

GENERAL CONDITIONS OF USE OF THE TECHNOLOGY NETWORK

WHEREAS:

- A. The World Customs Organization¹ (hereinafter the “**WCO**”) is administering, maintaining and developing a data base compiling a set of information provided by specialist companies relating to their Advanced Technology Products/Services (hereinafter the “**Service Providers**”) and intended to serve as an online information tool to national Customs and the general public throughout the world (hereinafter the Technology Network or, in its abbreviated form, “**TeN**”).
- B. To this end, the WCO is proposing that Service Providers take out a subscription free of charge for access to the TeN allowing them to integrate information on their company, their Advanced Technology Products/Services and any event related thereto, subject to strict compliance with these conditions of use (hereinafter the “**Conditions of Use**”) and the specific conditions set out in the Purchase Order signed by them on the WCO Sales Site (hereinafter the “**Purchase Order**”), together forming the “**Contract**”.
- C. The WCO also allows, free of charge, the use of the TeN by Customs in its Members and by the general public (hereinafter the “**User(s)**”).
- D. In general, the WCO confines itself exclusively to (i) administering, maintaining and developing the TeN, and (ii) allowing access to the TeN by the Service Providers and Users who request such access and subscribe to the conditions laid down for its use, without in any way developing, approving or promoting any such Advanced Technology Product/Service itself.

¹

Established in 1952 as the Customs Co-operation Council.

THE WCO AND THE SERVICE PROVIDER, hereinafter also referred to individually as a “Party” and collectively as the “Parties”, HAVE AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.1 “Advanced Technology Product(s)/Service(s)”

Any product, equipment, service or solution which may be used by Customs in the performance of their border missions.

1.2 “Service Provider Data”

Digital information (text, image, videos, etc.) on the Service Provider, its Advanced Technology Products/Services and any event related thereto.

1.3 “Operator”

1.3.1 Specialized technical operator (as identified in **Annex 1**) to whom the WCO has entrusted the execution of services for TeN Service Providers and/or Users.

1.3.2 The WCO reserves the right to replace the Operator at any time and at its sole discretion. The WCO undertakes to inform the Service Provider of this change, as well as to provide it with the particulars of the new Operator.

1.4 “Purchase Order”

Specific conditions of the Contract consisting of an online form completed and accepted by the (future) Service Provider and constituting the formal application to access the TeN, providing in particular (i) the full details of the Service Provider and of the person(s) duly authorized to represent it and (ii) any special arrangement governing the Contract, where applicable.

ARTICLE 2 – PURPOSE

2.1 Under the terms of the Contract, the WCO grants the Service Provider an access allowing it to integrate its Service Provider Data in the TeN.

2.2 The Parties expressly agree that under no circumstances may the Service Provider assert any exclusivity whatsoever with regard to the WCO as to the subject of these Conditions of Use and, in the same way, that it shall refrain expressly from asserting or inferring towards third parties that it has such exclusivity, be it in any way, either implicitly or explicitly.

ARTICLE 3 - DURATION

3.1 The Contract shall be concluded for a fixed term of two (2) years from the date of the Service Provider opening the account (hereinafter “**Initial Term**”) and will be tacitly extended for successive periods of one (1) year (hereinafter “**Extension Period(s)**”) unless one of the Parties to the Contract notifies the other that they do not wish the Contract to be extended, by registered mail (with acknowledgement of receipt) not later than three (3) months before expiry of the Initial Term or of each Extension Period. In this case, provided that the above formalities and period of notice have been complied with, no indemnity shall be due from either Party solely because the Contract ends.

3.2 The Contract may also be terminated by written notification from one Party sent to the other Party by registered letter (with acknowledgement of receipt) under the circumstances and the conditions expressly set out in Articles 12 and 13 of these Conditions of Use.

ARTICLE 4 – CONDITIONS OF USE

4.1 Authorized use

The Service Provider undertakes to use the TeN solely to promote its own Advanced Technology Products/Services, as strictly and exhaustively defined in these Conditions of Use.

