

FRAMEWORK AGREEMENT

This agreement (the **Agreement**) is made on 9 October 2023.

BETWEEN

- (1) **Euronav NV**, a public limited liability company incorporated in Belgium with registration number 0860.402.767 at the Crossroads Bank for Enterprises (RLE Antwerp, division Antwerp), having its registered address at De Gerlachekaai 20, 2000 Antwerp, Belgium (hereinafter **Euronav** or the **Seller**);

AND

- (2) **Frontline plc**, a public limited company organized and existing under the laws of Cyprus, having its registered office at 8, John Kennedy Street, Irish House, Off. 740B, Limassol, Cyprus 3106 and registered with the company register under number HE442213 (hereinafter **Frontline** or the **Purchaser**).

Each of Euronav and Frontline is further referred to as a **Party** and together as the **Parties**.

WHEREAS

- (A) This Agreement sets forth a framework between the Parties for the sale and purchase of 24 vessels between Euronav (as seller) and Frontline (as purchaser). The relevant vessels (a **Vessel** and together the **Vessels**) are listed in Schedule 1 to this Agreement (the **Transaction**).
- (B) For each of the Vessels, Euronav and Frontline (through its wholly-owned subsidiary Frontfleet Ltd. or a special purpose vehicle nominated by Frontfleet Ltd.) have entered into a memorandum of agreement, (each a **MOA**), and a heads of agreement that contains certain overarching and coordinating terms for such MOAs (the **HOA**).
- (C) On the date of this Agreement, Frontline and Famatown Finance Limited, a limited company incorporated in Cyprus with company register number HE294555, having its registered address at John Kennedy, Iris House, 7th Floor, Room/Office 740 B, CY-3106 Limassol, Cyprus (**Famatown**) (as sellers) and CMB NV, a public limited liability company organized and existing under Belgian law, with registered office at De Gerlachekaai 20, 2000 Antwerp, Belgium and registered with the Crossroads Bank for Enterprises (RLE Antwerp, division Antwerp) under number 0404.535.431 (**CMB**) (as purchaser) have entered into a share purchase agreement (the **SPA**) with regard to shares in Euronav (the **Share Sale**). The Transaction set forth in this Agreement is subject to completion of the Share Sale as further detailed in this Agreement. The Transaction and the Share Sale form part of an integrated solution to the current strategic and structural deadlock within Euronav in which each of the Parties, CMB and Famatown have a vested interest.
- (D) On 10 July 2022, Euronav and Frontline entered into a combination agreement (the **Combination Agreement**). On 9 January 2023, Frontline terminated the Combination Agreement with immediate effect. On 28 January 2023, Euronav filed a request for arbitration on the merits with CEPANI against Frontline, Famatown, Hemen Holding Limited, a limited company incorporated in Cyprus with company register number HE87804, having its registered address at John Kennedy, Iris House, 7th Floor, Room/Office 740 B, CY-3106 Limassol, Cyprus (**Hemen**) and Geveran Trading Co. Limited, a limited company incorporated in Cyprus with company register number HE37780, having its registered address at John Kennedy, Iris House, 7th Floor, Room/Office 740 B, CY-3106 Limassol, Cyprus (**Geveran**), (CEPANI reference number 221138) (the **Arbitration Proceedings**) in relation to the termination of the Combination Agreement. On the date of this Agreement, Euronav, Frontline,

Famatown, Hemen and Geveran shall enter into a settlement agreement aimed at terminating the Arbitration Proceedings subject to completion of the Share Sale (the **Settlement Agreement**).

- (E) The Agreement, the Transaction, the Share Sale and the Settlement Agreement form part of an integrated solution to the current strategic and structural deadlock within Euronav in which each of the Parties, CMB and Famatown have a vested interest (the **Integrated Solution**).
- (F) By entering into this Agreement, the Parties wish to establish a framework for the Transaction and to agree on the conditionality and co-ordinated entering into effect of certain provisions of the MOAs, the Settlement Agreement and the completion of the Share Sale.
- (G) This Agreement is the outcome of thorough negotiations between the Parties, which are professional parties assisted by professional advisers, and reflects all elements that the Parties deem important pursuant to such negotiations. The Parties acknowledge and agree (i) to have received all relevant information for entering into this Agreement, (ii) that they have all been given the opportunity to negotiate each of the terms and conditions set forth in this Agreement, (iii) that this Agreement reflects all elements which they deem important pursuant to such negotiations and (iv) that this Agreement reflects a fair and appropriate balance between the rights and obligations of all Parties.

