GENERAL TERMS AND CONDITIONS OF BENCHMARK TELECOM

1. Definitions

For the purposes of these General Terms and Conditions, the following terms shall have the meanings set forth below:

- **Benchmark Telecom**: Benchmark Telecom BV, with registered office at Léon Bekaertlaan 3, B-9880 Aalter, Belgium, and any of its affiliates or representatives.
- **Client**: Any natural or legal person, including but not limited to mobile network operators and festival or event organizers, who enters into an agreement with Benchmark Telecom for the provision of services or works.
- **Contractor**: Any natural or legal person engaged by Benchmark Telecom to perform works or provide services, including but not limited to subcontractors and suppliers.
- **Subcontractor**: Any party engaged by the Contractor to perform all or part of the works or services under the Agreement. The term "Subcontractor" also includes any further tiers of subcontractors, unless expressly stated otherwise.
- **Agreement**: The contract, including these General Terms and Conditions and any special conditions, entered into between Benchmark Telecom and the Client, Contractor, or Subcontractor for the execution of works or provision of services.
- **Works**: All activities, services, and deliverables to be performed or provided by the Contractor or Subcontractor under the Agreement, including but not limited to acquisition, radio planning, transmission, civil works, integration, event & emergency services, and any related activities as described in the Agreement or on Benchmark Telecom's website.
- **Site**: The location(s) where the Works are to be performed.
- **Party/Parties**: Benchmark Telecom, the Client, the Contractor, and/or the Subcontractor, as the context requires.
- **Personnel**: All employees, agents, representatives, and workers engaged by the Contractor or Subcontractor in the execution of the Works.

2. Scope and Activities

Benchmark Telecom specializes in providing tailor-made connectivity solutions for the telecom sector, including but not limited to: acquisition, radio planning, transmission, civil works, integration, and event & emergency services. Benchmark Telecom delivers these services to mobile network operators, festival and event organizers, and other professional clients, ensuring flawless network connectivity and infrastructure solutions.

3. Applicability

These General Terms and Conditions apply to all Agreements, offers, and services provided by Benchmark Telecom to its Clients and to all Agreements with Contractors and Subcontractors engaged by Benchmark Telecom for the execution of its projects.

4. Obligations of Contractors and Subcontractors – Obligation of Result

4.1. Contractors and Subcontractors engaged by Benchmark Telecom undertake a strict obligation of result. This means that the Contractor and Subcontractor guarantee the complete and proper execution of the Works or services as described in the relevant Agreement, in accordance with the highest industry standards, applicable laws, and the specific requirements of Benchmark Telecom and its Clients.

4.2. The Contractor and Subcontractor are solely responsible for the means, methods, and execution of the Works and shall ensure that all deliverables are free from defects and fully compliant with the specifications and expectations set by Benchmark Telecom and its Clients.

4.3. The Contractor remains fully liable for the actions and omissions of any Subcontractors or third parties engaged in the performance of the Works, and must ensure that all such parties are bound by the same obligations as set out herein.

5. Acceptance and Payment
5.1. Payment to Contractors and Subcontractors will only be made after the successful completion and formal acceptance of the Works or services, both by Benchmark Telecom and by Benchmark Telecom's Client (the principal). Acceptance is only deemed to have occurred when Benchmark Telecom and its Client have confirmed in writing that the Works or services have been delivered in full compliance with all contractual requirements.
5.2. Any payments made prior to final acceptance are considered advance payments and do not constitute acceptance of the Works. Benchmark Telecom reserves the right to withhold payment until all defects or shortcomings have been remedied to the satisfaction of both Benchmark Telecom and its Client.
5.3. If the Client of Benchmark Telecom withholds acceptance or payment due to deficiencies attributable to the Contractor or Subcontractor, Benchmark Telecom is entitled to suspend or withhold payment to the Contractor or Subcontractor until such deficiencies are resolved and acceptance is granted by the Client.
5.4. Invoices issued by Benchmark Telecom to its Clients are payable within thirty (30) calendar days from the invoice date, unless otherwise agreed in writing. Late payments shall automatically and without notice incur interest at the statutory rate, as well as a fixed compensation for collection costs, as provided by applicable law.
5.5. All payments made by Benchmark Telecom to Contractors or Subcontractors are considered advances until final acceptance of the Works or services. Payment does not constitute acceptance.

6. Set-off and Suspension
6.1. Benchmark Telecom is entitled to set off any amounts owed to the Contractor or Subcontractor against any claims it may have against the Contractor or Subcontractor, including claims arising from other projects or Agreements.
6.2. Contractors and Subcontractors are not entitled to suspend or delay their Works or services due to (partial or temporary) non-payment of invoices, nor to invoke any right of retention or set-off, except with the express written consent of Benchmark Telecom.

