



GENERAL TERMS AND CONDITIONS

1. The Calysta approach

The general terms and conditions hereunder (“**Conditions**”) have been drafted so that they are kept **simple, clear** and **user-friendly**. **Plain language is used** wherever possible. These Conditions aim at: (i) having clarity around the relationship between Calysta and any party making use of Calysta’s services and (ii) **preventing disputes**.

These Conditions will apply and you agree to be bound by them whenever Calysta renders services to you or has any relationship with you. By the simple fact of you making use of Calysta’s services, you agree that these Conditions are **binding and enforceable**.

Calysta and any party bound by these Conditions, agree to apply them in **good faith** and to the exclusion of any other terms.

2. What are Calysta’s obligations?

- a. Calysta NV/SA, a limited company under Belgian law with register number BE 0686.655.773 and registered office at 5A Lambroekstraat, 1831 Diegem (Belgium) and its employees and representatives (“**Calysta**”) will supply the services (“**Services**”) in a **timely** and **professional** manner, **but Calysta does not guarantee a certain result** (reasonable effort obligation).
- b. If the Services do not meet the above standards, Calysta will, where relevant, **re-perform** the defective Services free of charge. You agree that this is your exclusive **remedy against Calysta** for defective Services.

3. What does Calysta expect from you to deliver its Services?

- a. You will:
 - **co-operate with Calysta** in all matters relating to the Services;
 - provide Calysta **in a timely fashion** with the information and materials Calysta requires to supply the Services, and ensure that such information is complete, accurate and up to date;
 - provide Calysta with **contact details** (email or postal address) that are **always up to date**;
 - obtain and maintain all necessary **licenses and consents** required for the Services;
 - comply with all **applicable laws**; and
 - comply with any additional **obligations** that would have been agreed to.
- b. **If you fail to comply** with your obligations above, or otherwise prevent or delay the performance of Calysta’s obligations under the Agreement (“**Client Default**”):
 - Calysta may **suspend performance** of the Services until you remedy the Client Default;
 - Calysta **is not liable** for any costs or losses you incur because of the Client Default ; and
 - **you will reimburse Calysta** for any costs or losses it incur because of the Client Default.



4. What are our fees, charges and expenses?

- a. Unless there is a written fee agreement providing for a different mechanism, Calysta is entitled to charge the fees and you agree to pay the fees (“**Fees**”) in accordance with Calysta’s standard fee rates (“**Standard Rates**”).

Calysta reserves **the right to modify the Standard Rates at any time**. The applicable Standard Rates are available on the Client portal or are communicated to you by email.

The applicable Standard Rates are those in force at the time you order the Services.

- b. Calysta will charge you, and you agree to pay, the cost and/or expenses of **services provided by third parties or taxes or equivalent costs charged by authorities and/or governments** required for the performance of the Services (“**Charges**”) (except when the third-party provider invoices the Charges directly to you). These Charges may be increased by handling and/or currency risk fee by Calysta.
- c. Calysta will charge you, and you agree to pay, any out-of-pocket expenses reasonably incurred for the performance of the Services including travelling expenses, hotel costs subsistence and any associated expenses (“**Expenses**”).
- d. You agree that If Calysta provides an **estimate** of its Fees, Charges or Expenses, this estimate is **indicative**.
- e. You agree that Calysta is entitled to require and invoice an advance payment at any time before starting or during the performance of the Services.
- f. You agree to pay Calysta’s invoices **within 30 days** of the date of the invoice.
- g. All fee quotes and the Standard Rates are without VAT, Calysta will however charge you and you agree to pay to Calysta the applicable VAT amounts at the same time as payment is due for the supply of the Services.
- h. You should address any contestation of an invoice within 15 days after the issuance of contested invoice.
- i. **If you fail to make a payment** by the due date:
- you agree to pay to Calysta **interest** on the overdue sum, whether before or after judgment. Interest will accrue each day at 8% a year;
 - you agree to pay to Calysta an **agreed compensation** of 10% of the overdue sum for the losses Calysta incurred; and
 - Calysta may **suspend** the supply of Services.
- j. You agree that all amounts due under the Agreement must be paid in full **without any set-off or deduction**.

5. How to we deal with intellectual property rights resulting from the Services?

- a. Calysta is the exclusive owner of any intellectual property rights pertaining to the deliverables it produces as part of the Services (“**Deliverables**”).
- b. Calysta grants you a fully paid-up, worldwide, non-exclusive, royalty-free and irrevocable **license to copy and modify the Deliverables** for receiving and using the Services and the Deliverables in your business.



6. Limitations of liability

- a. You agree that Calysta's total **liability** for damages that it may cause to you (including the loss of an intellectual property right) in connection with the relationship between the parties, whether in contract or in tort, **is limited to** the lesser of 250.000 EUR or a maximum of 300% of the total fees paid by you to Calysta in connection with the Services that have given rise to the damages.
- b. The right to indemnification expires if no action is instituted by you within 3 months as from the day you have had knowledge of our failure to meet one of our obligations or other event that gives rise to Calysta's liability.
- c. The limitations in this clause do not apply to:
 - death or personal injury; or
 - losses resulting from Calysta's fraud or willful misconduct.
- d. **You agree that Calysta will never be liable** to you for loss of profits, business, anticipated savings, or for any indirect or consequential loss.

7. What are the parties' confidentiality obligations?

- a. **Neither party will disclose** to any person any confidential information concerning the business, affairs, customers or suppliers of the other party, except as permitted below.
- b. **Each party may disclose** the other party's confidential information:
 - to its employees, advisers or subcontractors who need to know such information for the purpose of the Services. In that case, the disclosing party will ensure that its employees, advisers and subcontractors who receive such information comply with this clause 7; and
 - as may be required by law, a court of competent jurisdiction or any governmental authority.

8. Suspension of services

- a. You agree that Calysta has the right to **suspend** the supply or performance of Services, including ongoing Services, if you fail to pay any amount due under the Agreement or to comply with any other obligations under the Agreement, including the obligations outlined under clause 3.a.
- b. In the event Calysta suspends the supply or performance of Services, **Calysta is not liable** for any costs or losses you incur because of the suspension of the Services

9. Circumstances beyond our reasonable control – Force Majeure

Neither of the parties is liable for delay or failure to perform any of its obligations if such delay or failure results from circumstances beyond their reasonable control. In such circumstances, the affected party is entitled to a reasonable extension of the time for performing such obligations.



10. Miscellaneous matters

- a. These Conditions will always apply and override any other agreement between the parties, unless a written agreement between the parties is entered into whereby the application of these Conditions is explicitly excluded.
- b. If any provision of these Conditions is **invalid, illegal or unenforceable**, the parties will negotiate in good faith to amend such provision so that it achieves the intended commercial result of the original provision, without entailing the nullity of the Conditions.

11. Changes

Calysta may, from time to time, amend these Conditions. Any changes Calysta makes to the Conditions will be posted on Calysta's website and, where appropriate, notified to you by e-mail. Calysta invites you to check back on a regular basis to see if any updates or changes have been made to these Conditions.

12. How do we resolve disputes?

- a. Both parties will try to resolve any dispute **amicably**. If they are unable to do so, the courts of **Brussels** will have exclusive jurisdiction to settle any dispute related to these Conditions.
- b. These Conditions are governed by the **law of Belgium**.