4.2 Unauthorized use

4.2.1 Under no circumstances may the Service Provider supply data on (i) products/services which do not constitute Advanced Technology Product(s)/Service(s), as defined in Article 1.1 or (ii) third-party Advanced Technology Product(s)/Service(s).

4.2.2 Under all circumstances, the Service Provider shall refrain from using the TeN in any illegal, defamatory or obscene activity or any activity which, in any manner whatsoever, would undermine the reputation or the credibility of the WCO, or of any other third party, including the products or services of the WCO or which, generally speaking, would infringe the rights of the WCO or of any other person or entity whatsoever. The Service Provider undertakes therefore *in particular* to comply with the applicable legislation and regulations (including all rules relating to the prohibition of unfair or parasitic competition, etc.), third-party intellectual property rights, image rights and the private life of any person and any rule applicable as regards the protection of personal data.

4.3 Non-approval and guarantee

The Service Provider expressly acknowledges that the granting of access to the TeN (i) shall not constitute under any circumstances an endorsement, approval, labelling or certification whatsoever by the WCO with regard to the Advanced Technology Product(s)/Service(s) of the Service Provider, (ii) shall not signify under any circumstances, nor may give the slightest appearance that, the Advanced Technology Product(s)/Service(s) of the Service Provider belong to the WCO or have been developed in any manner by the WCO or with its collaboration and (iii) shall under no circumstances signify that the WCO is providing any kind of guarantee as to the Advanced Technology Product(s)/Service(s) of the Service Provider, in particular as regards their content and/or their form, their use and their functioning, their compliance, their efficiency, their availability, any aspect of security and/or of confidentiality or compliance with any applicable legislation and any rights belonging to third parties.

ARTICLE 5 – SERVICE PROVIDER DATA

5.1 Service Provider Data access and integration procedure

5.1.1 The Service Provider shall integrate its Service Provider Data in the TeN in accordance with the procedure set out in the User Manual provided to the Service Provider.

5.1.2 The Service Provider shall be responsible for the security and confidentiality of login details (user names, passwords, etc.) allowing access to the TeN. The Service Provider shall have sole responsibility for the management of these access rights and the use made of them and only the Service Provider shall be held liable in the event of fraudulent use of those access rights.

5.1.3 It is recommended that the Service Provider, on concluding this User Licence, introduce a certificate authentication system so that no action may be carried out in the TeN without proper authentication. The Service Provider shall assume sole and full liability for any damage caused to any person in the event of failure to introduce an authentication system, or introduction of an inadequate authentication system, and the Service Provider specifically guarantees the WCO against any direct or indirect damage suffered by it as a result.

5.2 Control of Service Provider Data and its dissemination

- 5.2.1 The Service Provider shall have permanent access allowing it to enter and correct its Service Provider Data at any time. The entry of Service Provider Data into the TeN and its subsequent amendment shall be performed under the exclusive control of the Service Provider and under its sole and unique responsibility.
- 5.2.2 The Service Provider shall have sole responsibility for the content of the Service Provider Data and for its accuracy and relevance. The Service Provider shall do its utmost to provide only good quality and up-to-date Service Provider Data providing meaningful information to national Customs and the general public.

5.3 Role and responsibility of the WCO relating to Service Provider Data

- 5.3.1 The WCO shall carry out no prior verification or control on the content or form of the Service Provider Data.
- 5.3.2 If, however, the WCO is made aware of (i) incorrect or obsolete Service Provider Data hosted in the TeN or (ii) the fact that the data violates the rights of third Parties, is illegal, or that its dissemination constitutes an unauthorized use within the meaning of Article 4 of these Conditions of Use, the WCO shall inform the Service Provider thereof and request an amendment of the identification data in question. In the absence of a reaction within five (5) calendar days or in the event of a refusal by the Service Provider to correct the data, the WCO reserves the right to decide arbitrarily to suspend the dissemination of the Service Provider Data in question immediately and without indemnity.
- 5.3.3 The Service Provider grants a licence to the WCO on its Service Provider Data to reproduce and disseminate it to the extent necessary to the operation of the TeN. The Service Provider Data transmitted by the Service Provider shall not be communicated to third parties by the WCO outside this framework.
- 5.3.4 Provided that the WCO is complying with the terms of the Contract, it may not in any event be held liable to the Service Provider or to third Parties for any damage whatsoever which might be caused by the dissemination or use of the Service Provider Data.

