ADDITIONAL CONDITIONS

1. Only applicable for General Conditions dated before 06/08/2025.

Article 6.11 "Cybersecurity" of the General Conditions is added as follows

(i) Cybersecurity organization

Each Party shall appoint a Chief Information Security Officer (CISO) or cybersecurity SPOC responsible for managing cybersecurity risks and ensuring compliance with the Client's requirements. Contact details are set out in the Security Assurance Plan (SAP). Changes must be promptly notified in writing.

(ii) Security Assurance Plan (SAP)

The SAP shall be added to the Special Conditions and defines the applicable cybersecurity requirements and controls for the Goods, Services or Works, ensuring that these do not introduce unacceptable risks to the Client's systems, data or operations. The Contractor and its Auxiliaries shall comply with these requirements. The CISO or SPOC of each Party shall review the SAP at least annually to ensure its adequacy in light of evolving threats, laws, and risk tolerance.

Any change by the Contractor that may affect the Client's environment, deviate from agreed security controls, or impact Client's cybersecurity obligations requires prior written approval from the Client. The Contractor must ensure subcontractor compliance with the SAP and maintain a current register of subcontractors, demonstrating their compliance upon request.

Cybersecurity obligations may evolve; the Contractor shall implement updates to remain aligned with the Client's standards and legal requirements.

(iii) Incident management

The Contractor shall monitor for cybersecurity incidents, initiate its incident procedure upon detection and immediately take actions to mitigate potential impacts. In the event of an incident that impacts or may impact the confidentiality, integrity, or availability of the Client's data ("Incident"), the Contractor shall notify the Client's CISO and Business SPOC as soon as possible, and no later than 12 hours after detection. Notification must be made by (i) phone (contact details in the SAP), and (ii) email to ciso-office-belgium@engie.com and the relevant addresses listed in the SAP. The Client may have legal obligations to report Incidents within 24 hours to Belgian authorities.

Any breach of the provisions of this GC 6.11 by the Contractor shall be considered as an Event of Default.

Article 20.4 "Limitation of liability" of the General Conditions is completed as follows:

Without prejudice to Article 20.1 (i) to and including (iii), each Party agrees (for itself and on behalf of any of its Affiliates) that the provisions of Article 6.3 of the New Belgian Civil Code shall, to the fullest extent permitted by Law, not apply under or in connection with this Agreement and that it shall not be entitled to make any extra-contractual liability claim against any other Party or any auxiliary of (any Affiliate of) such Party with respect to a breach of contractual obligation under or in connection with this Agreement, even if such breach of obligation also constitutes an extra-contractual liability. Auxiliary means a natural or legal person who is entrusted by the debtor of a contractual obligation with the performance of all or part of that

obligation on his own behalf and in his own name or on behalf and in the name of the debtor. "auxiliary" includes amongst others: employees, (members of) management bodies of legal entities, representatives, suppliers and subcontractors.

Article 22.5 "Change of circumstances" of the General Conditions is added as follows

The Parties expressly agree to exclude the application of article 5.74 of the new Belgian Civil Code (change of circumstances).

2. Only applicable for General Conditions dated before 10/03/2017.

<u>Article 14.2.3.</u> "Carcinogenic materials" of the General Conditions is modified as follows:

The use of carcinogen or potential carcinogen materials must first be approved by the Client. Carcinogenic materials means materials or products classified as category 1 by REGULATION (EC) No 1272/2008 and amendments. Potential carcinogenic materials means materials or products classified as category 2 by REGULATION (EC) No 1272/2008 and amendments.

Article 13.1. "General Provisions" section 4 of the General Conditions is completed as follows:

In accordance with article 31, §1, section 2 and 3 of the law of 24 July 1987 regarding temporary work, interim work and putting workers at the disposal of users, the Parties acknowledge and accept that the compliance by the Client with his obligations with regard to wellbeing at work, as well as the instructions that would be given by the Client in the framework of the performance of this Agreement, cannot be considered as any exercise of authority by the Client on the employees whom the Contractor would deploy for the execution of the agreed assignments.

