
SUBCONTRACTING AGREEMENT

SA/SAB/2018/...

BY AND BETWEEN:

1. **ATOS LUXEMBOURG PSF SA** a limited liability company, incorporated under Luxembourg's law, (VAT LU15001853), having its registered office at 17 Rue Edmond Reuter, L-5326 Contern LUXEMBOURG.

Hereby duly represented by Mr. Sébastien Respaut, in his capacity of Managing Director, Hereinafter referred to as "**Atos**",

AND

2. **Xx** a limited liability company, incorporated under **xx** law (VAT **xx**), having its registered office at **xx**,

Hereby duly represented by **xx xx** in **xx** capacity of **xx**

Hereinafter referred to as the "**Subcontractor**",

Hereinafter jointly referred to as the "**Parties**" or separately as a "**Party**",

WHEREAS:

1. The Subcontractor is an expert in the supply of IT Services;
2. Atos wishes to make use of the Subcontractor's services, for internal use at Atos and/or in connection with services Atos itself supplies to an end-customer and Subcontractor has expressed his willingness to perform the requested services in accordance with terms and conditions of this subcontracting agreement;
3. The Subcontractor acknowledges that Atos has contracted Source Automation Luxembourg SA ("Source") to provide services in its role as a managed service provider;
4. The Subcontractor acknowledges and lives by the fact that Source Automation Luxembourg SA will act as an Agent on behalf of Atos between Subcontractor and Atos;

IT IS THEREFORE AGREED AS FOLLOWS:

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ARTICLE 1 – DEFINITIONS

For the purpose of this subcontracting agreement (hereinafter referred to as the “Agreement”), any Specific Agreement and any other document that is part of this Agreement, the following terms shall have the following meaning:

“Agent”	Source Automation Luxembourg SA, the acting managed service provider of Atos
“Consultant”	An employee or self-employed contractor of the Subcontractor who executes the Service for and on behalf of the Subcontractor;
“Contractual Documents”	The entirety of the contractual documents that form part of this Agreement, as set forth in Article 3 of this Agreement;
“End-Customer”	Any customer of Atos to which Atos supplies (directly or indirectly) certain services and for which Atos wishes to rely on the Subcontractor’s services;
“Service”	A service supplied by the Subcontractor pursuant to and described in a Specific Agreement;
“Specific Agreement”	An agreement between the Parties further to this Agreement, setting forth the specific terms and conditions applicable to and a description of the Services; a blank model form is attached to this Agreement in Annex 2
“Workday”	Each day of the week, except for Saturdays, Sundays and official public holidays in the country where the Services will be performed or as otherwise defined in a Specific Agreement.

In this Agreement words expressed in the singular shall where the context so requires or permits include the plural and vice versa.

ARTICLE 2 – SCOPE OF THIS SUBCONTRACTING AGREEMENT

1. General

1. This Agreement sets forth the general terms and conditions pursuant to which the Subcontractor shall supply to Atos and Atos shall obtain from the Subcontractor the Services.
2. The signing of this Agreement does not oblige Atos to order certain quantities of Services.

2. Type of Services

The Subcontractor shall supply Atos with Services of a T&M nature, as described in detail in each Specific Agreement.

3. Geographical sphere of the Services

The territory where the Services will be rendered, will be detailed in each Specific Agreement

ARTICLE 3 – ORDER OF PRECEDENCE

This Agreement consists of the following documents. In the event of a conflict or inconsistency between Contractual Documents, the order of precedence shall be established as follows:

1. Each Specific Agreement to this Agreement; Annex 2
2. The annexes to each Specific Agreement.
3. The main body of this Agreement and its Annexes 1 and 2;

ARTICLE 4 – TERM AND TERMINATION

1. This Agreement comes into effect on [REDACTED] (hence "Effective Date") and is of an indefinite duration. Either Party may terminate this Agreement at any time taking into account a notice period of three (3) months. The effective date of each Specific Agreement will be defined in the text of the Specific Agreement, as well as its duration. With the exception of the termination grounds explicitly mentioned in this article 4, neither Party will be able to terminate a Specific Agreement.
2. Atos may terminate this Agreement or a Specific Agreement by registered mail, without any prior recourse to the court, without compensation and with immediate effect:
 - 1) if the Subcontractor fails to perform any of its contractual or other obligations under this Agreement or under a Specific Agreement, and insofar as such failure is not rectified within ten (10) Workdays as of Atos' written notice to the Subcontractor, reasonably specifying the nature of the failure, or