5.4 Use of the Service Provider Data by national Customs and the general public

- 5.4.1 The WCO shall provide free access to the TeN to national Customs and to the general public. The WCO shall not intervene in the implementation of Customs procedures or in their conduct and more generally, shall not have any influence on the manner in which national Customs and/or the general public use or do not use the TeN, including the possibility of using or not using the Service Provider Data collected in this way. The Parties agree that the WCO shall not assume any liability in this respect.
- 5.4.2 Furthermore, the WCO does not provide any guarantee as to the impact of using the TeN in general.

ARTICLE 6 – SUPPORT

During its office opening hours on the days on which it is open, the WCO shall make available to Service Providers a support service in the form of an online F.A.Q. and standby staff available by telephone or e-mail.

ARTICLE 7 – SERVICES PROVIDED BY THE OPERATOR

The Operator shall be in charge, under the responsibility of the WCO, of hosting the TeN.

ARTICLE 8 – FINANCIAL CONDITIONS

- 8.1 The WCO shall allow the Service Provider to use the TeN free of charge.
- 8.2 The Service Provider remains responsible for all costs, fees and investments it incurs directly or indirectly in using the TeN.

ARTICLE 9 – GUARANTEES AND LIMITATION OF LIABILITY

- 9.1 The WCO undertakes to make all reasonable efforts to ensure the availability of the TeN. However, the WCO declines all responsibility in the event of unavailability, suspension or termination of any service provided under the Contract: (i) resulting from maintenance operations which may temporarily disrupt the operation of the TeN, (ii) caused by factors outside the WCO's reasonable control, including any Force Majeure or internet malfunctions; (iii) resulting from any actions or inactions of Service Providers or any third party; and/or (iv) resulting from Service Providers' equipment, software and/or any other technology and/or third-party equipment, software or other technology (other than third-party equipment within the WCO's direct control).
- 9.2 The Service Provider remains solely and uniquely responsible for implementing its Advanced Technology Products/Services and the WCO declines all responsibility for any action whatsoever for damages or compensation launched by any third party in this regard. The Service Provider undertakes to compensate and to clear the WCO and its agents, officials and employees of any damages, costs and expenses (including any legal and advisory expenses) which one or the other Party may have to pay following any action or complaint by a third party relating to or resulting directly from (i) the Service Provider's Advanced Technology Products/Services, (ii) the infringement of any undertaking or guarantee given by the Service Provider under the Contract, (iii) any negligence or fault of the Service Provider, (iv) guarantees or declarations of the Service Provider not specifically authorized by the WCO under the Contract, (v) complaints or actions by any subcontractor, assignee, representative, agent or employee of the Service Provider, (vi) the infringement of any applicable law or regulation or (vii) any other intentional act or omission of the Service Provider or of its agents, employees, representatives, transferees and subcontractors within the framework of implementation of the Contract.

ARTICLE 10 - INTELLECTUAL PROPERTY

- 10.1 The Service Provider acknowledges and declares that the WCO is, worldwide and for the full term of the intellectual property rights, the exclusive owner of all intellectual property rights (including, without this list being exhaustive, the right to use, modify, adapt, publish, market or distribute) on the TeN and, by extension, on any updates (technical and/or graphics and/or content updates) or subsequent development, it being understood that the Service Provider reserves all rights on Service Provider's Data.
- 10.2 The Service Provider shall expressly refrain from using the logo, the name and/or any distinctive sign of the WCO, regardless of the media or the use, without obtaining the prior written authorization of the WCO issued on a case-by-case basis.

ARTICLE 11 – TRANSFER

The Contract shall be concluded *intuitu personae*. It may not be assigned or transferred in whole or in part, directly or indirectly, to a third party without the prior written agreement of the WCO, including by way of merger, split, assignment of business assets, spin-off or dissolution without liquidation.

