

GENERAL TERMS AND CONDITIONS OF SIRIUS GRAPHICS BVBA

The services of Sirius Graphics bvba, represented by Mr. Kris Rackham, with registered office at 9031 GENT, Domien Ingelsstraat 13/101, with company number BE 0665.604.201, are exclusively governed by these general terms and conditions, unless otherwise agreed in writing and mutually recognized agreement.

Through every use of the services of Sirius Graphics bvba, the client confirms that he or she has read and accepted these general terms and conditions. These conditions can be changed and adjusted by Sirius Graphics bvba. Under no circumstances will other general terms and conditions apply and the general terms and conditions of Sirius Graphics bvba always have priority over other general conditions.

These general conditions and professional practices apply to all our offers, work orders, agreements and deliveries.

1 | Acceptance

The entrustment of an order, work or service to Sirius Graphics bvba by the client will result in the acceptance of our sales conditions stated below.

The delivery of production elements to Sirius Graphics bvba with the request and without express reservation to deliver a proposal or design, commits the client to assign the execution of this assignment to Sirius Graphics bvba and to compensate the costs incurred.

General sales conditions which occur on the documents of our clients are not opposable to us. With the exception of prior written agreement, purchase conditions of our clients and customers do not apply and accepting order forms or sending an order confirmation never implies that we accept the purchase conditions of clients, customers and / or third parties.

Sales proposals from Sirius Graphics bvba are always without obligation and subject to acceptance of the products or services to be delivered. Sirius Graphics bvba reserves the right to refuse an order.

2 | Quotations

Prices quoted in our offers only apply to the order or service and during the validity period stated in the offer. Quotations are always drawn up without mentioning taxes, which are always at the expense of the client. Additional works or changes to original quotation data by the client are invoiced separately and settled at the rates applicable at that time.

The client who can benefit from a reduced VAT rate or an exemption from VAT, undertakes to provide the necessary proof at the start of the assignment.

The validity period of a quotation is a maximum of one month for the execution of an assignment within nine months.

The offers of Sirius Graphics bvba cannot bind Sirius Graphics bvba unless they have been signed by the customer or otherwise accepted unmistakably, the customer has adequately identified, and the offers have subsequently been confirmed by Sirius Graphics bvba.

3 | Delivery and execution times

Delivery and execution periods stated by us are always indicative and are, as far as possible, always adhered to as well as possible by us. Possible exceedances of these terms do not entitle the client to compensation, break or cancel the order or agreement, refuse the goods to be received, refuse the works to be performed and / or refuse payment.

4 | Reservation of ownership

Delivered goods and / or works remain the exclusive property of Sirius Graphics bvba until the full payment of the amount due in principal and accessories. Pending payment, Sirius Graphics bvba reserves the right to take back the goods and / or works at the expense of the client, in the original state in which they were delivered and in whose hands they may be.

5 | Intellectual rights

The goods, services and designs and / or works contained therein supplied by Sirius Graphics bvba (including brands, logos, designs, drawings, data, product and / or company names, texts, images, software, etc.) are protected by intellectual property rights (including copyright and trademark rights), belonging to Sirius Graphics bvba or to third parties who have allowed their use to Sirius Graphics bvba. The customer is for whatever reason not entitled to change, copy, distribute, transmit, republish or reproduce any information or content obtained and / or delivered by Sirius Graphics bvba, to publish, to grant under license, to transfer or sell, or to create derivative works of the aforementioned elements. The delivery of goods or services by Sirius Graphics bvba does not imply any transfer or provision of its intellectual rights. The transfer of

intellectual rights (more specifically the copyright and the transfer of reproduction rights) must be explicitly included in a written agreement. Such transfer cannot result from the fact that the creation process was foreseen in the assignment or that this creation process was specifically reimbursed. Also, the transfer of ownership of the material product or the digital data to the client does not give rise to the transfer of intellectual rights. Any infringement of the intellectual rights of Sirius Graphics bvba can be prosecuted in civil and criminal law in accordance with the applicable legislation.

An assignment that relates wholly or partially to the reproduction or processing of any element provided by the client and that falls under the provisions of the legislation on intellectual property rights implies that the client has the right to reproduction rights or right to use or make use of the underlying intellectual rights in any way. The client makes a strong commitment to this to Sirius Graphics bvba. The client therefore indemnifies Sirius Graphics bvba legally and fully for any claim by a third party in any dispute with a third party with respect to this right. Any dispute regarding claims to intellectual rights by third parties gives Sirius Graphics bvba the right to suspend execution of the assignment or its commitments in general until further notice. If for the execution of the assignment the client provides digital files with software and / or fonts, the client protects Sirius Graphics bvba specifically against any dispute regarding the acquisition of the software and the fonts and general against any dispute with regard to the use of the software. Sirius Graphics bvba is not responsible for infringements of intellectual rights of third parties, only the client is liable for all claims of third parties on materials or elements that he makes available to Sirius Graphics bvba.