- 2) if Atos has reasonable grounds to believe that 1) the Subcontractor is guilty of gross misconduct or gross negligence, or 2) that the Subcontractor is in breach of any of its fiscal and social tax obligations (including, but not limited to, the warranties and obligations mentioned in article 9 of this Agreement),
 - 3) If the Subcontractor is guilty of any act which demonstrably discredits Atos, which in Atos's opinion is prejudicial to its interest, or
 - 4) If the Subcontractor is convicted of a criminal offence.
 - 5) If as a consequence of the Subcontractor's and/or the Consultant's actions Atos is or may be at risk of being in breach of its regulatory obligations.
3. Either Party may terminate this Agreement and/or any Specific Agreement by registered mail, without any prior recourse to the court and with immediate effect, if the other Party files for bankruptcy, is declared bankrupt, is being wound up or has become insolvent.
 4. Atos may terminate this Agreement (or any part hereof) and/or any Specific Agreement (or any part hereof) by registered mail, without any prior recourse to the court and with immediate effect, if its contract with its customer or the End-Customer is terminated or upon request of the End-Customer, or for convenience by Atos giving the Subcontractor a reasonable notice period..
 5. In the event that this Agreement expires or is terminated during the term of a Specific Agreement, the provisions of the Agreement will remain in force with respect to and for the duration of the aforementioned Specific Agreement.
 6. Any (full or partial) termination of this Agreement or any Specific Agreement is without prejudice to any rights of use or licences granted by the Subcontractor to Atos or directly to the End-Customer in connection with the Services performed prior to such termination, as well as to any sub-licences granted by Atos to a third party pursuant to Article 6.2 of this Agreement. Such rights, licences and sub-licences shall survive such termination.

ARTICLE 5 – CONFIDENTIAL INFORMATION

1. "Confidential Information" means any information in any format disclosed or made available by or on behalf of a Party to the other Party in respect of this Agreement or a Specific Agreement, except for information that:
 - a. at the time of its disclosure under this Agreement, is already in the public domain, other than by a breach of this Agreement or of a Specific Agreement;
 - b. is rightfully received from a third party not in breach of any obligations of confidentiality;
 - c. is independently developed by any employees or agents of one Party without access to the Confidential Information of the other Party;
 - d. is proven to be already known to the recipient at the time of disclosure;
 - e. is disclosed in compliance with applicable law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such law or order in order to give the disclosing Party the opportunity to object to and/or attempt to limit such disclosure.

2. Each Party shall treat Confidential Information as strictly confidential, shall not disclose it or make it available to third parties without the prior written consent of the disclosing Party and shall only use it in connection with the performance of this Agreement or a Specific Agreement.
3. Each Party shall only disclose and make available Confidential Information to those of its employees, agents and subcontractors who are involved in the performance of this Agreement and the Specific Agreement concerned and provided that they are subject to the same obligation of confidentiality as set forth in this Article. Such disclosure shall always be on a strict “need to know” basis.
4. Upon termination of this Agreement or a Specific Agreement, each Party shall return to the other Party any originals and copies (whatsoever the format) of the latter’s Confidential Information concerned, within ten (10) Workdays.
5. The Subcontractor shall not be entitled to disclose any information relating to the existence or content of this Agreement and/or any Specific Agreement, unless after having obtained the prior, written and explicit consent of Atos. The Subcontractor will not, nor will any of its Consultants, disclose any information to the End-Customer regarding their (working) relationship with Atos.
6. If the Subcontractor violates this Article 5 (“Confidential Information”), it shall automatically and legally be held to pay liquidated damages in the amount of EUR 75.000 per breach, being the amount estimated by the Parties as the reasonable damages resulting from a breach of confidentiality, without prejudice to the right of Atos to demonstrate that a higher amount of loss has been incurred and Atos’ right to claim the excess amount.
7. This Article shall explicitly survive the termination of this Agreement and each Specific Agreement.

ARTICLE 6 – PROPERTY RIGHTS AND LICENSING

1. Any intellectual, industrial or other property rights with respect to any works (including but not limited to software, documentation, etcetera) created, developed or modified by the Subcontractor, its employees, its Consultants or its subcontractors under this Agreement or any Specific Agreement shall be vested exclusively in or – to the extent required – be deemed to have been transferred to, Atos as of their creation. In the event of software, the Subcontractor shall provide Atos with the source code thereof.