Are considered as "instructions in the framework of the performance of this Agreement" in the sense of the preceding section:

- Instructions and/or procedures concerning the access, safety and security of the buildings or installations of the Client;
- Instructions and/or procedures with regard to the correct use of machines, material, goods and documents of the Client, if the contract allows or imposes the use of them;
- Instructions with regard to the normal opening and working hours as applicable to the Client, without, however, extending to instructions regarding the legislation on the working hours for which only the Contractor is competent;
- Instructions which arise from the specifications or the agreement between the Client and the Contractor;
- Instructions and remarks in case of non-correct execution of the work as determined in this Agreement and its Addenda, without, however, extending to imposing disciplinary sanctions for which only the Contractor is competent;
- Instructions which are directly linked with the good execution of this Agreement and its Addenda.

This "instruction right" of the Client affects in no way the employer's authority of the Contractor over his employees.

If the members of the works council ask for it, the Client will transfer them a copy of the part of the aforementioned contract in which is determined which instructions can be given to the employees of the Contractor by the Client, according to the procedure foreseen in article 31 §1, section 5 of the law of 24 July 1987 and its possible implementing provisions.

3. Applicable for all versions of the General Conditions.

3.1 Article 18. of the General Conditions is completed as follows:

In addition to article 18 of the Electrabel General Conditions, the following is applicable when legally classified information (law of 11/12/1998 or law of 15/04/1994) or ENGIE classified information (ENGIE classification "Restricted" or "Secret") is involved:

The Contractor shall comply with the laws, regulations and internal procedures of the Client related to the management of classified information (law of 11/12/1998) or categorised information (law of 15/04/1994) or ENGIE classified information (ENGIE classification "Restricted" or "Secret").

More specifically:

As soon as the Contractor has information (written, oral or digital), he must deal with it carefully. The management of classified information (law of 11/12/1998) or categorized information (law of 15/04/1994) or ENGIE classified information (ENGIE classification "Restricted" or "Secret") must comply with strict rules. These rules are imposed by relevant regulations and / or the Client. These rules cover the whole process: from creation to destruction of the information. The following minimum requirements apply:

- The "Veiligheidsofficier Officier de Sécurité" (law of 1998) or the "Afgevaardigde van de Fysieke Beveiliging Délégué de la Protection Physique" (law of 2011) of the Contractor is the (single) point of contact for the Client regarding the rules and the management of classified information.
- If the Contractor does not have a "Veiligheidsofficier Officier de Sécurité" (law of 1998) or no "Afgevaardigde van de Fysieke Beveiliging Délégué de la Protection Physique" (law of 2011), he must appoint a responsible person to act as a (single) point of contact for the Client regarding the rules and the management of classified information.
- Legally classified information (law of 11/12/1998 or law of 15/04/1994) may only be consulted by people who have the respective level of security clearance and who have a "need to know" for executing the work.
- All legally classified information (law of 11/12/1998 or law of 15/04/1994), including copies, related to Contractor's mission under the purchase order, must either be destroyed or returned to the Client after the mission.
- The Client may at any moment conduct, at its own costs, an audit in order to check the effective and correct execution of these rules.
- This audit could be performed by the Client, or another competent third party designated by the Client. The Client agrees to conduct not more than one audit per year.
- In case of an audit, the Client notifies its intention to conduct such audit with a 2 Working Days' prior written notice. If applicable, the Client notifies the name of the auditing company in charge of the audit mission.

3.2 Article 5.3 "Client's tools and facilities" of the General Conditions is completed as follows:

At the commencement of the Services and/or Works, the Client shall provide, if they are available, the following services.

This shall be agreed beforehand with the Clients' technical contact person:

- water, electricity, compressed air and a toilet block
- the necessary diagram plans

3.3 Article 31, 37 and 49 of the General Conditions are completed as follows

On top of and without prejudice to other acceptance criteria specified in the Agreement, the following criteria shall be used for the acceptance of the services supplied: The correct operation of the equipment or installations overhauled as well as the re-installation of the identification plates on the equipment (code KKS/PKD/PCT).

3.4 Payments for access formalities paid for by the Client for the nuclear sites:

- EUR 35.00 fixed price per coworker for access to the area/technical installation, paid once per year.
- EUR 80.00 fixed price per coworker for the medical check-up, paid twice per year.