

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** and valid for a period of 30 calendar days.
- 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. Client Portal

In order to enhance Calysta's interaction with its clients and their access to information relating to them, as well as allowing a more flexible way of communication and of transfer of information, Calysta has put in place an online portal for its clients ("the Client Portal" or "the Software as a Service (SaaS)"). The terms of use of this Client Portal are listed in **Annex 1** and are an integral part of our General Terms and Conditions.

11. 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.

12. 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.

13. 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**.

ANNEX 1 – Client Portal (Terms of Use)

These terms of use ("the Terms of Use") have a contractual value and apply to the use of the Client Portal, including the use of the information offered on the Client Portal. The Terms of Use must be read in conjunction with any other applicable terms governing our relationship with our clients and they are in addition to our General Terms and Conditions and privacy policy (available on our website). In case of contradiction between the Terms of Use and our General Terms and Conditions, the Terms of Use will prevail with respect to the use of the Client Portal.

By using the Client Portal you agree to be bound by the Terms of Use and you represent that you have the authority to bind the Client / the Authorized User with respect to the Terms of Use. If you do not accept the Terms of Use, you must refrain from using the Client Portal. If you continue to use the Client Portal, you will be deemed to have accepted the Terms of Use.

We may modify the Terms of Use at any time, and such modifications will become effective immediately upon posting the modified Terms of Use on the Client Portal. Any use of the Client Portal by you after any such modified Terms of Use have been posted will be deemed acceptance by you of the modified Terms of Use.

We reserve the right to terminate with immediate effect your ability to access the Client Portal if you breach the Terms of Use.

In the Terms of Use:

- ^ the expressions "we", "us" and "our" are a reference to Calysta. "Calysta" means 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);
- ^ the expression "the Client" is a reference to any client to whom Calysta has invoiced services and/or for which Calysta is appointed as representative of IP assets in official registers and which is entitled to use the Client Portal;
- ^ the expression "Authorized User" refers to a person which is not a Client but which is expressly authorized by Calysta to use the Client Portal on behalf of a specific Client;
- ^ the expression "you" refers to any user of the Client Portal, i.e. a Client or an Authorized User.

1. Accessing and using information on the Client Portal

We have sole discretion to decide which types of documents and data can be uploaded, downloaded or viewed on the Client Portal.

In order to be able to access the information offered on the Client Portal, you may need to use a specific user ID, email address or other login information, such as a password (**Login Information**). You must not disclose your Login Information to any person or otherwise allow any person to access the Client Portal using your Login Information. In the event the Client wishes a third party to have access to the Client Portal, said third party must be approved in written by us prior any access and the becomes an "Authorized User". In such an event, we will provide the Authorized User with personal Login Information. We have sole discretion to decide granting any access to third parties proposed by the Client and thus to determine who can become an Authorized User.

You are **solely responsible** for (1) authorizing, monitoring, controlling access to and maintaining strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any changes or damage that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing us in writing of any need to deactivate a username due to security concerns or otherwise. We are not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use the Client Portal using your username or password.

You must not access or use the Client Portal for any purpose that is **unlawful**.

You must take your **own precautions** to ensure that the process which you employ for accessing the Client Portal does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Client Portal.

You agree to **indemnify** us and our employees and agents against all actions, claims and demands (including the cost of defending any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using your Login Information (whether or not you have authorized that person to use your Login Information) to comply with the Terms of Use.

In order to keep track of the use of the Client Portal, Calysta has put in place a system where the access and the operations on the Client Portal are **recorded**. You accept that such tracking will constitute evidence of such access and operations.

2. Warnings regarding information on the Client Portal

The information contained on the Client Portal is provided by us in **good faith** on an "as is" basis and all users must verify the information before using it in any way. We do not give any warranty that the information contained on the Client Portal is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on the Client Portal.

In particular, where the information made available on the Client Portal contains opinions or judgements of third parties, we do not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice.

3. Specific use of the Client Portal

a. Consultation and downloading of documents, data and other information by the Client or the Authorized User

When consulting or downloading documents, data or other information from the Client Portal, the Client or the Authorized User will make sure **not to alter** in any way the information present on the Client Portal.

b. Adding documents, data and information

We shall not be responsible for verifying the origin, accuracy or completeness of any document, data or information downloaded by the Client or the Authorized User onto the Client Portal. The Client or the Authorized User shall make sure that all document, data or information downloaded by it onto the Client Portal **can lawfully be so downloaded**.

c. Giving instructions

Any instruction given to us through the Client Portal shall be **irrevocable**, unless we confirm the revocation or change in the instruction before it is carried out. Proof of the instruction (or absence of instruction) given to us by the Client or the Authorized User can be based on the information contained in the Client Portal.

4. Service Availability

We will use our **best efforts** to provide **24 hours daily** availability of the Client Portal. However, we make no representation or warranty that 24 hours service will be available, especially since a third party provides the software and hosting of the Client Portal. You agree and acknowledge that the Client Portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or other mechanical or electronic failures.

5. Limitation of liability

You agree that We shall **not be responsible** for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Client Portal. We are not responsible for any problems or technical malfunctions of any telephone or fiber network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email to be received by us on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any damage to your computer or peripherals related to use or downloading any materials from the Client Portal.