The Subcontractor shall refrain 1) from using such rights for any other purposes than the performance of the Services under this Agreement or the Specific Agreement, unless with the prior, written and explicit consent of Atos, and 2) from claiming any right, title or interest in or to such rights. The Subcontractor shall see to it that its employees, Consultants and subcontractors are also bound in writing by these obligations.

2. To the extent that the Subcontractor uses pre-existing creations, the intellectual, industrial or other property rights of which are vested in the Subcontractor or any third party, then the Subcontractor hereby grants to Atos a non-exclusive, worldwide, royalty-free licence to use such creations for the term of their legal protection, including the right to grant sub-licences.

At the first request of Atos, the Subcontractor shall at its costs deposit the source code of such creations, any modifications or updates thereof and any accompanying technical documentation with an escrow agent, in accordance with the terms and modalities agreed upon by both Parties in an escrow agreement.

3. The charges paid by Atos to the Subcontractor for the supply of the Services include the charges for the aforementioned transfer and licence of rights.
4. The Subcontractor warrants that it is entitled to perform the aforementioned transfer and license, and that the transferred or licensed rights shall not infringe on any rights of any third party. The Subcontractor shall indemnify and hold harmless Atos (including attorney fees) and, at Atos's option, defend Atos at Subcontractor's own costs, from and against any and all claims of any third party alleging that such rights infringe on any of such third party's rights, or provide Atos with any information and support to allow Atos to organise its defence. The Subcontractor shall pay all damages and/or fines and/or settlement amounts that Atos has to pay to any party as a result of such a claim.

If, as a result of such claim, the Services can no longer be supplied in accordance with this Agreement or any Specific Agreement, then the Subcontractor shall at its own costs and upon consultation with Atos perform the necessary remedies without delay.

ARTICLE 7 – CONSULTANTS

1. The Subcontractor shall only involve Consultants who have the required profile, qualifications and authorisations and licenses as the case may be, to perform the Services concerned for and on his behalf. The Subcontractor shall select those Consultants on the basis of Atos's specifications and its own knowledge of the Consultants, taking into account, amongst other things, their education and diplomas, years of relevant experience and relevant skills, and their tasks, function(s) and responsibilities in the performance of the Services. The Consultant(s) shall be specified in each Specific Agreement.
2. The Subcontractor shall not invoke or enforce any non-competition or non-solicitation clause towards any third-party Atos wishes to contract.
3. Before and during the performance of a Service, Atos shall be entitled to verify whether or not the Consultants proposed or involved by the Subcontractor have the required profile and qualifications that Atos deems necessary to perform the Service concerned. At the request of Atos, the Subcontractor shall at its own costs provide Atos with any additional information that

allows Atos to perform this verification, and the Subcontractor shall see to it that the Consultants present themselves in interviews with Atos's representatives.

4. Within ten (10) Workdays following the request of Atos, the Subcontractor shall, without costs to Atos and without any delay in the performance of the Services, replace a Consultant by another Consultant with at least the same level of profile and qualifications as the replaced consultant, if:
 - Atos customer or End-Customer requests the Consultant's replacement; or
 - Atos is of the opinion that such Consultant does not meet the necessary requirements or is not satisfied with a Consultant's performance, or,
 - A Consultant has been absent for more than ten (10) Workdays, for whatever reason, without the prior written approval of Atos.
 - As a consequence of the Consultant's actions Atos is or may be at risk of being in breach of its regulatory obligations.

5. The Subcontractor shall be entitled to replace a Consultant only after having received the prior, written and explicit consent of Atos. In such case:
 - the replacing Consultant shall have a better or at least the same level of profile and qualifications as the replaced Consultant and the replacing Consultant shall be involved in the performance of the Services free of charge during a trial period with a maximum of 10 Workdays, allowing him to become familiar with the Services. The trial period can be longer in case so requested by the End-Customer, in which case the duration of the trial period will be specified in the Specific Agreement concerned; and,
 - Atos shall be entitled (at its sole discretion) to extend the term of the Specific Agreement concerned with a period that equals the time needed for the replacement of the Consultant concerned (including with the duration of the trial period).

Should the Subcontractor violate this article, then the Subcontractor shall automatically and legally be held to pay liquidated damages in the amount of EUR 50.000 per breach, being the amount estimated by the Parties as the reasonable damages resulting from a breach of the present obligation, without prejudice to the right of Atos to demonstrate that a higher amount of loss has been incurred and to claim the excess amount.

