**SERVICES AGREEMENT**

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| **BETWEEN:** | **(1)** | **R.o.R. BV with trade name BoldLAW**, having its registered office at Veeartsenstraat 54 rue des Véterinaires, 1070 Brussels (Belgium) and registered with the Crossroads Bank for Enterprises under number (RPM Brussels, 568.696.251), represented by Mrs. Marijke Roelants, Director, with email address: Marijke.Roelants@boldlaw.eu;  Hereafter: “**BoldLAW**”; |
| **AND** | **(2)** | **EUGIN AISBL**, registered with the Crossroads Bank for Enterprises under number (RPR Antwerp) 462.279.828 and for the purposes of this Agreement choosing its office at Veeweidestraat 9, 3300 Tienen (Belgium), represented by Mr. Tom Willems, Secretary, with email address: secretary@eugin.info;  Hereafter: “**EUGIN**”; |
|  | BoldLAW and EUGIN are jointly referred to as the “**Parties**” and each individually as a “**Party**”. | |

**WHEREAS:**

1. BoldLAW is a law firm that provides legal services to EUGIN pursuant to the letter of engagement signed by EUGIN on 22 May 2021.
2. EUGIN wishes to call upon other services of BoldLAW in addition to the legal services BoldLAW offers.
3. This agreement sets out the terms and conditions for the provision of those additional services (the “**Agreement**”).

**NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

1. SERVICES
   1. In the framework of this Agreement, BoldLAW shall provide the following services to EUGIN (the “**Services**”):

* The provision of an address for the purposes to serve as the official address of the registered office of EUGIN. The address is Veeartsenstraat 54 rue des Véterinaires, 1070 Brussels (Belgium).
* The reception of letters at the aforementioned address.
* The scanning of the received letters and the sending of the scans as soon as practically possible to the Secretary of EUGIN by email ([secretary@eugin.info](mailto:secretary@eugin.info)).
* The provision of a services agreement governed by Belgian law.
  1. The above list of services is limitative.

1. **FINANCIAL TERMS**
   1. **Fee**

In consideration of the Services, EUGIN shall pay to BoldLAW a fixed monthly fee of EUR 150 (excluding VAT) (the “**Fee**”).

* 1. **Payment**
     1. The Fee is paid by EUGIN on a bi-yearly basis. In the beginning of each six month period an invoice in the amount of EUR 900 (excluding VAT) will be issued for the six month period.
     2. The Fee is due within seven (7) calendar days following the issuance of the invoice and is payable by wire transfer into the bank account in the name of BoldLAW designated on such invoice.
     3. Upon termination of the Agreement, the fees paid for the months that have not started yet on the termination date, shall be reimbursed by BoldLAW to EUGIN.
  2. **Costs and expenses** 
     1. Any costs and expenses incurred by BoldLAW in the context of the performance of this Agreement shall be reimbursed by EUGIN upon presentation of receipts. For instance, stamps for the sending of received letters by regular mail, costs for registered mail or courier, the cost for an inox name plate with the name of EUGIN to be placed on the facade of the building and corresponding to the standing of the building.
     2. For the avoidance of doubt, it is confirmed that no cost and expenses will be charged for the Services referred to in Article 1.

1. **POWER OF ATTORNEY**

EUGIN will grant a power of attorney to BoldLAW in order for BoldLAW to receive registered letters and other official communications on EUGIN’s behalf in the framework of this Agreement.

1. **CONFIDENTIALITY**
   1. Each Party undertakes not to disclose, without the prior consent of the other Party, information of a confidential nature on the activities, management, finances or situation of the other Party as well as the findings arising from this Agreement (hereinafter referred to together as the "**Information**") and to use them only as part of the performance of this Agreement.
   2. However, the following Information shall not be considered as confidential under this Agreement:

* Information that is public;
* the Information legally obtained from a third party who is bound by no confidentiality undertaking;
* the Information that has fallen into the public domain, without this being the result of negligence of the other Party.
  1. The Parties agree to keep secret and confidential and not to use, disclose or divulge to any third party the existence of Agreement, except (i) if necessary or useful to perform the Agreement, (ii) if a Party is required to disclose to comply with applicable laws, or to comply with governmental regulations, provided that the disclosing Party gives prior written notice of such disclosure to the other Party or (iii) if necessary to support a claim or defence in litigation between the Parties under this Agreement.

1. **LIABILITY**

EUGIN shall indemnify BoldLAW from and against any and all losses, claims, damages, and liabilities, joint or several, to which BoldLAW may become subject under any applicable law, or otherwise in any way, a claim resulting from, related to, or arising out any transaction or service contemplated by this Agreement.

1. **DURATION AND TERMINATION**
   1. The Agreement is concluded for an undetermined period, starting on the (1st of July) 2021.
   2. Each Party can terminate the Agreement at any time with a notice period of one (1) month by giving a notice to that effect by email to the other Party. Following such notice, the Agreement will terminate at the end of the month following the month in which the notice was given.
   3. In the event of a breach of a term of the Agreement by either Party, the other Party shall put the defaulting Party on written notice by email. If the defaulting Party fails to terminate and/or remedy the breach within fifteen (15) calendar days after sending of the notice of default, the other Party can terminate the Agreement with immediate effect, without giving an advance notice and without any indemnity being due. If the breach can, because of its nature, not be remedied or if the breach undermines or precludes the further cooperation between the Parties, the Agreement can be terminated immediately and without an advance notice or indemnity.

* 1. The Agreement may, with immediate effect, without a notice period or a termination indemnity being due, be terminated by either Party in the event of (i) an application for an insolvency procedure or bankruptcy of the other Party or (ii) liquidation or cessation of activities of the other Party.
  2. The Agreement may, with immediate effect, without a notice period or a termination indemnity being due, be terminated by BoldLAW in the event of a change of control of EUGIN, a change in its ownership, its legal structure, its activities, its management, its financial situation or the change of the Secretary (currently Mr. Tom Willems).
  3. Upon termination of the Agreement, EUGIN shall arrange for the registered office of EUGIN to be transferred to another location taking effect at the end of the notice period or, if the notice period does not apply, as soon as possible and no later than one (1) month after the termination of the Agreement.

1. Miscellaneous
   1. **Notifications and communications**

Any notification or other communication required by virtue of this Agreement shall be validly made by email sent to BoldLAW or to EUGIN at the respective addresses indicated above in the Agreement.

* 1. **Amendments**

Any modification of this Agreement shall only bind the Parties to the extent that this modification has been made in writing and has been explicitly agreed by each of the Parties, except if stated otherwise in this Agreement.

* 1. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

* 1. **Electronic signature**

The signature of a Party through a scan or digitization of the original signature (e.g., via a scan in PDF format) or an electronic signature (e.g., via Adobe Sign), counts as an original signature with the same validity, enforceability, and admissibility as a handwritten signature.

* 1. **Applicable Law**

This Agreement, its validity, its interpretation and its performance shall be governed by Belgian law.

* 1. **Jurisdiction**

The Courts of Brussels, Dutch Section, shall have exclusive jurisdiction over all disputes arising from or in connection with this Agreement.

Signed at Brussels, on \_\_\_ June 2021 in two (2) original copies, each Party acknowledging having received its original.

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| **BoldLAW BV** |  | **EUGIN IVZW** |
| Name: Mrs. Marijke Roelants Title: Director |  | Name: Mr. Tom Willems  Title: Secretary |
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