ARTICLE 12 – TERMINATION FOR CAUSE

Each Party shall be authorized to terminate the Contract if a case of *force majeure* affects the other Party and prevents significantly its execution of the Contract for a period longer than one (1) month without the Parties being able to find a solution.

ARTICLE 13 – FOREFEITING AGREEMENT

- 13.1 If it finds a serious violation by the Service Provider of its obligations or undertakings under the Contract, the WCO shall notify the Service Provider of this breach requesting that it report within fifteen (15) calendar days of receipt of the above notification on the corrective and/or remedial measures it will be taking within a reasonable time period and the measures which it intends to implement to ensure that such a breach is not repeated in future. Serious violations shall be considered to include in particular non-compliance with the conditions of use listed in Article 4 of these Conditions of Use.
- 13.2 If a satisfactory reply is not received within the period referred to in Article 13.1 or the WCO finds that the corrective and/or remedial measures referred to in Article 13.1 are not complied with by the Service Provider, the WCO shall be authorized to terminate the Contract, immediately and without indemnity, by notifying the Service Provider.

ARTICLE 14 – CONSEQUENCES OF TERMINATION OF THE CONTRACT

- 14.1 In the event of termination of the Contract, for whatever reason, access by the Service Provider to the TeN will automatically and immediately be terminated, without notice or indemnity and the Service Provider Data destroyed.
- 14.2 The termination or end of the Contract shall not release the Parties from performing the obligations which, by virtue of their duration or nature, survive at the end of the Contract.

ARTICLE 15 - FORCE MAJEURE

- 15.1 Within the framework of the Contract, "**Force Majeure**" shall mean any unforeseeable, unavoidable event external to the Parties which arises after the date of signature of the Contract and which prevents the execution of the Contract, in whole or in part, by either Party.
- 15.2 The Party which has been prevented from performing its obligations shall inform the other Party thereof immediately, by registered letter or by any other suitable means allowing proof of posting to be retained, setting out the reasons preventing it from performing its obligations under the Contract.
- 15.3 In the event of a case of *Force Majeure*, the Parties shall immediately consult one another with a view to finding a solution and shall use all reasonable efforts to minimize its consequences.

ARTICLE 16 – ENTIRETY OF THE CONTRACT AND AMENDMENTS

- 16.1 The Contract shall constitute the entirety of the agreement entered into between the Parties.
- 16.2 Any editing changes, amendments or deletions relating to the Contract shall be the subject of a written codicil signed by each of the Parties.

ARTICLE 17 - WAIVER

If one or other Party (i) does not insist upon its rights where the other Party has failed to honour one of the obligations set forth in the Contract, or (ii) does not exercise or invoke any rights or remedy provided under the Contract, this shall not be interpreted in future as renouncing the right to require compliance with the obligation infringed against or to exercise the right in question.

ARTICLE 18 – FAIR CONDUCT AND GOOD FAITH

The Parties undertake always to behave towards each other as partners with fairness and in good faith and, in particular, to inform each other of any difficulties they may encounter in the framework of the execution of the Contract.

ARTICLE 19 – PARTIAL INVALIDITY

If any stipulation in the Contract is null under a rule of law currently in force or a final judicial ruling, it shall be deemed not to form part of the Contract, but the force and scope of the remaining stipulations shall not be affected in any way whatsoever.

ARTICLE 20 – CONTACT PERSON AND NOTIFICATIONS

- 20.1 Any notification relating to the Contract shall be communicated in writing.
- 20.2 Notifications addressed to the Service Provider may be sent to the address mentioned in the Purchase Order.
- 20.3 Notifications addressed to the WCO may be sent to the following address:

World Customs Organization
Legal Service
Rue du Marché 30, 1210 Brussels, Belgium
E-mail: legal@wcoomd.org

ARTICLE 21 - PRIVILEGES AND IMMUNITIES

Nothing in the Contract may be construed as any waiver by the WCO of its privileges and immunities or of those of its officials.