IT IS AGREED AS FOLLOWS

1. INTERPRETATION

In addition to terms defined throughout this Agreement, Schedule 2 sets out the definition of capitalized terms used in this Agreement, as well as certain principles of interpretation to be applied to this Agreement.

2. SALE AND PURCHASE

Subject to the terms and conditions set forth in this Agreement, and more specifically the Conditions Precedent set out in Clause 3, the provisions of the MOAs (with the exception of clauses 4(b) (if applicable) and clause 6 (if applicable) and clause 16 thereof, which shall become effective from the date of signing of the MOAs) pursuant to which Euronav sells and Frontline, through its wholly-owned subsidiary Frontfleet Ltd. (or a special purpose vehicle nominated by Frontfleet Ltd.) purchases the Vessels will come into effect (the **Effective Date**).

3. CONDITIONS PRECEDENT

3.1 Conditions precedent

The Effective Date is conditional on the following conditions (all of the below a **Condition Precedent** and together the **Conditions Precedent**) being satisfied (or waived in accordance with Clause 3.2(c)) on or before 31 December 2023 or such other date as the Parties may agree in writing (the **Long Stop Date**):

- (a) the necessary clearance decisions, consents, waivers or non-objection certificates for the Transaction with respect to the Regulatory Approvals by the relevant Governmental Authorities having been obtained, or expiry or early termination of any applicable waiting periods without any investigation or proceeding having been initiated (the **Regulatory Condition**);
- (b) the resolutions by Euronav's shareholders' meeting approving the conditionality of the Transaction and the Settlement Agreement on the Share Sale pursuant to article 7:151 CCA having been filed with the clerk's office of the enterprise court in Antwerp (the **Shareholder Approval Condition**); and

- (c) closing of the Share Sale as defined in the SPA shall have occurred.

3.2 Covenants with respect to the Conditions Precedent

(a) Regulatory Condition

- (i) With respect to the Regulatory Condition, Frontline shall, as soon as practicable after the date of this Agreement, file or cause to be filed all necessary notifications, applications, and submissions with any Governmental Authorities that are required to obtain the Regulatory Approvals.
- (ii) Frontline shall use its best efforts to obtain the Regulatory Approvals as promptly as possible and shall (i) provide Euronav with copies of all material communications with the Governmental Authorities (whereby commercially sensitive information shall be blacklined), (ii) consult with Euronav and consider in good faith Euronav's views and suggestions regarding the strategy and content of such communications, (iii) keep Euronav informed of the status and progress of the Regulatory Approvals, and (iv) promptly notify Euronav of any requests, inquiries, objections, or challenges from the Governmental Authorities relating to the Regulatory Approvals. Euronav shall provide all reasonable assistance in this respect, including providing all information and documents in connection with the preparation, filing, and pursuit of such Regulatory Approvals. Euronav furthermore agrees that Frontline may provide CMB with the same information with respect to the Regulatory Condition as it provides to Euronav, pursuant to Frontline's covenants under the SPA with respect to the condition precedent to the Share Sale that Frontline must confirm to CMB that the Regulatory Condition as set out in and defined in this Agreement has been satisfied or waived.
- (iii) Frontline shall, at its sole cost and expense, take any and all actions and agree to any and all conditions, undertakings, divestitures, or remedies (collectively, the **Remedies**) that are necessary or advisable to obtain the Regulatory Approvals and to avoid or eliminate any impediments or objections that may be asserted or threatened by the Governmental Authorities under applicable laws, regardless of the impact or effect of such Remedies on the value, benefits, or prospects of Frontline, Euronav or any of its Affiliates. Frontline shall not, without the prior written consent of Euronav, (i) withdraw, amend, or modify any notifications, applications, or submissions filed with the Governmental Authorities, (ii) extend any statutory or agreed-upon deadlines or waiting periods, or (iii) consent to or enter into any settlement, agreement, or order with any Governmental Authority that would impose any Remedies or limit the Seller's or the Purchaser's rights or obligations under this Agreement.

