

# Client-Agency *Contract*

↳ Basic agreement for all communication projects.



*This contract, developed by UBA and ACC in collaboration with AdaStone, sets out the terms and conditions of the collaboration between the Client and the Agency. It details the mutual commitments, the execution modalities of the missions, as well as aspects related to intellectual property rights, confidentiality obligations, and the use of artificial intelligence, making it a suitable basis for all communication disciplines. This document formalizes a clear legal framework to ensure effective cooperation that respects the interests of each party.*

This contract provides brands with a tool to establish a trusted and strong collaboration with their agencies. It takes into account the evolving role of technology, particularly Artificial Intelligence, defining its uses, transparency requirements, and responsibilities. This contract aligns with UBA's mission to offer its members up-to-date resources to support them effectively in building their brands in a complex marketing environment.

↳ *Mira De Maeyer*  
UBA President

There is a wise saying: 'Good fences make good neighbors'; and the same goes for good contracts. A well-balanced contract that takes into account all potential issues and hiccups helps to nurture the partnership between brands and agencies. Since every brand/agency relationship is different, the contract provides a lot of options for both parties to decide upon. That makes it a suitable basis for all communication disciplines and for all kinds of brand/agency relationships.

↳ *Johan Vandepoel*  
CEO ACC

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# Service agreement

## Between ▾

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

Hereinafter referred to as "Contractor"

## And ▾

The Principal :   
With registered office situated at :   
Registered in the Crossroads Bank for Enterprises with company number : Represented by :   
Hereinafter referred to as "**Client**"

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

## Introduction ▾

Contractor is a  (Options: event agency, communications agency, PR agency, ...).

Client is a company operating in  (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.

### ↳ *Key information:*

Detailed description of the Territory within which this Agreement is applicable, preferably by listing clearly defined geographical areas, such as: countries, regions, municipalities, etc. Please avoid entries such as: “Western Europe”, “EMEA” or “Scandinavia”. Specify what is envisaged in the field of digital/cross-border media.

## 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.

#### ↳ *Key information:*

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.

### 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.

#### ↳ *Key information:*

For the duration of the Agreement, the Parties will agree on the applicable fee schedule prior to the start of each assignment, promoting mutual understanding of costs.

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.

#### ↳ *Key information:*

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.

### 8.2. 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.

##### ↳ *Key information:*

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.

## 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.

#### ↳ *Key information:*

The Parties designate authorized Representatives to ensure effective management of the Assignment and notify the other Party of any changes.

### 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.

#### ↳ *Key information:*

The Contractor processes personal data on behalf of the Client in accordance with applicable legal provisions, ensuring compliance with data protection laws.

## 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.

### ↳ *Key information:*

The Parties undertake not to disseminate any confidential information relating to each other's activities without prior written consent, maintaining trust and confidentiality.

### 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 [REDACTED].

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

For the Client

For the Contractor

### ↳ *How to use this document:*

An editable version of this contract is made available on the UBA and ACC websites. The annexes of the contract were also added there.



Taking brands further

## 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.

↳ [ubabelgium.be](http://ubabelgium.be)



## ACC Belgium ↘

The purpose of the 'Association of Communication Companies' is to unite all communication Agencies in their individual interests and their collective ambitions. Our mission is to upgrade, promote and defend the added value of our 200+ members towards (future) employees, clients, authorities, press and public.

↳ [acc.be](http://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.

↳ [adastone.be](http://adastone.be)



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