ARTICLE 22 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 22.1 The Parties expressly agree that their rights and obligations shall be governed by the standards laid down by the WCO and, failing that, by Belgian law.
- 22.2 Given the WCO's capacity as an international organization and in particular its jurisdictional privileges, any dispute between the WCO and the Service Provider concerning the Contract shall be settled in accordance with the procedure laid down in Part I of Customs Co-operation Council Decision CCCXXXI as follows:

“DECISION OF THE COUNCIL No. 331

117th/118th Sessions - June 2011

Settlement of disputes

HAVING REGARD to Article IX, Section 24, of the Annex to the Convention establishing a Customs Co-operation Council,

THE COUNCIL DECIDES :

- (i) to rescind Council Decision No. XXXIII of November 1954; and
- (ii) to adopt the following modes of settlement of disputes arising out of contracts or other disputes of a private character to which the Council is a party and of disputes involving any official of the Council who, by reason of his/her official position enjoys immunity, if immunity has not been waived in accordance with the provisions of Sections 19 and 21 of the Annex to the Convention establishing a Customs Co-operation Council.

*1. Mode of settlement of disputes between
the Customs Co-operation Council and third persons
(other than its officials), arising out of contracts*

All contracts or agreements, in any form, entered into by the Customs Co-operation Council (the "**Council**") shall contain an arbitration clause by which the Council and the other Party (or Parties) to the contract undertake to refer to a tribunal of arbitrators, which shall reach its decision by application of law and without appeal, any disputes involving the Council regarding the interpretation or fulfilment of the contract they have entered into.

Unless otherwise specified, in any contract or agreement entered into by on the one hand, the Council, and on the other hand, one or more States and/or one or more international organizations, the said arbitration clause shall be worded as follows :

1° Settlement of disputes by arbitration

Any claim or dispute regarding the interpretation or fulfilment of this contract shall be settled by a tribunal of three arbitrators (the "**Arbitral Tribunal**"), who shall render a majority decision, reached by application of law and without appeal.

2° Initiation of the arbitral proceedings

(i) Notice of damage

In order for its claim to be admissible, each Party to the contract shall, within a period of six (6) months from the date when it became aware of the damage sustained, or an absolute time limit of two (2) years beginning on the day after the day when the incident which caused the damage occurred (the action shall be time-barred as soon as one of these time limits has expired), give notice of the claim, by registered letter (with acknowledgment of receipt), to any other Party to the contract against which it wishes to file a claim (the "Notice of damage").

The Party initiating the Notice of damage shall be called "the Claimant", and the Party which receives the Notice of damage shall be called "the Respondent".

(ii) Mandatory conciliation

Beginning on the date when the Notice of damage is sent, there shall be a period of mandatory conciliation between the Parties lasting thirty (30) calendar days (the "conciliation period").

(iii) Notice of arbitration

In the event that the Parties have not been able to reach an amicable agreement by the end of the conciliation period, it shall be up to the Claimant(s) to notify the Respondent(s) of his/her/their desire to initiate arbitral proceedings by sending a registered letter (with acknowledgment of receipt) (the "**Notice of arbitration**") no later than ten (10) calendar days after the end of the conciliation period.

The Notice of arbitration shall, on pain of invalidity, include at least the following : (i) appointment of an arbitrator, (ii) reference to the arbitration clause invoked, (iii) reference to the agreement or relationship out of or in relation to which the dispute arises, (iv) the relief sought and, where appropriate, an estimate of the amount claimed.

Within twenty (20) calendar days following the sending of the Notice of arbitration, the Respondent(s) must select his/her/their own arbitrator and notify the Claimant(s) and the arbitrator already selected by the latter of his/her/their choice. At the same time, the Respondent(s) shall make any counter-claims.

If the Respondent(s) fail(s) to appoint an arbitrator within the time allowed, that arbitrator shall be appointed by the Secretary-General of the Permanent Court of Arbitration (PCA) within thirty (30) calendar days following a request by the Claimant.

