

## GENERAL TERMS AND CONDITIONS

### Article 1. Applicability:

2.1. These general terms and conditions apply to all offers of and agreements with Pubmarket NV, Lindekensveldstraat 7, B-3510 Hasselt, VAT BE 0480.045.971. These general terms and conditions exclude the application of the customer's general terms and conditions, regardless of the date on which these were last supplied to Pubmarket NV.

1.2. By placing an order, the customer acknowledges acceptance of Pubmarket NV's general terms and conditions.

1.3. Special terms and conditions included in agreements concluded between Pubmarket NV and the customer take precedence, in case of inconsistency, over the provisions of these general terms and conditions regardless of the date on which the agreement is concluded.

### Article 2. Offers and proposals – order confirmation:

2.1. All offers and proposals of Pubmarket NV are without obligation until they are accepted by the customer. The agreement is concluded subject to the approval of credit insurance and the customer having confirmed the offer unchanged within its term of validity to Pubmarket NV. Every order placed or confirmed by the customer binds the customer.

2.2. Unless specified otherwise, the price specified in the offers and proposals of Pubmarket NV excludes the purchase of images, photography, copywriting, translation, handling and transport costs.

### Article 3. Cancellation of an order:

3.1. The customer may cancel an order as long as Pubmarket NV has not yet commenced its work.

### Article 4. Delivery:

4.1. The delivery date is given as an indication only and does not bind Pubmarket NV. If a delivery is delayed, the customer is not entitled to compensation, a price reduction, or to terminate the agreement.

4.2. If the parties have expressly agreed a binding delivery period in special terms and conditions, this period will be extended if the customer fails to provide, or punctually provide, information, documents, originals, or fails to accept, or punctually accept, corrected proofs, or if the customer places additional orders.

4.3. Any loss of or damage caused to the goods that the customer has ordered from Pubmarket during their dispatch is at the customer's risk.

### Article 5. Risk:

5.1. All goods and digital data that belong to the customer and are in Pubmarket NV's possession are stored at the customer's risk.

### Article 6. Payment terms:

6.1. All invoices are payable on their due date by means of transfer into Pubmarket NV's bank account (IBAN BE25 7350 0645 0282 – BIC KREDBEBB). Each payment is allocated to the oldest outstanding invoice, and first to the interest and costs that are due. Discounts that have been granted cease to apply if the customer fails to comply with the general terms and conditions of sale.

6.2. If the customer fails to make payment of an invoice by the due date, default interest will be payable, by operation of law, by the customer to Pubmarket NV, calculated in accordance with the Belgian Act of 2 August 2002 on late payments in commercial transactions, together with a fixed penalty of 10% of the invoice amount, subject to a minimum of EUR 125.00, from the date of the demand to the date of payment in full. Pubmarket NV also reserves the right to suspend the further performance of its obligations until the customer has paid the overdue invoices. Any delay in payment by the customer makes all outstanding amounts immediately due and payable and any payment terms then cease to apply.

6.3. Pubmarket NV reserves the right to invoice its services in instalments and, where appropriate, to request an advance payment on its services. If the customer orders services that Pubmarket NV must settle in currencies other than the euro, the customer always bears the exchange rate risk.

6.4. Pubmarket NV reserves the right to suspend the further performance of services, including but not limited to hosting, and to require adequate guarantees before resuming the further performance of services if confidence in the customer's creditworthiness is shaken by acts of judicial execution against the customer and/or other events that call into question and/or make it impossible to have confidence in the customer's due performance of its obligations (e.g. the failure to pay invoices). If the customer refuses or is unable to comply with this requirement, Pubmarket NV reserves the right to terminate the agreement and apply Article 11.2.

### Article 7. Complaints – protest of the invoice:

7.1. Any protest must be delivered with reasons and by registered letter to Pubmarket NV within a period of eight calendar days. For complaints or disputes relating to the services rendered, the period commences the day after the services have been rendered. For complaints or disputes relating to the invoice, the period commences on the invoice date. If the protest is not made on time, the services/invoices are definitively accepted and payment is due.

### Article 8. Liability – General:

8.1. Pubmarket NV undertakes to perform all the services that are to be rendered with due care. Pubmarket NV is not liable for errors in performance that are due to inadequate or incorrect input by the customer.

8.2. Pubmarket NV cannot be held liable for any error (even a major error) made by itself or its employees. Regardless of the cause, form or object of a claim for which liability is invoked, Pubmarket NV cannot be held liable in any case for any consequential loss or damage, such as a loss of expected profits, a decrease in turnover, increased operational costs, or the loss of clients, which the customer or a third party suffers as a result of any error or negligence of Pubmarket NV or one of its employees.

8.3. Pubmarket NV's liability for services rendered to the customer is limited in any event to either refunding the price paid by the customer or performing the services again, at Pubmarket NV's discretion. Pubmarket NV's total liability will never exceed the price paid by the customer for the services that gave rise to the loss event.

8.4. Where services have been performed by third-party suppliers, Pubmarket NV does not accept any liability in excess of or different to the liability that the third-party supplier would be prepared to accept for their products or services.

8.5. Pubmarket NV does not in any way guarantee the flawless operation of a programmed application that is accessed online or offline via a digital device. Pubmarket NV cannot be held liable for any damage or loss that arises from any defective or interrupted operation of a programmed application.

### Article 9. Intellectual property rights:

9.1. Intellectual Property Rights are all intellectual, industrial, and other property rights (registered or otherwise), including but not limited to copyright, neighbouring rights, trademarks, trade names, logos, drawings, designs/models or applications for registration as a drawing or design/model, patents, patent applications, domain names, know-how, as well as rights to databanks and computer programs.