6. The Subcontractor shall inform Atos about any holidays assigned to the Consultants and about any absences of a Consultant involved and consult with Atos about the planning of the holidays in order to safeguard the performance of the Services from any delay.

ARTICLE 8 – DELIVERY AND ACCEPTANCE

1. The Subcontractor shall respect the delivery and acceptance modalities required by the End-Customer, as reasonably agreed upon between Atos and the End-Customer.

2. Atos shall proceed to the acceptance of a Service upon the acceptance of that Service by the End-Customer.

ARTICLE 9 – WARRANTIES

1. The Subcontractor warrants that it shall timely supply the Services with the care of an expert and in accordance with the state of the art and the highest professional standards.
2. In the event of an alleged shortcoming in the Services, the Subcontractor shall actively cooperate in any investigations aimed at assessing the true cause of the alleged malfunctioning or shortcoming and take all measures to safeguard any evidence which may be relevant for such assessment.
3. The Subcontractor ensures that it fully complies with any and all applicable tax, labour, social security law obligations and other applicable law and legislations. At the request of Atos, the Subcontractor shall provide Atos with sufficient proof thereof. The Subcontractor shall indemnify and hold Atos harmless from any consequences related to any non-compliance with such obligations. The Subcontractor warrants that, if any authority claims from Atos any tax, labour or social security contribution for whatever reason related to the performance of the Subcontractor's employees, Consultants, agents or subcontractors under this Agreement or any Specific Agreement, it shall at the first request of Atos pay this contribution directly to the authority concerned or, if payment has been made by Atos, immediately and fully reimburse Atos. Atos further reserves the right to remove Subcontractor (including, but not limited to, Subcontractor's employees, Consultants, agents or subcontractors) from its premises and/or from the premises of the End-Customer, if he is not in the possession of the required official documents such as (but not limited to) declarations, permits, visas, etcetera.
4. Atos or Agent(s) act(ing) on behalf of Atos are entitled to seek verification of article 9.3 and Subcontractor will at all-time fully cooperate in providing information and documents to make the necessary verification possible.
5. The Subcontractor warrants that it has all the necessary licenses, authorisations, authority and power to perform its duties under this Agreement and the Specific Agreement and undertakes to keep such licenses, authorisations, authority and power in full force and effect at all times for the duration of this Agreement and the Specific Agreement.
6. Luxembourg's social badge: In reference to the above-mentioned Article 9.3 of this Agreement, the Subcontractor warrants that he is aware of and fully compliant with the Luxembourg Law of 14 March 2017, which transposes into national legislation Directive 2014/67/EU regarding the posting of workers from abroad to the Grand Duchy of Luxembourg. The mandatory declaration needs to be submitted electronically by the foreign employer on the portal <https://edetach.itm.lu/edetach/> of the Luxembourg authorities being "Inspection du travail et des mines". The Subcontractor warrants that at the latest one (1) Workday before his Consultant(s) start performing the Services, he will provide Atos with a copy of the social badge, insofar as the legislation is applicable.
7. In the event that an agreement between Atos and the End-Customer imposes upon Atos terms and conditions that are stricter than the terms and conditions imposed upon the Subcontractor by this Agreement (or by the Specific Agreement) concerned, then the Subcontractor accepts

that such stricter terms and conditions are flown down and deemed to be incorporated in this Agreement so as to ensure that the Subcontractor is bound towards Atos by the same terms and conditions as those by which Atos is bound towards the End-Customer.

8. The Subcontractor shall indemnify Atos and hold Atos harmless (including any compensation, fine and attorney fees) and, at Atos's discretion, defend Atos at Subcontractor's own costs, from and against any and all claims of any customer or End-Customer of Atos alleging that Atos did not comply with one or more of its contractual obligations towards that customer or End-Customer, and that non-compliance is caused by a failure of the Subcontractor to comply with its obligations under this Agreement or any Specific Agreement, and provide Atos with any information and/or support to allow Atos to organise its defence.
9. The Subcontractor shall at all times comply, and shall ensure that its employees, its Consultants or its subcontractors shall, at all times, comply with the security policy, guidelines and requirements of Atos and the End-Customer, which can be obtained upon request of the Subcontractor.

ARTICLE 10 – INSURANCE

1. The Subcontractor shall have an adequate insurance against professional and civil liability in connection with the performance of this Agreement and any Specific Agreement.
2. At the request of Atos, the Subcontractor shall provide a copy of its insurance policies in place and a certificate attesting that all premiums have been duly paid.