Where there is more than one Claimant and/or more than one Respondent, the Claimants jointly shall appoint one arbitrator and the Respondents jointly shall appoint one arbitrator.

3° Composition of the Arbitral Tribunal

(i) Appointment

The two arbitrators appointed by the Claimant(s) and the Respondent(s) shall, by common agreement, select a third arbitrator who shall chair the Arbitral Tribunal de jure.

If the first two arbitrators fail to appoint the third arbitrator within fifteen (15) calendar days of notification of the appointment of the second arbitrator, the third arbitrator shall be nominated by the Secretary-General of the Permanent Court of Arbitration (PCA) within thirty (30) calendar days following a request by the first Party to take action or the arbitrators selected by the Parties.

The three arbitrators thus appointed shall constitute the Arbitral Tribunal.

(ii) Independence and impartiality of the arbitrators

Only persons who are independent of the Parties and of their legal counsel may serve as arbitrators.

Each arbitrator shall sign a declaration of independence in which he/she undertakes to abide by the rules of good conduct set out therein and sets out, in writing, any facts and circumstances that could lead any of the Parties to doubt his/her independence. The Parties shall have twenty (20) calendar days following receipt of each arbitrator's declaration of independence to make any comments.

Moreover, an arbitrator shall immediately disclose in writing to the Parties any facts or circumstances of a similar nature to those referred to in the preceding paragraph which may arise during the arbitration.

(iii) Challenge and replacement of arbitrators

a. Challenge

Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to his/her impartiality or independence.

A Party who intends to challenge an arbitrator shall send notice of his/her challenge within twenty (20) calendar days after the declaration of independence of the challenged arbitrator has been notified to the challenging Party or within twenty (20) calendar days after the circumstances referred to in paragraph (3) (ii) § 3 above became known to that Party.

The challenge shall be notified to the other Party, to the arbitrator who is challenged and to the other members of the Arbitral Tribunal. The notification shall be in writing and shall state the reasons for the challenge.

When an arbitrator has been challenged by one Party, the other Party may agree to the challenge; in that case the arbitrator shall be required to withdraw. The challenged arbitrator may also withdraw voluntarily. In neither case does this imply acceptance of the validity of the grounds for the challenge.

If the other Party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge shall be a matter for the Secretariat of the Permanent Court of Arbitration. The Court shall decide on the admissibility and on the merits of the challenge after it has afforded an opportunity for the arbitrator concerned, the other Parties and the other members of the Arbitral Tribunal to comment in writing within a specified period of time. Such comments shall be communicated to the Parties and to the arbitrators, who may respond to them within the time period specified by the Secretariat of the Permanent Court of Arbitration.

b. Replacement

In the event of an arbitrator's death, challenge, accepted withdrawal, resignation, or if there is a cause preventing him from fulfilling his duties, or upon request of all Parties, the arbitrator shall be replaced.

Any new arbitrator shall be nominated by the Secretariat of the Permanent Court of Arbitration within thirty (30) calendar days following a request by the first Party to take action or the remaining arbitrators.

4° Procedural rules

(i) Terms of Reference

The Arbitral Tribunal shall draw up its Terms of Reference, signed for acceptance by the Parties and the arbitrators, and including at least the following :

- (i) rules of procedure setting out the procedural rules expressly stipulated herein, and also setting out procedural formalities not expressly provided for under the terms of this Decision;*
- (ii) a summary of the facts and claims of each Party;*
- (iii) the arbitrators' signed declarations of independence.*

If the Arbitral Tribunal finds it necessary, during the proceedings, to take decisions regarding their organization (by means of "Procedural orders"), the Arbitral Tribunal shall take the decision it deems most appropriate with a view to the sound management of the proceedings, whilst ensuring that the Parties are treated equally and that each Party is given the opportunity of presenting his/her case. However, under no circumstances, except with the agreement of the Parties, shall there be any derogations from the rules expressly stipulated under the terms of this Decision.

(ii) Place of arbitration

The Arbitral Tribunal shall meet at the headquarters of the Customs Co-operation Council in Brussels (Belgium).