9.2. Both parties accept that the website concept (namely the website page structure, main navigation) will not be protected, in principle, by Intellectual Property Rights. The customer may therefore find a similar structure on other websites developed by Pubmarket NV.

9.3. The Intellectual Property Rights attached to the visual design of the services rendered by Pubmarket NV, including but not limited to graphic designs, photographs, moving images, analyses, diagrams, source codes, scenarios, etc. will be transferred to the customer on full payment of the invoice. This transfer applies in the broadest extent to all manners and forms of use, for the entire duration of the right concerned, and for the entire world. The customer will also receive a non-exclusive user licence for the codes applied to all the services rendered. The user licence applies for the period that the code is copyright-protected and for the entire world. However, if the supplied goods and/or services contain photographs, illustrations, audio or videos that were not supplied by the customer, but taken by Pubmarket NV from a website that provides online photographs, illustrations, audio and videos, for payment or otherwise, the user licence for these photographs, illustrations, audio and videos will be subject to the terms and conditions stipulated on the website of this online library. This user licence will generally be non-exclusive and non-transferable. Pubmarket NV does not give any guarantee in relation to these photographs, illustrations, audio and videos.

9.4. The customer must respect Pubmarket NV's Intellectual Property Rights at all times and make reasonable efforts to protect those rights. The customer must immediately inform Pubmarket NV of any third-party infringement of Pubmarket NV's Intellectual Property Rights of which it becomes aware.

9.5. The Intellectual Property Rights attached to the closed source, personalised content management systems belong exclusively to Pubmarket NV or a third party with which Pubmarket NV has entered into an agreement for this purpose. Provided that the licence fee as specified in the agreement between the customer and Pubmarket NV is paid in full, the customer will receive a non-exclusive, non-transferable right to use this software. The customer may not grant sublicences to third parties, or in any way provide or disclose the software to third parties, use the software for the benefit of third parties, or market the software.

### Article 10. Performance of the services:

10.1. General *10.1.1* When performing the services, Pubmarket NV is generally bound by a best-effort obligation only and not an obligation to produce a certain result. *10.1.2* In general, Pubmarket NV is always entitled to use third-party subcontractors to perform all or part of the services. *10.1.3* Pubmarket NV may use the services that it renders at all times for third-party assignments, unless the customer files an express, written objection to that in advance. *10.1.4* The services that Pubmarket NV renders may always be used as a reference for third parties and on Pubmarket NV's own website and those of its affiliated companies.

10.2. Hosting services and domain names *10.2.1* Pubmarket NV works with a specialised hosting partner for hosting and domain names. The hosting services and liability of this partner

are described in the Service Level Agreement (SLA) of this hosting partner. The hosting partner may adapt or amend this SLA. The customer understands and accepts that temporary interruptions of any internet services may occur and that the guaranteed uptime percentage is set by and strived for by the hosting partner and not Pubmarket NV itself. Pubmarket NV cannot be held liable in any case for possible damage or loss that could be caused by such interruptions. Likewise, such interruptions will not entitle the customer to any form of compensation. *10.2.2* Unless otherwise agreed when the order is placed, Pubmarket NV will provide hosting services to the customer for a 12-month period, subject to payment of the applicable fee by the customer. If the customer wishes to cancel this service, notice of termination must be given to Pubmarket NV, by registered letter, no later than five weeks before the next due date, failing which the agreement will be extended by the same period. If notice is given late, the customer will owe the fee for the next 12-month period.

### Article 11. Termination of the Agreement:

11.1. If the customer commits serious breach of contract and does not remedy this breach within eight days of receipt of a notice of default sent by registered post, Pubmarket NV will be entitled to either (i) suspend the agreement until the customer complies with its obligations, or (ii) terminate the agreement with immediate effect. The failure to pay one or more invoices on their due date will always be regarded as a serious breach of contract.

11.2. On termination of the agreement, the customer must pay all services rendered or purchased by Pubmarket NV, as well as the costs that Pubmarket NV must incur because of this termination. Pubmarket NV is entitled to retain any advance payment that has been made.

11.3. Nonetheless, each party agrees to give the other party a reasonable time to remedy their breach, and to always try and reach an out-of-court settlement first.

11.4. On termination of the agreement, all data on websites that are managed by Pubmarket NV will be deleted without any further notice. This deletion cannot give rise to any liability of Pubmarket NV.

### Article 12. Duty of confidentiality:

12.1. The parties undertake to keep as confidential the commercial and technical information and the trade secrets that they become aware of from the other party, even after the termination of the agreement, and to use such information and secrets only for the performance of the agreement.

### Article 13. Personal data processing:

13.1. Whenever Pubmarket NV processes personal data on the customer's instructions, it acts in the capacity of processor. The customer acts in the capacity of controller for the purpose of processing personal data within the meaning of the Belgian Personal Data Processing Act [Wet Verwerking Persoonsgegevens]. The customer declares that it will comply fully with the controller's obligations as set out in this Act.

### Article 14. Force majeure:

14.1. Force majeure situations such as strikes, public unrest, administrative measures, and other unexpected events over which Pubmarket NV has no control, release Pubmarket NV from its obligations, for the duration of the hindrance and for their scope, without entitling the customer to any price reduction or compensation.

### Article 15. Invalidity:

15.1. If it transpires that one of the articles of these general terms and conditions is invalid, the parties agree to replace this provision with a valid provision that approximates the intention and scope of the invalid provision as closely as possible. This replacement provision will then apply.

### Article 16. Applicable law – competent court:

16.1. Belgian law applies to the agreements of Pubmarket NV. Any dispute relating to the conclusion, validity, performance, and/or termination of this agreement will be settled by the competent district court where Pubmarket NV has its registered office.