ARTICLE 11 – INVOICING AND PRICES

1. The Subcontractor acknowledges that Atos has an agreement with the Agent, under which the Agent is rendering a managed service provider role, whereby the Agent will, amongst other things take over the administrative responsibilities and day-to-day invoicing and payment responsibilities of Atos towards the Subcontractor. The Subcontractor therefore agrees to address and send all of its invoices directly to the Agent (instead of Atos) in accordance with the Specific Agreement concerned, after approval by an Atos representative of the time entries in the Atos time registration system. Atos will determine the time registration system and procedure to be used by the Subcontractor in this respect. Atos provides the Agent on a monthly basis with an overview of the number of hours approved in the Atos time registration system. The Subcontractor acknowledges that only the hours on the overview will be considered to be eligible for invoicing.

For avoidance of doubt and regardless the circumstances, Parties agree that without hours having been approved by Atos, Subcontractor cannot duly claim time spent/worked on any Specific Agreement.

2. Unless otherwise stipulated, undisputed invoices shall be paid by the Agent to Subcontractor within thirty-five (35) days upon receipt by the Agent of the correct invoice. In the event that the Agent does not pay an undisputed invoice timely, Subcontractor will first send the Agent a reminder by confirmed e-mail, being an e-mail that the receiver will have to verify and indicate as read and of which the sender can receive notification of delivery, allowing the Agent a reasonable period to execute payment, following the receipt of said e-mail. If the undisputed invoice is not paid within the aforementioned reasonable period, the Agent shall not be liable to pay any compensation other than a late payment interest on the invoice amount, corresponding to the Libor three (3) month rate applicable on the due date of the invoice. Subcontractor will separately invoice the Libor late payment interest. Subcontractor agrees to send all correspondence relating to invoices and payment to the Agent, who will respond to Subcontractor on Atos' behalf.

3. The payment of an invoice shall not imply an acceptance of the delivery or performance of a Service or of the description mentioned on the invoice and shall be with reservation to the provisional and final acceptance of the Services concerned. The Subcontractor shall not be entitled to suspend the performance of the Services based on a dispute related to a disputed invoice or late payment hereof.

4. All Subcontractor's invoices shall be addressed and sent to the below mentioned address. In no event shall the Subcontractor send invoices directly to Atos or Atos' End-Customer.

Billing address

Source Automation Luxembourg SA
 1, Côte d'Eich,
 L-1450 Luxembourg

Mailing address

Source Automation BVBA
 J.E. Mommaertsiaan 22/1
 B-1831 DIEGEM
 Belgium

VAT LU-27035663

via e-mail to: Invoices@lu.source.eu
 (preferred)

5. All prices shall be set forth in the Specific Agreement and shall be in euro and exclusive of VAT. Said prices will be considered as Subcontractor's full and complete prices for the Services, including for those services that can reasonably be considered to be part of the Services and those services that are inherent or necessary to duly perform the Services. All prices are fixed and can only be changed in accordance with article 14-12 ("Amendments"). Subcontractor's prices will include travel costs within Luxembourg and Belgium, It is understood that all additional fees, if any, must be specifically agreed upfront with Atos and confirmed for approval in writing. The additional costs must be reported and invoiced according to the then current Atos policies, provided to Subcontractor at the time of Atos' approval. Unless otherwise agreed in the Specific Agreement, the rates and conditions are fixed during the term of the Specific Agreement and any renewal of the Services of a Specific Agreement will be under the same or better conditions for Atos.

6. When a budget is applicable, the Subcontractor deems the total budget for supplying the Services a realistic estimation of the related costs. The Subcontractor is responsible for pro-actively managing this budget, which implies that it shall inform Atos timely when the budget might be exceeded, or when it reaches its threshold. Any exceeding of this budget, will only be held accountable to Atos if (1) the Subcontractor has informed Atos thereof in advance, and (2) exceeding the budget is related to additional work for the Services included in the budget, of which the Subcontractor proves that it could not have reasonably foreseen the necessity, and (3) Atos has given its written and explicit consent thereto in advance. The Subcontractor shall not be entitled to charge any additional costs for a change in people or means that Subcontractor involves or has to involve to perform his obligations under this Agreement or under any Specific Agreement.

