (for example sensitive)
- ↳ Access to personal data limited on a " need-to-know " basis
- ↳ Personnel bound by professional secrecy or confidentiality clause
- ↳ Prevention, detection, and processing of physical treats (fire, flood, etc.)
- ↳ Secured process for deletion of personal data
- ↳ Recovery plan in case of disaster or emergency (Continuity plan)
- ↳ Cyber security insurance
- ↳ Other

II. The Processor agrees to subscribe and maintain adequate liability insurance covering his various obligations.

[To the extent that Article 32 GDPR stipulates that the execution of security measures rests upon the Controller and Processor, it is recommended to determine precisely the responsibilities of each of the Parties with regard to the measures to be set in place. See proposal hereafter.]

For example:

III. The security measures listed in point I above warrant a level of security appropriate to the risk of the intended processing activities. In order to determine the adequate security measures, the Parties shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. These security measures are intended in particular to prevent any unauthorised collection or processing of personal data.

IV. If, due to any progression in the state of the art, important modifications would be required to the technologies used to secure the personal data, the Processor shall inform the Controller.

V. The Controller and Processor agree to take all reasonable efforts in order to ensure that their systems and processing activities comply with the confidentiality, integrity, availability and constant resilience requirements, taking into account the state of the art and the cost of implementation.

Annex 3. Sub-processing

[Completed by the Processor]

I. The Processor is authorized to rely upon the following entities (hereinafter: "**Sub-processors**") in order to perform the following processing activities:

Sub-processors	Location (main establishment and location of data processing)	Processing activities and description of the written agreement

Content of Annex 1 and Annex 2 of this DPA must be reflected into the Data Protection Agreement between the Processor and Sub-Processor according to the sub-contracted activities.

OR



No Sub-processor is used for the purpose of this DPA.

This contract is an initiative of UBA and ACC, with the support of the law firm AdaStone.

Note from the *publishers*

UBA

UBA stands for 'United Brands Association' and is the Belgian advertisers association made by and for brands. Representing the interests of brand builders, UBA's mission is to create a creative, innovative and dynamic eco-system, providing space for ambitious brands to grow sustainably. The UBA community counts 384 companies, representing 1050 brands and 8000 brand builders.



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ACC Belgium

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www.acc.be

AdaStone

AdaStone is a dynamic and entrepreneurial law firm that provides agile, seamless, and comprehensive legal support across regulated sectors, notably Media, Data, and IP. With extensive experience collaborating closely with the UBA and the ACC, AdaStone supports these associations in navigating the increasingly intricate landscape of sector-specific regulations and assists their members in addressing day-to-day legal concerns effectively.



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