6 | Attribution

The client cannot object to an indication of the name of Sirius Graphics bvba at a suitable location on websites and printed matter, together with a hyperlink to the website of Sirius Graphics bvba. The client ensures that the entry and the link always appear in the right place and that other elements do not make them unreadable.

Sirius Graphics bvba may always state the name of a client in a list of customers on the website of Sirius Graphics bvba or other business communication. This list can serve a commercial purpose or can be given to third parties for information purposes.

7 | Confidentiality

Each of the parties undertakes not to distribute, communicate, to let distribute or communicate, use directly or indirectly any confidential information, data, applications, methods, know-how and any kind of document that it was aware of during the performance of the contract, unless the other party gave permission in writing beforehand. The obligation of confidentiality provided for in this article applies as long as the information in question is of a confidential nature, including after the end of the contract.

8 | Liability content with regard to third parties

The client is solely and fully responsible for the information he requests from Sirius Graphics bvba to process or distribute. He undertakes to respect all rules or regulations that prevent, restrict or regulate the distribution of a certain type of information. Possible examples of regulations are: code of conduct, protection of private life, respect for intellectual property rights, etc. The client guarantees that third parties cannot assert rights to the data and equipment placed at the disposal of Sirius Graphics bvba. The client protects Sirius Graphics bvba against all claims by third parties on or in connection with the content of the website, printed matter or other publication requested by the client. The client undertakes to compensate Sirius Graphics bvba for all damage and any adverse effects that may result from this.

9 | Cancellation of maintenance and / or hosting website

If the client instructs Sirius Graphics bvba to carry out hosting of a website and / or an update and maintenance of a website and / or updating of online business data, this aspect of the agreement is entered into for an indefinite period. Upon cancellation by any party, the client may have this website hosted by a third party. The client cannot, however, claim the right to transfer specific software used for the website.

10 | Termination of periodic assignments

The client can only deprive Sirius Graphics bvba of an order of a periodic nature, ie an order with recurring partial assignments, with due observance of the notice periods specified below. The cancellation must be served with a registered letter. In the event of non-compliance with the terms, the client will compensate Sirius Graphics bvba for all damage suffered and loss of profit during the non-observed period.

Term of notice:

- 3 months for assignments of a periodic nature with an annual turnover figure up to EUR 7,500.00;
- 6 months for assignments of a periodic nature with an annual turnover figure up to EUR 25,000.00;
- 1 year for assignments of a periodic nature with an annual turnover figure of EUR 25,000.00 or more.

11 | Suspension or cancellation orders

If at the request of the client an order is canceled, or the execution is temporarily suspended, the invoicing will take place at the stage of execution in which the order (wages, raw materials, subcontracts, etc.) is located. The amount charged includes all costs incurred by Sirius Graphics bvba, increased by a conventional fee of 15%. In any case, a minimum amount of EUR 750.00 will always be charged. In the event of an interruption of a given assignment due to a late submission by the client to the documents submitted to him, after one month the order will be invoiced at its execution stage as mentioned above.

12 | Secondment and intervention

Contracts for secondment and / or intervention must be requested to Sirius Graphics bvba at least 24 hours before the start of the assignment.

In the event of cancellation of an assignment to secondment or intervention by the client, after receipt of the request by Sirius Graphics bvba, regardless of the reason for cancellation, the following fees will be due to Sirius Graphics bvba:

- a reimbursement of all hours already worked at EUR 65.00 per hour excluding 21% VAT.
- a flat-rate compensation of EUR 100.00 excluding 21% VAT per half-day for the hours that cannot be performed by Sirius Graphics bvba as a result of this cancellation.

During the execution of a secondment agreement and during a period of 12 months following the end of this assignment, the client undertakes to refrain from engaging persons who carry out this assignment on behalf of Sirius Graphics bvba, irrespective of the capacity in which they are employed, or to call upon them in the framework of an independent cooperation or to employ them in any way whatsoever. The client undertakes, irrespective of which party and for whatever reason, alone or together with others, whether against payment or free of charge directly or indirectly, via a company, a company or another person; not contact these persons seconded by Sirius Graphics bvba, directly or via third parties, with a view to the aforementioned cooperation. In the event of a breach, the client will be obliged to immediately pay a fixed compensation of EUR 25,000.00 to Sirius Graphics bvba, without prejudice to the right of Sirius Graphics bvba to demand additional compensation as the damage suffered by Sirius Graphics bvba exceeds the aforementioned amount. This payment is not considered as compensation but includes the exercise of a subjective right drawn from a conventional clause.