(b) Shareholder Approval Condition

Euronav will take all steps to (i) convene a shareholders meeting to take place as soon as reasonably possible and at the latest 60 calendar days after the date of this Agreement to resolve pursuant to article 7:151 CCA on the conditionality of the Transaction on the Share Sale, (ii) will recommend to its shareholders to approve such resolution and (iii) shall file the resolutions of such shareholders meeting with the clerk's office of the enterprise court in Antwerp as soon as reasonably possible after the date thereof.

(c) Fulfilment and waiver

All Conditions Precedent are for the benefit of Euronav and Frontline. By mutual consent in writing, Frontline and Euronav may decide to waive any or all of these Conditions Precedent (in whole or in part). Each of Euronav and Frontline may individually terminate this Agreement by written notice if

any of these Conditions Precedent is not fulfilled or no longer capable of being fulfilled or waived by the Long Stop Date. Such termination right is without prejudice to any other rights or remedies, which a Party may have under applicable Law against another Party in relation to the non-satisfaction of such Condition Precedent.

(d) No retroactive effect

In accordance with Article 5.147 of the Civil Code, the fulfilment of the Conditions Precedent shall not have retroactive effect.

4. EFFECTIVE DATE

4.1 Subject to the Conditions Precedent being fulfilled or waived, the Effective Date will occur subject to and simultaneously with the closing of the Share Sale in accordance with the terms of the SPA.

4.2 If the Effective Date does not occur at the latest on the Long Stop Date, each Party will have the right to terminate this Agreement by written notice.

5. NO RESCISSION AND TERMINATION

5.1 The Parties explicitly and irrevocably waive (and procure, as applicable, that their Affiliates shall waive) to the fullest extent permitted by law any and all rights, remedies and causes of action it or any of its Affiliates may have in connection with this Agreement, under any law, to seek the unilateral annulment, cancellation, dissolution or termination of this Agreement other than as provided in this Agreement, to invoke any defect of consent or to invoke any of the remedies set out in articles 5.59, 5.74 and 5.90 of the Civil Code, without prejudice to the remedies as set out in this Agreement, the HOA or in the MOAs.

5.2 Upon termination of this Agreement pursuant to Clauses 3.2(c), 4.2, or this Clause 5 (i) this Agreement shall cease to have any effect, except for the provisions of Clause 7 (Miscellaneous) and this Clause 5, which shall survive the termination of this Agreement and (ii) neither Party shall have any further rights or liabilities under this Agreement.

6. SETTLEMENT OF ARBITRATION PROCEEDINGS

As part of the Integrated Solution, the Parties wish to settle the Arbitration Proceedings subject to the transfer of all shares in Euronav owned by Frontline and Famatown to CMB by the Long Stop Date at the latest. To that effect, the Parties, Famatown, Hemen and Geveran shall execute the conditional Settlement Agreement attached as Schedule 3 on the date of this Agreement. Upon entering into effect of the Settlement Agreement, the Arbitration Proceedings shall be withdrawn and the Parties shall waive all rights and claims that they have or may have against each other concerning the entering into, performance and termination of the Combination Agreement which shall be deemed irrevocably terminated. In any event, Euronav commits not to seek reactivation of the Arbitration Proceedings before 1 January 2024.

7. MISCELLANEOUS

7.1 Confidentiality:

(a) The existence, subject and contents of this Agreement are confidential. Except as explicitly provided otherwise in this Agreement and subject to Clause 7.1(b), each Party is prohibited from disclosing all or any part of this Agreement or its existence at any time.

