

Service Agreement

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The Parties:

This service agreement is concluded between:

- A. EIT Food IVZW, an international non-profit organization incorporated under the laws of Belgium, having its registered address at Philipssite 5, Ubicenter A bus 34, 3001 Leuven, Belgium, registered at the Crossroads bank for Enterprises with number 0672.423.992, Register of Legal Entities Leuven, hereby represented by its authorized representative Benoit Buntinx, in his capacity of Director Business Creation, hereinafter referred to as 'EIT Food';

And

- B. **COMPANY NAME**, a corporation incorporated under the laws of **(Country)**, having its registered address at **(Address)**, registered with the company registration number **(VAT number)**, hereby represented by its authorized representative **(Contact Name)**, in **his/her** capacity of **(Title)**, hereinafter referred to as the 'Client'.

EIT Food and the Client are hereinafter together referred to as the 'Parties', and individually as a 'Party'.

Whereas:

- A. The Client would like to participate in the EIT Food Corporate Venturing programme as project partner and receive extra support services from EIT Food.
- B. EIT Food is willing to admit Client to programme and deliver such support services to the Client.
- C. Parties are therefore willing to enter into this service agreement (hereinafter referred to as the 'Agreement') in order to further determine their mutual rights and obligations.

Parties have agreed the following:

1. Definitions

The following terms used in this Agreement and/or its Annexes are defined as follows:

'Intellectual Property Rights' means any or all rights, title, interest or benefit whether in the form of copyright, patents, utility innovations, know-how, Marks, trade names, brands, domain names, design rights, database rights, trade or business names, rights protecting trade secrets, source code and corresponding machine readable object code or other interpreted form, and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether now existing or hereafter devised, discovered or created, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

‘Marks’ means the names, marks, designs, logos, signs, word marks, 3-dimensional marks, tag-line, acronyms and other insignia (whether registered or unregistered).

‘Services’ means the services as described in Annex A of this Agreement.

2 Scope of the Services

2.1 Obligations of EIT Food

EIT Food shall provide the Services as further described in Annex A of this Agreement.

EIT Food shall:

- a) keep the Client informed of the progress of the Services;
- b) not have the obligation to perform services that are not expressly identified in Annex A; the scope of the Services are to be interpreted in a restrictive manner;
- c) execute the Services with professional care and skill, consistent with industry standards;
- d) inform the Client in writing of any difficulties EIT Food is facing when executing the Services;
- e) always take into account and respect the interests and the reputation of the Client;
- f) appoint a lead contact person for the Client and while EIT Food aims for continuity in its relationships with the Client, EIT Food reserves the right to substitute the designated lead contact person upon notice to the Client.

2.2 Obligations of the Client

The Client shall provide EIT Food in a timely manner with all information, documentation, assistance and support reasonably necessary for EIT Food to properly perform the Services and to assess the outcome of the Services. The Client agrees to keep EIT Food updated on these topics.

Client warrants to comply with other agreements signed with EIT Food if applicable.

The Client will appoint a contact person and his/her contact details as soon as possible after signing this Agreement and will notify any change of such person as soon as possible in writing to EIT Food.

2.3 General

For the avoidance of doubt, the Client is entitled to obtain additional consulting and advisory services from any external organization or service provider. The collaboration between EIT Food and the Client under this Agreement shall not prevent EIT Food to cooperate with other organisations, whether or not active in the same field as the Client.

Any additional services are to be agreed between the Parties in writing.

EIT Food shall use its own infrastructure to execute the Services and can determine the way of execution at its full discretion and so as it deems fit. EIT Food may use subcontractors to execute the Services.

The general procurement terms and conditions of the Client (if available) are explicitly excluded.

3 Relationship between the Parties

Parties acknowledge that EIT Food shall be engaged in the capacity of an independent contractor. Neither Party shall commit, nor be authorized to commit or bind the other Party in any manner. None of the provisions of this Agreement can be interpreted as indicating consent by the Parties to form a partnership or joint venture.

The shareholders, employees, officers and agents of one Party, in the performance of this Agreement, shall act only in the capacity of representatives of that Party and not as employees, officers or agents, representative of the other Party and so will not be deemed for any purpose to be employees of the other.

As such, EIT Food will execute the Services without being subject to the authority of the Client. Any communication between EIT Food and the Client is deemed to be necessary for the proper execution of the Services and should not be deemed an expression of any relationship of authority.

4 Duration

This Agreement shall enter into force upon signature and (subject to the provisions for termination set out below) and shall run until December 31st, 2025 (the ‘Term’).