ARTICLE 12 – AUDIT

1. To verify whether the Subcontractor and its subcontractor(s) comply with their obligations under a Specific Agreement or under this Agreement, Atos is entitled to proceed to an audit of any and all documents, files and records in any format kept by the Subcontractor or its subcontractors that are related to the performance of this Agreement and/or a Specific Agreement. To that end, the Subcontractor shall give Atos access to those of its premises that are (directly or indirectly) involved in the supply of the Services, and it shall see to it that its subcontractors involved in the supply of the Services are bound in writing by the same obligations. In order to allow Atos to be able to perform an audit, the Subcontractor will keep record of all documents, files and other information that are related to the performance of this Agreement and/or any Specific Agreement.
2. The Subcontractor shall provide Atos at no additional costs with any information and documentation and assistance that could reasonably be requested from Subcontractor by Atos to perform the audit.
3. In the event that an audit shows that the Subcontractor or its subcontractor(s) did not comply with any of their aforementioned obligations, then (1) the Subcontractor shall bear all costs related to the audit, and (2) the Subcontractor shall immediately and at its own costs take any measures that are necessary to remedy the non-compliance concerned.
4. Atos shall inform the Subcontractor about its intention to proceed to an audit reasonably in advance. An audit can be performed at any time during the performance of a Specific Agreement. and during a period of one (1) year after its termination, and this at least once per calendar year and each time that Atos believes there is a serious presumption of non-compliance.

ARTICLE 13 – TRANSITION

If this Agreement or any Specific Agreement expires or is terminated, the Subcontractor shall at its own costs take all reasonable measures necessary to ensure an orderly transition in relation to the Services, including, for example, the handover of documentation and records.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

1. Account Managers

1. For any Specific Agreement, each Party shall appoint one account manager with overall responsibility for the performance of the Specific Agreement (hereinafter referred to as “the Account Manager”). The Account Manager will each time be specified in the Specific Agreement.
2. Each Party may replace its Account Manager upon prior written notice to the other Party. Each Party may appoint one or more representatives of its Account Manager for the performance of one or more tasks of the Account Manager.

2. Communication and information

1. Any communication or notice given pursuant to this Agreement or any Specific Agreement will in writing, addressed to the attention of the below mentioned contacts and will be delivered by hand or sent by registered mail or courier as mentioned below or transmitted by confirmed e-mail (i.e. an e-mail with a “request a read receipt” to the e-mail address set out hereinafter or at such other e-mail address as notified to the other Party in conformance with this article 14.2). Such notices will be considered received on the day of actual delivery or, if delivery is not accomplished due to some fault of the addressee, on the day the notice was submitted for delivery. A Party may from time to time change its address for notification purposes by giving the other Party prior written notice of the new address in the manner provided above and of the date on which it will become effective. This will then be written down in an addendum to this Agreement, signed by the Parties. The Parties may agree from time to time in writing that certain types of routine approvals and notices of a non-legal nature may be given by electronic mail.

	On behalf of Subcontractor	On behalf of Atos	On behalf of the Agent
Company	xx	Atos Purchasing	Source - Ian de Swart
Address	xx	Burgemeester Rijnderslaan 30 1185 Amstelveen, The Netherlands	J.E. Mommaertslaan 22/1, 1831 Diegem, Belgium
Phone	xx	+31 88 265 55 55	+32 2 721 75 45
E-mail	xx	Purchasing.nl@atos.net	info@be.source.eu

2. The Parties shall inform each other accurately and timely of all issues relevant in the context of their performance under this Agreement and/or any Specific Agreement and of any facts that impact or may impact their performance, including any information about and any modification of their name, nationality, registered office, legal form, representatives, VAT and other applicable taxes and Account Managers. In the absence of such notice, such modifications shall not be enforceable towards the other Party.
3. The Subcontractor acknowledges that it has received all necessary information from Atos to be able to perform this Agreement and/or any Specific Agreement.