The client undertakes not to exercise authority over persons who carry out assignments on behalf of Sirius Graphics bvba at the client. The client undertakes to issue guidelines only to persons who carry out an assignment on behalf of Sirius Graphics bvba if these guidelines are reasonably necessary for the execution of the assignment as agreed between both parties.

13 | Terms of payment

Our invoices are always payable in the company of Sirius Graphics bvba, at the latest on the due date as stated on our invoices. If no due date is stated, our invoice is payable within thirty days of receipt. The sending of the invoice serves as a reminder to pay.

In the event of non-payment on the due date, any unpaid invoice will legally and without notice of default raise an interest, equal to, depending on the nature of the legal relationship, (i) the statutory interest rate increased by 5% without this interest being lower than 10% per annum, or (ii) the interest rate determined in implementation of the law of August 2, 2002 concerning payment arrears in commercial transactions, in any case increased by a flat-rate compensation of 10% on the invoice amount or the price to cover collection costs caused by non-payment, with a minimum of EUR 75.00 (without prejudice to the right of the creditor to claim compensation for the judicial collection costs caused by non-payment and without prejudice to the right of the creditor to claim compensation for other non-performing items purely caused by non-payment) and all other legally due costs.

In addition, Sirius Graphics bvba then has the right to demand immediate payment of all other invoices due and not yet due and also of amounts for which Sirius Graphics bvba has granted deferment of payment to the client, if applicable. Sirius Graphics bvba then also has the right to suspend the execution of current contracts until the client has fully paid the amounts due.

Sirius Graphics bvba may suspend the execution of the ordered works without notice until payment of the amount invoiced up to that date. If the client does not carry out the payments at the latest 10 days after the suspension of execution or if the client cancels further execution of the order, the order given will be invoiced at its stage of execution.

Any client who places an order with a request to charge it to third parties is jointly and severally liable for the payment thereof.

14 | Proof

If electronic communication between Sirius Graphics bvba and the client is kept on a fixed and unalterable medium, this will be accepted by both parties as evidence to the contrary.

15 | Complaints

Complaints regarding our goods, services or invoices must always be sent to Sirius Graphics bvba in writing and by registered mail within seven calendar days after delivery or execution, or after the invoice date.

16 | Liability

In the event of a mistake or poor workmanship, the liability of Sirius Graphics bvba is limited exclusively to the performance of the required improvements and cannot give rise to any compensation, except in case of intentional or serious misconduct of Sirius Graphics bvba, its personnel or subcontractors. Sirius Graphics bvba is not liable for any adverse consequences and damage resulting from:

- any modification and / or addition to the content of the site by third parties and / or by the customer, including acts of hackers
- any use that third parties would make of the information and data made available on the website
- the use of hyperlinks that damage the rights of third parties

Sirius Graphics bvba is never liable for the indirect damage caused to the client, for example, loss of profit. The liability of Sirius Graphics bvba is in any case limited to the amount of the contract (with the exception of hosting), ie the amount that the client would have paid if the work had been carried out to the satisfaction of the client, with the exclusion of loss of profit, loss of turnover, loss of income, production limitations, administrative or personnel costs and / or third-party claims.

17 | Force Majeure

Cases of force majeure, and more generally, all circumstances that hinder, reduce or delay the execution of the order by Sirius Graphics bvba, or that still cause excessive aggravation of the fulfillment of the commitments entered into by him, release Sirius Graphics bvba from any liability and allow him, depending on the case, either to shorten his obligations or to terminate the contract or to suspend performance, without being obliged to pay any compensation. Are considered as such: war, civil war, mobilization, riots, strike and lock-out, both at Sirius Graphics bvba and at its suppliers, machine breakdown, computer virus or bug, fire, water damage, interruption of means of transport, supply difficulties in raw materials, materials and energy and restrictions or prohibitions imposed by the government.

18 | Disputes

In the event of any dispute regarding the conclusion, the validity, the interpretation or the execution of these conditions and the agreements derived therefrom is settled, only the Courts and Courts of the judicial district of Antwerp, department Antwerp are competent. Only Belgian law applies. Not claiming a right or not applying a sanction by Sirius Graphics bvba never implies a waiver of rights. The possible nullity of one of the provisions of these general terms and conditions does not result in the nullity of all its provisions.