5 Fees and expenses

The Client agrees to pay EIT Food, in accordance with the payment terms set forth under article 6 below, the following fee for the services (the ‘Fees’): 60,000 Euros (€ Sixty thousand Euros).

The Client shall bear the exchange rate risks and costs related to international transfers (if applicable). If needed, the amounts will be converted in accordance with EIT Food’s usual accounting practices.

All taxable remunerations paid to EIT Food shall be in net amounts, without deduction or withholding tax.

This amount is exclusive of VAT or any sales tax or any other analogous tax in any relevant jurisdiction (“Transfer Taxes”) and are exclusive of any other taxes, custom duties, levies and similar charges.

The Client shall be responsible for any applicable sales taxes (“Transfer Taxes”) with respect to the prices paid for the services and/or deliveries and shall reimburse EIT Food for any such Transfer Taxes paid by EIT Food on the Client’s behalf. EIT Food will not charge an otherwise applicable Transfer Tax if the services and/or deliveries are exempt from Transfer Tax.

6 Invoicing and payment

Fees are exclusive of VAT and will be invoiced by EIT Food to the Client as follows:

- Payments will be made in one instalment
- Invoices are payable within 30 days of invoice date
- Payment shall be made to the bank account of EIT Food.

Client invoicing details:

- Name:
- Address:
- Person to whom invoices should be sent (name & email address):
- VAT or company number:

Without further notice and as of the due date, the statutory interest rate for late payments between companies under Belgian law shall apply if no payment is received by the due date.

7 Termination

This Agreement may be immediately terminated in writing by way of a registered letter, without respecting any notice period or notice payment, by a Party:

- Upon the other Party's failure to cure any breach of any term of this Agreement within thirty (30) days after the breaching Party receives notice of such breach;
- In case of a material breach by the other Party in the context of this Agreement.
- A termination of the Programme or other agreements signed between Parties;
- If the other Party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters

In case of an early termination due to fault of the Client, EIT Food is still entitled to the full amount of the Fees at once.

The obligations of the Parties regarding article 2.2, 8, 9, 10, 11, 12, 13 and 14 shall survive termination or expiration of this Agreement, as well as all other clauses that survive termination or expiration of this Agreement due to their nature.

8 Ownership

EIT Food remains the owner of all materials, findings, recommendations and Intellectual Property Rights developed by it pursuant this Agreement. As such, also all inventions, improvements and other ideas developed or conceived by EIT Food in connection with the Services shall remain the property of EIT Food.

The Client shall not submit applications for any Intellectual Property Rights registration for any work created by EIT Food pursuant to this Agreement.

The Client declares and agrees not to breach any rights of thirds parties in the execution of this Agreement.

9 Liability

9.1 General

The liability of EIT Food shall always be limited to **60,000 euro**. The exclusions and limitations shall not apply, (i) to the extent such exclusions and limitations are not permitted by law; (ii) in case of fraud, (iii) for damages caused by willful intent or gross negligence.

The Client shall in the execution of this Agreement adhere to all applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations. Especially, Client shall not be entitled to act or to make legally binding declarations on behalf of EIT Food or EIT and shall indemnify all of the latter from any third party claim resulting from a breach of these obligations.

EIT Food does not guarantee that the Services will lead to any results. The obligations of EIT Food are purely an obligation of means.

In no event will EIT Food be liable to the Client for any indirect or consequential loss or damages, including without limitation, direct or indirect loss of profits, loss of anticipated savings, or any other economical advantage arising from or in connection with this Agreement.

9.2 Force Majeure

EIT Food shall not be liable to the Client for any loss or damages, which may result from its failure or a delay in performing an obligation hereunder to the extent such failure or delay arises from circumstances beyond its reasonable control and could not have been foreseen, i.e. force majeure, such as government instructions related to epidemics or pandemics, extreme weather conditions, fire, flood, war, insurrection, labour disputes and strikes, riot or power failure. However, EIT Food shall use all reasonable efforts to avoid or remove such cause of non-performance and to resume performance of its affected obligations as soon as practicable.

If EIT Food is unable to fulfil its obligations hereunder for a period longer than three (3) consecutive months, the Client may terminate this Agreement by way of a registered letter.

10 Confidentiality

All information of whatever nature and in whatever form or mode of communication, which is disclosed by a Party (the '**Disclosing Party**') to another Party (the '**Recipient**') in connection with the activities as described in Annex A during its implementation and which has been explicitly marked as '**confidential**' at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is '**Confidential Information**'.

The Recipients hereby undertake for the duration of this agreement and a period of 5 years after the end of this Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party (except for its affiliates) without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient to its affiliates and employees shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order subject to the provisions below.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Agreement as with its own confidential information, but in no case less than reasonable care.