3. Personal data protection

1. In the event that in the course of rendering the Services, Subcontractor will process Personal Data, he will act as the Data Processor, and he will comply with all applicable national, international and supranational data protection regulations and legislations and all instructions provided by Atos with regard to the processing of its own or its customer's or End-Customer's Personal Data.
2. Subcontractor will keep the Personal Data secured in accordance with the applicable data protection legislations, with Atos' or its customer's or End-Customer's instructions and with standard industry practice. Moreover, Subcontractor will keep the Personal Data confidential in accordance with the confidentiality provisions of Article 5 (Confidential Information) of this Agreement and neither Subcontractor nor any person acting under its authority will use or process the Personal Data for any purposes other than the performance of the Services under this Agreement or any Specific Agreement.
3. The Subcontractor shall take all appropriate technical and organizational measures to protect the Personal Data from any accidental or illicit destruction, accidental loss, modification of and access by unauthorized persons, and from any other illicit processing of the Personal Data. These measures shall be described in the respective Specific Agreement.
4. Atos is entitled to examine the compliance with the provisions of this Article by the Subcontractor at any time. To that end, it is entitled to access those premises where the Personal Data is being (directly or indirectly) processed. At Atos's request, the Subcontractor shall provide Atos with all information that Atos considers useful or necessary for the performance of or compliance with this Article 14.3. In order to allow Atos to be able to examine the Subcontractor's compliance with this Article 14.3, the Subcontractor will keep sufficient record of all such information.
5. Subcontractor will indemnify and hold Atos and its respective End-Customers harmless from any and all losses and damages suffered, incurred or sustained as a result of Subcontractor's breach (or alleged breach) of the applicable data protection regulations and/or legislations or of the provisions in this Article 14.3 (Personal data protection).

6. In case the terms and conditions concerning data protection need to be amended or elaborated, this will be further detailed in the respective Specific Agreement.

4. Subcontracting and assignment

1. The Subcontractor shall not subcontract or assign this Agreement or any Specific Agreement, unless with the prior written and explicit consent of Atos.
2. The Subcontractor shall not delegate and/or outsource the Services to any third-parties (the subcontractors) without the written and explicit consent of Atos.
3. The Subcontractor ensures that any subcontractors or assignees shall be bound by this Agreement and any Specific Agreement. Any such subcontracting or assignment by the Subcontractor shall be without prejudice to its obligations under this Agreement and any Specific Agreement. The Subcontractor shall be and remain fully liable towards Atos for the non-compliance by its subcontractors and assignees with this Agreement and all of its Specific Agreements.
4. Notwithstanding the use of subcontractors, the Subcontractor remains fully liable towards Atos for the provision of the Services. In addition, the Subcontractor shall indemnify and hold Atos harmless against any claim from a subcontractor.

5. Merger, acquisition and restructuring

In the event of a possible merger, acquisition or restructuring of a Party, such Party shall inform the other Party by registered mail as soon as possible. This Agreement and all of its Specific Agreements shall be binding on the Parties and their respective successors, and without any extra charges, costs or obligations.

6. Relationship between the Parties

1. Each Party acts and shall act as an independent contractor on its own account and responsibility and shall in no event be deemed to be the agent, partner or legal representative of the other Party.
2. Nothing in this Agreement may be considered an employer/employee relationship between Atos and the Consultant or Subcontractor, nor the intent that Atos or Consultant or Subcontractor intend to vest an employer/employee relationship.
3. During the performance of any Specific Agreement and for a period of 12 months after expiration or termination of such Specific Agreement, the Subcontractor shall not enter into any direct or indirect contact and/or agreements with any customer (or End-Customer) of Atos for which the Subcontractor or any of his Consultants have performed services, either directly or indirectly through their work for Atos, unless with the prior, written and explicit consent of Atos, and the Subcontractor shall not supply, directly or indirectly (including, but

not limited to, through any affiliate, shareholder, partner, subcontractor or agent) to said customer (or End-Customer) of Atos any services whatsoever, unless a sustainable relationship already existed with said customer at the moment this Agreement was signed. The Subcontractor warrants that the foregoing parties shall respect this provision.

4. In the event that the Subcontractor does not comply with this provision, Atos shall be entitled to liquidated damages equal to the higher of 1) 25 000 EURO or if applicable 2) the amounts payable by the End-Customer to Atos over the last twelve (12) months as of the effective date of the Specific Agreement (for that specific End-Customer) between Atos and the Subcontractor, without prejudice to the right of Atos to demonstrate that a higher amount of loss has been incurred and to claim said excess amount of damages.
5. The Subcontractor warrants that this undertaking shall also be respected by its shareholders, directors and officers. The Subcontractor also warrants that it will impose the obligations of this article 14.6 upon its self-employed Consultants.