(iii) Law applicable

The Arbitral Tribunal shall decide the dispute or claim by application of the standards laid down by the WCO and, failing that, by Belgian law or, if appropriate, the law designated by application of the rules of private international law as applied in Belgium.

The Parties agree that under no circumstances shall the Arbitral Tribunal take its decision on the basis of equitable principles, assume the powers of an amiable compositeur or decide ex aequo et bono.

(iv) Language of the arbitration

The arbitration proceedings shall take place in one of the official languages of the WCO (English, French), as determined by the Parties.

(v) Witness statements and experts

If either Party so requests, at any appropriate stage of the proceedings the Arbitral Tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument.

(vi) Interim measures of protection

The Arbitral Tribunal may, at the request of either Party, take any interim measures it deems necessary to preserve the respective rights of either Party or in respect of the matter in dispute.

Such interim measures may be established in the form of an interim award. The Arbitral Tribunal shall be entitled to require security for the costs of such measures.

A request for interim measures addressed by either Party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

(vii) Settlement during proceedings

If, before the award is made, the Parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both Parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms.

(viii) Costs and expenses of arbitration

a. Advance(s)

An advance payment shall be made in respect of the costs of arbitration; it shall be estimated by the Arbitral Tribunal on the basis of the amount of the principal claims and of any counterclaims, according to the Scale of Arbitration Costs of the Belgian Centre for Arbitration and Mediation (CEPANI) in effect on the date of Notice of arbitration.

b. Attribution

The Arbitral Tribunal shall decide upon the final amount of the costs of arbitration in the framework of the final award, in the light of the services rendered and the costs incurred.

Unless the Parties agree otherwise, in principle the costs of arbitration shall be divided equally between the Parties. However, the Arbitral Tribunal may decide on a different apportionment of the costs if it determines that this is reasonable taking into account the circumstances of the case, provided however that it states the reasons for this decision.

Unless the Parties agree otherwise, each Party shall bear the costs it has incurred for legal representation and assistance. However, the Arbitral Tribunal, taking into account the circumstances of the case, shall be free to determine which Party shall bear such costs or may apportion them between the Parties if it determines that this is reasonable, provided however that it states the reasons for this decision.

(ix) Confidentiality

The Parties and the arbitrators undertake to ensure the confidentiality of the arbitral proceedings.

5° Arbitral Award

(i) Final award, stating the reasons on which it is based

No later than three (3) months after the closing of the proceedings, the Arbitral Tribunal, by majority decision, shall render its final award, stating the factual and legal grounds on which it is based, and communicate it to the Parties.

The Parties agree to accept the arbitral award rendered in accordance with the foregoing provisions as constituting final settlement of the claim or dispute.

The award may be made public, in whole or in part, only with the consent of both Parties unless the Arbitral Tribunal decides otherwise, stating the reasons for its decision, following a specific request made by a Party in the framework of the arbitral proceedings.

(ii) Interpretation of the award

Within twenty (20) calendar days after receipt of the final award or of the corrections made thereto in application of paragraph 5 (iii) below, either Party, with notice to the other Party, may request that the Arbitral Tribunal give an interpretation of the award.

The interpretation shall be given in writing within twenty (20) calendar days after receipt of the request. The interpretation shall form part of the award.

(iii) Correction of the award

Within twenty (20) calendar days after receipt of the final award or of the interpretation given thereof in application of paragraph 5 (ii) above, either Party, with notice to the other Party, may request the Arbitral Tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of a similar nature. The Arbitral Tribunal may, within twenty (20) calendar days after the communication of the award to the Parties, make such corrections on its own initiative.

6° Privileges and immunities

The Council declares that no provision contained in the present arbitration clause will be considered by it as a waiver, either explicit or implicit, of any privilege or immunity which it may enjoy in law or by virtue of its statute.”

* * *

ANNEXES

ANNEX 1 - IDENTIFICATION OF THE OPERATOR

PUBLICATIONS & SOLUTIONS SERVICE SA, a company incorporated and existing under Belgian laws having its registered headquarters at 6 rue Pasteur, 1300 Wavre, Belgium.