Either Recipient or Disclosing Party shall promptly advise the other Recipient or Disclosing Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

If a Recipient becomes aware that it will be required to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Party of said request, and
- comply to the extent possible with the Disclosing Party's reasonable instructions to protect the confidentiality of the information at the Disclosing Party's expense and make such disclosure only to the extent it is compelled.

Any communication regarding this cooperation shall be subject to prior written approval from the other Party.

11 Data Protection

Both Parties agree to comply with the relevant data protection laws.

12 Severance

In the event that any provision or part of any provision of this Agreement would be found invalid, illegal or unenforceable, in whole or in part, this shall not affect the remaining parts of provisions of the Agreement which shall continue in full force and effect, as if the invalid, illegal or unenforceable provision had never been contained herein. In such event, Parties will undertake to agree a new or amended provision that embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

13 Miscellaneous provisions

13.1 Waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision, nor shall waiver of any breach hereunder be construed as a continuing waiver of other breaches of the same or other provisions herein, nor in any way affect the validity of the whole or any part of this Agreement nor prejudice a Party's rights to take subsequent action including judicial remedies.

13.2 Amendment

Any amendment to this Agreement, as well as any additions or omissions, can only be agreed in writing between the Parties.

13.3 Headings

The headings used in this Agreement are for convenience only and will not create any rights or obligations or affect the meaning or interpretation of this Agreement.

13.4 Transfer or assignment

Neither Party shall assign or transfer any of its rights or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the other Party except for EIT Food's option to assign this Agreement to an affiliate by means of intra-group assignment, as long as EIT Food informs the Client in writing as soon as reasonably possible. For the avoidance of doubt, EIT Food may rely on the personnel of its affiliates to perform this Agreement.

13.5 Costs

Each Party shall bear its own costs (including lawyer's fee and other expenses) incurred in the preparation and negotiation of this Agreement.

13.6 Counterparts

This Agreement is executed in separate copies, each of which is deemed an original and all of which taken together constitute the same Agreement.

13.7 Language

Translations into any language other than English are for convenience purposes only, even when executed by one or both Parties. The submission of information should be done using the English language.

14 Applicable laws and jurisdiction

This Agreement is governed by Belgian laws.

Any controversy or claim arising out of or relating to this Agreement which cannot be settled amicably shall be subject to the exclusive jurisdiction of the competent courts of the registered address of EIT Food.

[Remainder of page intentionally left blank, signature page follows.]

This Agreement is signed by (a) duly authorized representative(s) of each Party and each of the Parties acknowledges having received at least one copy.

This Agreement shall be binding upon Parties even if it is only executed and exchanged by electronic copy (facsimile, pdf or any other form of electronic copy) signed by the Parties and such copy shall have the same evidential value as an original (signed) document.

EIT Food:

The Client:

On behalf of EIT Food IVZW:

On behalf of (Company Name):

Name: Benoit Buntinx

Name:

Capacity: Business Creation Director

Capacity:

Date:

Date:

Place:

Place:

Name: Nicolas Perrin

Name:

Capacity: Finance Director

Capacity:

Date:

Date:

Place:

Place:

Annex A – The services (Statement of Work (SoW))

1. Scope of Services

In accordance with the Service Agreement and the Co-Financing Agreement, EIT Food agrees to support the Client by co-financing a Proof of Concept ("PoC") project with **Startup Name** selected through a selection process that aligns with EIT Food's requirements. Under this agreement, EIT Food shall provide 40% of co-financing for the project **Project Name** having a total budget of **€100,000**. EIT Food's co-financing contribution for the projects will amount to **€40,000**. This provision shall be limited to covering the aforementioned PoC with **Startup Name**.

2. Compensation and Payment Terms

In accordance with the Service Agreement and the Co-Financing Agreement, EIT Food shall pay 100% of the PoC total project budget to the selected startup as a subgrant in 2025. EIT Food will invoice the Client for its co-financing contribution of the projects which amounts to **€60,000 by Date**.

3. Term and Termination

This SoW will be valid from the date of signature **until [.]**. It may be terminated in accordance with the termination provisions of the Service Agreement.

4. Confidentiality and Data Protection

All information shared during the execution of this SoW will be handled in accordance with the existing confidentiality and data protection clauses in the Service Agreement.

5. Ownership and Intellectual Property

EIT Food shall retain ownership of all materials and intellectual property developed under this SoW, as outlined in the Service Agreement.

6. Miscellaneous

This SoW is subject to the same laws and jurisdiction as defined in the Service Agreement. Any amendments or modifications must be agreed upon in writing by both parties.