We do not accept responsibility for any loss or damage, however caused (including through negligence), which any person may directly or indirectly suffer in connection with or arising from your use of the Client Portal or your use of or reliance on information contained on or accessed through the Client Portal. You acknowledge that the Client Portal is hosted by a third party and, without limiting the terms of this disclaimer, that we are not responsible for the act or omission of any third party.

This disclaimer set out in the Terms of Use does not attempt to exclude or limit liability if, and to the extent, such liability cannot be lawfully excluded or limited or if it would be abusive. In particular, nothing in the Terms of Use purports to limit or exclude any liability for fraud.

You agree that the limitations and exclusions set out in the Terms of Use are **reasonable** having regard to the relevant circumstances and the use you are permitted to make of the Client Portal.

6. Intellectual Property

a. General

Except as expressly authorized by the Terms of Use or by us for a specific Client, you may not in any form or by any means, without our written permission, use any part of the Client Portal or any data or information obtained from the Client Portal for any purpose other than the business activities of the Client. Except as expressly authorized by us, you may not commercialize any data, information, products or services obtained from any part of the Client Portal.

Any adaptation, reproduction, distribution, publication or creation derivative works from any part of the Client Portal, or any data or information obtained from the Client Portal is subject to our rights pursuant to article 6 of the Terms of Use.

Intellectual Property in the Client Portal, including but not limited to copyright (including text, graphics, logos, icons, sound recordings, graphic interfaces and software), may be owned or licensed by us. Information procured from a third party may be the subject of intellectual property right owned by that third party.

b. Patent

The Client Portal technology is protected under the Granted patent BE1029115B1 owned by us.

c. Trademarks

The Client Portal includes different trademarks owned by us, a.o.

EU figurative trademark reg. nr 018002551 

EU semi-figurative trademark reg. nr 018002552 

EU word trademark reg. nr 017523581 **CALYSTA**

You **must not use** any of our trademarks

- ▲ in connection with activities, products or services which are not ours;
- ▲ in a manner which may be confusing, misleading or deceptive;
- ▲ in a manner that disparages us or our information or services (including the Client Portal).

You must not authorize or assist any person to do any of the acts specified above.

d. Ownership

For all items that would not be covered under 6. a, b and c, all content, including imagery and documentation that is published on the Client Portal is the **property of Calysta**, unless evidence to the contrary is provided.

7. Restricted Use/Confidentiality

Unless we agree otherwise in writing, you are provided with access to the Client Portal for your use only in the framework of your relationship with Calysta. Without limiting the foregoing, you may not without our written permission on sell nor share information obtained from the Client Portal to any third party. These **obligations of confidentiality** do not apply to any information which is already in the public domain, other than through a breach by you of this obligation, or which is required to be disclosed by law or a regulatory body.

Unauthorized copying of the Portal or part thereof is **expressly forbidden**. You agree that You will neither copy or duplicate or permit anyone else to copy or duplicate the Client Portal or part thereof, or (attempt) to create, or permit others to (attempt to)

create, by reverse engineering or otherwise, the SaaS or any part thereof from the Portal or from other information made available under the terms of Use.

8. Privacy Policy

We undertake to comply with the terms of our privacy policy which is accessible at http://www.calysta.eu/wp-content/uploads/2018/12/Calysta-privacy-policy_Website.pdf

9. Security of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, **we do not warrant** and cannot ensure the security of any information which you transmit to us through the Client Portal and vice-versa.

10. Annual subscription fee

After a free of charge test period of 3 months and upon your explicit acceptance, the access to the Portal (silver and gold versions) is subject to the payment of an upfront annual subscription fee.

Unless otherwise instructed one month before the expiry of the subscription, the subscription will be renewed **automatically** for a period of one year.

This annual subscription fee does not cover integration and update in the Portal of data related to IP rights CALYSTA is not in charge of (i.e. IP rights portfolio managed by another IP firm or directly by You). Such integrations and updates can be dealt with by CALYSTA on the basis of a flat fee previously communicated and agreed upon by You.

11. Termination and Suspension of Access

Access to the Client Portal may be adapted at any time by us without notice. It can be terminated with a **reasonable notice** and it will in any event be terminated at the moment that you are no longer a Client. The Terms of Use will nevertheless survive any such termination.

In addition, access to the Client Portal may be **suspended** in the event the Client does not comply with its obligation in our relationship, including in case of non-payment of our invoices.

In the event that you would require that information that is kept on the Client Portal is communicated to you when your access is terminated, you should inform us by email

within six months from the termination of such access. After such period, we will not be under any obligation to communicate any information that is or was on the Client Portal.

12. Termination of relationship

In the event of termination of the relationship between the Client and us, the Client (or its Authorized Representative) shall **retrieve** from the Client Portal the data and information relating to it (as of the date of the end of the relationship), in order to transfer the necessary information and documentation to the person which would take-over our role. Such retrieval should take place no later than two weeks after the relationship is terminated.

13. Cookies

We may collect general information such as the pages you access, the date and time of your visit, IP address, and the domain name and country from which you access the Client Portal. This includes the use of "cookies". You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of the Client Portal may become inaccessible or not function properly.

14. General

We accept no liability for any failure to comply with the Terms of Use or our engagements regarding the Client Portal where such failure is due to circumstance **beyond our reasonable control**. If we waive any rights available to us under the Terms of Use on one occasion, this does not mean that those rights will automatically be waived on any other occasion. If any of the Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use shall nevertheless continue in full force.