7. Non-solicitation

The Subcontractor shall not recruit or approach, directly or indirectly, any of Atos's employees, agents, subcontractors or their staff involved in the performance of the Services, irrespective of their status, in view of recruitment or cooperation under any form, directly or indirectly, for the duration of this Agreement and any Specific Agreement and for a period of twelve (12) months as of the termination or expiration of the last Contractual Document in force. If the Subcontractor fails to comply with this Article, then it shall automatically and legally be held to pay a lump sum compensation of EUR 50.000, being the amount estimated by the Parties as the reasonable damages resulting from a breach of this Article, without prejudice to the right of Atos to demonstrate that a higher amount of loss has been incurred and Atos' right to claim the excess amount.

8. Setoff

The Subcontractor shall not be entitled to claim any setoffs against Atos.

9. Severability

If any provision of this Agreement or any Specific Agreement is or becomes illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of any of its other provisions. Such illegal, invalid or unenforceable provision shall, to the extent permissible by law, be replaced in good faith by such a provision which reflects best the purpose and contents of the illegal, invalid or unenforceable provision.

10. Waiver

No failure on the part of a Party to exercise, and no delay in its exercise of, any right, power, privilege under this Agreement or any Specific Agreement shall operate as a waiver thereof. No single or partial exercise by a Party of any right, power or privilege thereunder shall preclude any other further exercise thereof or the exercise of any other right, power or privilege.

11. Entire agreement

1. This Agreement and any Specific Agreement represent the entire and sole agreement between the Parties regarding this subject matter, and supersede any prior oral or written agreements, proposals, commitments, understandings or communications with respect to this Agreement.
2. The Subcontractor waives all its own general and specific terms and conditions, even if these conditions prescribe that they shall be solely valid.

12. Amendments

This Agreement and any Specific Agreement can be amended only by a written agreement between the Parties.

ARTICLE 15 – APPLICABLE LAW AND JURISDICTION

- 1. This Agreement and any Specific Agreement shall be governed by Luxembourg’s law.
- 2. Any dispute in relation with this Agreement and any Specific Agreement shall first be escalated to the respective Chief Executive Officers of both Parties in an attempt to reach an amicable settlement. If no settlement is reached within sixty (60) days as from the invitation thereto by the most diligent Party, then the dispute shall be adjudicated by the Courts of Luxembourg.

Signed in Luxembourg in two (2) originals, whereby each Party declares to have received one original.

For and on behalf of Atos:

For and on behalf of Subcontractor:

[name]
[capacity]

[name]
[capacity]

Date:

Date:

For and on behalf of Atos:

[name]
[capacity]
Date:

Annex 1 Atos Business Partner's commitment to integrity



Atos-BusinessPartn
ersCommitmentToIn

Annex 2 Specific Agreement MODEL FORM

Order number	: [Project Number]
Agreement number	: [Agreement number]
1. Expert	: [Consultant Name]
2. Service	: T&M services for Atos Luxembourg PSF SA
3. ATOS	: ATOS Luxembourg PSF
4. Client of ATOS	: [Client of ATOS]
5. Description activities	: [Position Title]
6. Location of work	: [Location]
7. Start date	: [dd-mm-yyyy]
8. End date	: [dd-mm-yyyy]
9. Period of Notice	: For both Atos and Consultant t: 4 weeks.
10. Hours	: 40 estimated hours per week according to the need or desire of the End-Customer
11. Extension	: Option to extend
12. Rate	: € [RATE] excl. VAT per approved hour
13. Expenses/allowances	: N/A
14. Terms of payment	: 35 days.

Remarks (special Terms and Conditions):

- In addition to article 11 of the Subcontracting Agreement
The by a duly authorized End-Customer representative signed timesheet is leading to claim worked hours. However, Consultant acknowledges that timely registration in the time writing system of Atos, is necessary to ensure timely payment of invoices. The Consultant hereby agrees to follow all necessary guidelines to help making the time registration and payment process run smoothly. Consultant will receive the login details as well as a user manual once the user ID has been created by ATOS. Source will only process invoices if the hours have been approved in the ESS system of ATOS.

Invoice address: !! INVOICES ONLY BY E-MAIL!! Mention in the subject: Consultant name + Order #

Source Automation Luxembourg SA

F.a.o. Administration Department (**invoices@lu.source.eu**)

1, Côte d'Eich,

L-1450 Luxembourg

All other terms and conditions as agreed in the Subcontracting Agreement will remain unconditionally in force.

Agreed and signed in duplicate,

Date: _____
ATOS LUXEMBOURG PSF
 Atos Purchasing BTN

Date: _____
[SUPPLIER]