(b) Clause 7.1(a) shall not prohibit disclosure or use of any information if and to the extent that:

- (i) the disclosure or use is required in order to allow any Party to comply with any legal or regulatory requirement (including under Article 7:116 CCA and any requests made by the FSMA in this respect) to make a public announcement or filing or to provide information to any Governmental Authority (including the FSMA, Finanstilsynet and the SEC) or stock exchange (including Euronext Brussels, the Oslo Stock Exchange and NYSE), in which case such Party may disclose only that portion of information it is required to disclose, it being understood and agreed that the existence, subject and contents of this Agreement may be disclosed by a Party in an amendment to such Party's Schedule 13D and that this Agreement may be publicly filed in its entirety as an exhibit thereto, in each case at any time after the execution and delivery hereof;
- (ii) the disclosure or use is required for the purposes of any judicial or arbitration proceedings arising out of or in connection with this Agreement;
- (iii) the disclosure is made to professional advisers of any Party or to the credit institutions financing the Transaction, on condition that such professional advisers or credit institutions undertake or are bound by professional rules of conduct to comply with obligations substantially similar to the provisions of this Clause 7.1;
- (iv) the disclosure is made (i) in the context of Euronav's shareholders' meeting in view of the Shareholder Approval Condition or (ii) to CMB in view of any disclosures to be made by it in the context of its mandatory public takeover bid on Euronav, including as part of the prospectus, Schedule TO or Schedule 13E-3 or any document contained therein or filed as an exhibit thereto, or any other offer documentation, as well as in any Schedule 13D filing, press releases to be issued by CMB in relation to the announcement of (its intention to launch) such takeover bid and in any other communication related thereto and within the framework of such takeover bid proceedings or (iii) by Frontline in the context of the Share Sale contemplated in the SPA;
- (v) the disclosure is made in the context of the settlement of the Arbitration Proceedings in accordance with this Agreement and the Settlement Agreement;
- (vi) the information is or becomes publicly available (other than as a result of a breach of this Agreement).

7.2 **Relationship between this Agreement and the HOA and MOAs:** This Agreement intends to co-ordinate the entering into effect of certain provisions of the MOAs, especially in relation to (i) the application of the Conditions Precedent and (ii) the co-ordination with completion of the Share Sale. Without prejudice to the generality of the foregoing:

- (a) This Agreement does not replace the terms and conditions of the HOA and the MOAs, except as expressly provided herein. In the event of any conflict or inconsistency between this Agreement and the HOA or MOAs, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency, unless otherwise agreed by the Parties in writing.
- (b) The Parties shall, and shall cause their Affiliates that are a party thereto (such as Frontfleet Ltd.) to, perform their respective obligations under the HOA and MOAs in accordance with their terms and conditions, subject where relevant to the Effective Date having occurred.

7.3 **Financing:** Frontline represents and warrants to Euronav that it has obtained sufficient funding to comply with its obligations in respect of the Transaction. Frontline agrees and undertakes to indemnify Euronav, on a dollar-for-dollar basis, for any Loss incurred by Euronav which would not have been incurred by it if Frontline's representation in the previous sentence had been true, accurate and not misleading.

- 7.4 **Further assurances:** Each of the Parties shall from time to time execute such documents and perform such acts and things as any other Party may reasonably require in order to give a Party the full benefit of this Agreement.
- 7.5 **No Assignment:** No Party may assign all or part of its rights and obligations under this Agreement to any third party (through a sale, a contribution, a donation or any other transaction, including the sale or contribution of a division or of a business as a whole, a merger or a demerger) without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed). As long as such consent has not been obtained, the assigning Party shall continue to be liable for all obligations that it intended to assign (without prejudice to any other right or remedy that the other Parties may have for breach of this Clause). Subject to the assignment restrictions set out in this Clause, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, successors and assigns.
- 7.6 **Costs and expenses:** Each Party shall bear all costs and expenses incurred or to be incurred by it or its Affiliates that are a party thereto (such as Frontfleet Ltd.) in connection with the negotiation, execution and performance of this Agreement, the HOA and the MOAs.
- 7.7 **Severability:** If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable Law, then such provision or part of it shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected. In such case, each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision that is as close as possible to the original intention of the Parties and has the same or as similar as possible economic effect.
- 7.8 **Counterparts:** This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart. This Agreement shall not be effective until each Party has executed at least one counterpart. The Parties therefore expressly agree that the signing of this Agreement by a Party by means of a scan or digitized image of a signature (e.g. a scan in PDF format) or an electronic signature (e.g. via DocuSign) will have the same binding force and effect as an original signature for purposes of validity, enforceability and admissibility. Issue of a signed copy via e-mail or via an electronic signature system will have the same binding force and effect as the issue of an original physical copy.
- 7.9 **Governing Law and arbitration**
- (a) This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed and interpreted in accordance with the laws of Belgium.
- (b) Any dispute between the Parties (including non-contractual disputes) arising from, related to or in any way connected with this Agreement, shall be exclusively and definitively settled in accordance with the CEPANI arbitration rules applicable as of the date of this Agreement (the **CEPANI Rules**), by three arbitrators appointed in accordance with the CEPANI Rules. Euronav on the one hand and Frontline on the other shall nominate an arbitrator. The Party-nominated arbitrators shall then have 30 calendar days as from the last of either their respective appointments (or such further time as the Parties may agree by valid variation) to jointly nominate the third member of the arbitration tribunal, who shall be proposed for appointment as its chairperson. If the Party-nominated arbitrators are unable to jointly nominate a chairperson within 30 calendar days, the chairperson's appointment shall be made in accordance with the CEPANI Rules.
- (c) The provisions of this Clause 7.9 are without prejudice to the governing law and arbitration provision of the HOA and the individual MOA's. Without prejudice to the generality of the foregoing, it is agreed that any dispute between the Parties (i) relating to any termination of