7. Intellectual Property
7.1. All intellectual and industrial property rights relating to materials, analyses, calculations, designs, drawings, models, reports, offers, and other documentation developed or made available in the context of the Agreement shall vest in Benchmark Telecom.
7.2. The Contractor and Subcontractor hereby assign all such rights to Benchmark Telecom. Where the Contractor or Subcontractor remains the owner of such rights, they grant Benchmark Telecom a perpetual, worldwide, irrevocable, non-exclusive, transferable, royalty-free license, with the right to grant sublicenses, to use and exploit such materials in any manner and form.
7.3. The Contractor and Subcontractor shall indemnify Benchmark Telecom against any claims by third parties regarding (alleged) infringements of intellectual or industrial property rights, trademarks, licenses, or other rights. The Contractor and Subcontractor shall, at their own expense, replace or modify any materials or methods that are found to infringe such rights, and shall be liable for all damages suffered by Benchmark Telecom as a result of such infringement.

8. Limitation of Liability
8.1. Benchmark Telecom's liability towards Clients, Contractors, and Subcontractors is limited to direct damages resulting from gross negligence or willful misconduct. Benchmark Telecom shall not be liable for indirect or consequential damages, including but not limited to loss of profit, loss of business, or reputational damage.
8.2. In any event, Benchmark Telecom's total liability under any Agreement shall not exceed the total amount paid by the Client or to the Contractor or Subcontractor under the relevant Agreement, except in cases of proven fraud or deliberate intent.

9. Confidentiality
9.1. All Parties undertake to keep confidential all information relating to the Agreement, the Parties, and their business, except where disclosure is required by law or with the prior written consent of the other Party.

10. Data Protection
10.1. Benchmark Telecom, Contractors, and Subcontractors shall comply with all applicable data protection laws and regulations regarding the processing of personal data in the context of the Agreement.

11. Use of Foreign Labor – Compliance and Indemnification
11.1. The Contractor and any Subcontractors engaged by the Contractor undertake to fully comply with all applicable Belgian and European laws and regulations concerning the employment of foreign workers, including but not limited to labor, wage, and employment conditions, as well as all formalities regarding work permits, labor cards, and obligations relating to access and residence in the country where the Works are performed.
11.2. The Contractor shall, at least two (2) working days prior to the commencement of the Works (and each time before the expiry of any relevant document), provide Benchmark Telecom with copies of all relevant documents for all persons involved in the chain, including but not limited to: (i) all posting forms (e.g., A1, L1); (ii) all receipts (L1); (iii) all passports or identity cards; (iv) labor cards; and (v) work permits. The Contractor or its representative shall keep copies of individual accounts and pay slips of the employees posted to Belgium available for inspection by the authorities.
11.3. The Contractor explicitly declares not to employ any personnel illegally residing in Belgium, nor to engage any Subcontractors who employ persons illegally residing in Belgium.
11.4. The Contractor shall appoint a liaison person ("Verbindingspersoon") for posted workers in Belgium and communicate the contact details of this person to Benchmark Telecom and the competent Belgian authorities prior to the commencement of the Works. Any change in this information must be immediately communicated to Benchmark Telecom.
11.5. The Contractor shall indemnify and hold harmless Benchmark Telecom from and against any and all claims, prosecutions, fines, penalties, damages, losses, costs, or expenses (including but not limited to legal and administrative costs) arising out of or in connection with any failure by the Contractor or its Subcontractors to comply with the applicable laws and regulations regarding the employment of foreign workers, including but not limited to the absence of valid Limosa, Dimona, or posting forms (e.g., A1), or any other required documentation.
11.6. In the event that Benchmark Telecom is held liable, prosecuted, or sanctioned by any authority as a result of non-compliance by the Contractor or its Subcontractors, Benchmark Telecom shall have the right to recover from the Contractor all amounts paid or payable, including but not limited to fines, penalties, damages, and legal costs. Benchmark Telecom may, at its sole discretion, withhold or set off such amounts from any sums due to the Contractor under any Agreement (see also Article 6).
11.7. In addition, for each breach relating to the employment of foreign workers (including but not limited to the absence of valid Limosa, Dimona, or posting forms), a fixed penalty of €5,000 per infringement shall be due by the Contractor to Benchmark Telecom, without prejudice to Benchmark Telecom's right to claim full compensation for all actual damages suffered.
11.8. Benchmark Telecom reserves the right to immediately deny access to the Site to any person who does not comply with the obligations set out in this clause, and to suspend or terminate the Agreement at the Contractor's expense in the event of non-compliance.

12. Severability
12.1. If any provision of these General Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall replace the invalid or unenforceable provision with a valid provision that most closely reflects the Parties' original intent.

13. Entire Agreement
13.1. These General Terms and Conditions constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings, and negotiations, whether written or oral.

14. Governing Law and Jurisdiction
14.1. All Agreements with Benchmark Telecom are governed by Belgian law.
14.2. Any disputes arising from or relating to these General Terms and Conditions or any Agreement to which they apply shall be subject to the exclusive jurisdiction of the courts of Ghent, division

Ghent, Belgium, being the place of Benchmark Telecom's registered office.
14.3. In the event that Benchmark Telecom is summoned before another court by a third party, the counterparty shall accept the jurisdiction of that court if called in as a third party or for indemnification purposes.