this Agreement by any of the Parties before the Effective Date or (ii) that extends beyond the scope of an individual MOA and the individual Vessel to which such MOA relates, is to be settled in accordance with the provisions of this Clause 7.9.

- (d) The place of arbitration shall be Brussels, Belgium and the language of the proceedings shall be English.
- (e) Notwithstanding this Clause 7.9, the Parties shall have the right to have recourse to the ordinary courts of Belgium for interim and/or conservatory measures.

Done on 9 October 2023, each Party acknowledging receipt of its copy.

SCHEDULE 1
OVERVIEW OF VESSELS

Name	Type	Flag	Building year	DWT	Shipyard	Scrubber
AMUNDSEN	VLCC	French	2017	298.991	Hyundai	
AQUITANE	VLCC	Belgian	2017	298.767	Hyundai	
ARDECHE	VLCC	Belgian	2017	298.642	Hyundai	
ALBORAN	VLCC	Liberian	2016	299.000	Hyundai	
ALEX	VLCC	Belgian	2016	298.991	Hyundai	
ALICE	VLCC	Belgian	2016	299.300	Hyundai	
CAMUS	VLCC	Belgian	2023	299.158	HSHI	Yes
CASSIUS	VLCC	Belgian	2023	299.158	HSHI	Yes
DALIS	VLCC	Liberian	2020	299.995	Okpo Shipyard	Yes
DELOS	VLCC	Belgian	2021	300.200	Daewoo	Yes
DERIUS	VLCC	Liberian	2019	299.995	Okpo Shipyard	Yes
DICKENS	VLCC	Belgian	2021	299.550	Daewoo	Yes
DIODORUS	VLCC	Belgian	2021	300.200	Daewoo	Yes
DOMINICA	VLCC	Liberian	2016	299.999	Daewoo	
DORIS	VLCC	Belgian	2021	300.200	Daewoo	Yes
DRENEC	VLCC	Liberian	2016	299.999	Daewoo	
HATTERAS	VLCC	Liberian	2017	297.363	Hanjin Subic	
HERON	VLCC	Liberian	2017	297.363	Hanjin Subic	
CLOVIS	VLCC	Belgian	2023	299.158	HSHI	Yes
ANDAMAN	VLCC	Liberian	2016	299.392	Hyundai	
ANNE	VLCC	French	2016	299.533	Hyundai	
ARAFURA	VLCC	Belgian	2016	298.991	Hyundai	
ARAL	VLCC	Belgian	2016	299.999	Hyundai	
DESIRADE	VLCC	French	2016	299.999	Daewoo	

SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings attributed thereto below:

Affiliate	means, in relation to any person, any other person which, directly or indirectly, controls, is under common control with, or is controlled by, such person, and, in the case of a trust, (i) any trustee, settlor or protector of such trust, as well as (ii) any person which, directly or indirectly, controls, is under common control with, or is controlled by such trustee, settlor or protector (excluding, for the avoidance of doubt, any beneficiary of such trust).
Agreement	means this agreement.
Business Day	means any day on which banks in Belgium are open to the public, excluding Saturdays and Sundays.
CCA	means the Belgian Code of Companies and Associations (<i>Wetboek van vennootschappen en verenigingen</i>).
CEPANI Rules	has the meaning set forth in Clause 7.9.
Civil Code	means the Belgian Civil Code (<i>Burgerlijk Wetboek</i>).
CMB	has the meaning given thereto in Recital (C).
Condition(s) Precedent	has the meaning attributed thereto in Clause 3.1.
Effective Date	has the meaning attributed thereto in Clause 2.
Famatown	has the meaning given thereto in Recital (C).
Frontline	has the meaning given thereto in the Parties' section.
FSMA	The Belgian financial services and markets authority (" <i>Autoriteit voor financiële diensten en markten</i> ").
HOA	has the meaning set forth in Recital (B).
Governmental Authority	means (i) the government of any jurisdiction (or any political or administrative subdivision thereof), whether national, federal, provincial, regional, state, county, municipal, local or foreign, and any subdivision, department, ministry, agency, instrumentality, court, central bank or other authority thereof, including any entity directly or indirectly owned or controlled thereby, (ii) any public international organization or supranational body (including the European Union and the European Economic Area) and its institutions, departments, agencies and instrumentalities, and (iii) any quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, foreign investment, tax or other governmental or quasi-governmental or self-regulatory authority, including any stock exchange

Law	means all applicable legislation, statutes, transposed directives, regulations, decrees, ordinances, instruments, decrees, codes, bylaws, rules or other legally binding guidance, orders, consents, permits, policies, restrictions or licenses or other legislative measures or decisions issued, enacted, adopted, promulgated, implemented or otherwise made effective by or under the authority of any Governmental Authority, in each case having the force of law, and treaties, conventions and other agreements between states, or between states and the European Union or other supranational authorities, and all judgments, decisions, orders, directives, recommendations, circulars and standards of any Governmental Authority.
Long Stop Date	has the meaning attributed thereto in Clause 3.1.
Loss	means any damage (“ <i>schade</i> ”) within the meaning of Articles 5.86 and 5.87 (and the articles to which these clauses refer) of the Civil Code.
MOA	has the meaning set forth in Recital (B).
Party	has the meaning given thereto in the Parties’ section.
Purchaser	means Frontline.
Regulatory Condition	has the meaning set forth in Clause 3.1(a).
Regulatory Approvals	means the following regulatory approvals: the Kingdom of Saudi Arabia.
Remedies	has the meaning set forth in Clause 3.2(a)(iii).
SEC	means the United States Securities and Exchange Commission.
Seller	means Euronav.
Shareholder Approval Condition	has the meaning set forth in Clause 3.1(b).
Share Sale	has the meaning given thereto in Recital (C).
SPA	has the meaning given thereto in Recital (C).
Transaction	has the meaning set forth in Recital (A).
Vessel	has the meaning set forth in Recital (A).

2. INTERPRETATION

For the purposes of interpreting this Agreement, the following shall apply:

- 2.1 The titles and headings included in this Agreement are for convenience only and shall not be taken into account in the interpretation of the provisions of this Agreement.
- 2.2 The Schedules to this Agreement form an integral part hereof and any reference to this Agreement includes the Schedules and vice versa.
- 2.3 All periods of time set out in this Agreement shall be calculated in accordance with article 1:32 CCA.
- 2.4 In the event of any difficulty of interpretation, the rules set out in articles 5.64 and 5.65 of the Civil Code shall apply. The Parties expressly waive the application of article 5.66 of the Civil Code and article 1602 of the old Belgian civil code (*Oud Burgerlijk Wetboek*).
- 2.5 Unless otherwise specified, a reference in this Agreement to:
 - (a) the term “control” (or any derivations thereof) shall have the meaning ascribed to the term “*controle*” in article 1:14 CCA;
 - (b) the terms “includes” and “including” means including but not limited to;
 - (c) the expression “best efforts” (or any similar expression or derivation thereof) shall be construed as a “*middelenverbintenis*”; and
 - (d) the expressions “shall cause” or “shall procure that” (or any similar expression or derivation thereof), shall be construed as a “*sterkmaking*” combined with a guarantee (“*waarborg*”) in case of non-performance.

SCHEDULE 3
SETTLEMENT AGREEMENT

[see separate document]