

Karma Agency – General Terms and Conditions

Definitions

For the purpose of these General Terms and Conditions, the following definitions shall apply:

"GTs&Cs mean this document, entitled General Terms and Conditions, as published on the site, or its reproduction on any contract, setting out the general terms and conditions applicable between the Parties and the purpose of which is to define the conditions under which K.A. carries out the Services entrusted to it by the Client and which K.A. has accepted, as well as the Parties' obligations.

"Client" means any company (within the meaning of Article I, 8 (39) of the Belgian Code on Economic Law), including its employees, which requests and/or obtains Services of any kind from K.A.

"Special Conditions" mean any contractual document and its appendices whose purpose is to detail the nature of the Services to be provided by K.A. to the Client (including an Offer), in particular their duration, the conditions and place of performance of these Services, the terms for monitoring the Services as well as the financial conditions (price, payment terms etc.).

"Contract" means any contract entered into with the Client for the provision of Services by K.A., consisting of the General Terms and Conditions and any Special Conditions, as well as any amendments to them, which form a single document.

"K.A." means Karma Agency SRL, registered with the Crossroads Bank for Enterprises (CBE) under number 0767.914.851, and all its employees.

"Offer" means any purchase order, proposal, offer, quotation, draft contract or other similar document communicated by K.A. to the Client, at the Client's request, with a view to the performance of Services by K.A.

"Provision(s)" mean all services and/or sales made in pursuance of the Contract.

"Party" means either K.A. and/or the Client.

"Site" means the K.A. website <https://karma.agency/>

"Subcontractor" means any third party to the Contract, to whom K.A. subcontracts the performance of all or part of the Services

Subject – Scope – General information

2.1. The GTs&Cs shall apply to and govern all contractual relations between K.A. and the Client in the context of the performance of all Services, without prejudice to the application of any other Particular or Specific Conditions set out in a separate written agreement, which shall prevail over or derogate from the GTs&Cs.

2.2. The GTs&Cs are published on the Site to enable the Client to acquaint themselves with the GTs&Cs within the meaning of Article 5.23 of the Belgian Civil Code.

Acceptance of an Offer or Contract which refers to the GTs&Cs, in any form whatsoever, implies the unconditional acceptance of the GTs&Cs by the Client.

The absence of any immediate dispute of the GTs&Cs as a whole or of some of the clauses after the sending of any document from K.A. to the Client (email, letter, Offer, Contracts, invoice, etc.) referring to the Site where the GTs&Cs are available to read constitutes unconditional acceptance of the GTs&Cs within the meaning of Article 5.23 of the Belgian Civil Code.

2.3. The Client expressly acknowledges and accepts that the acknowledgement and acceptance of the GTs&Cs made available by K.A. in a language other than French is equivalent to the acknowledgement and acceptance of the GTs&Cs in French, which constitutes the official version.

2.4. In the event of acceptance of the Offer or the Contract referring to the Client's general terms and conditions and conflicts between these GTs&Cs and the Client's general terms and conditions, the incompatible clauses of the general terms and conditions of each of the Parties shall be null and void, without prejudice to the formation of the Contract in accordance with Article 5.23 of the Belgian Civil Code.

Notwithstanding the previous paragraph, a Contract shall not be constituted if K.A. expressly indicates beforehand or without undue delay after receipt of the acceptance that it does not wish to be bound by such a Contract.

In any event, the Contract shall only be deemed to have been concluded after K.A. has received the payment of the deposit referred to in Article 7.1.

2.5. The GTs&Cs shall come into force on the date of signature or acceptance by the Client on the Offer or Contract.

The GTs&Cs may be changed unilaterally at any time by K.A., which undertakes to inform the Clients concerned by email or any other equivalent means. These changes will be applicable as of this information unless, without undue delay, the Client expressly indicates that it does

not wish to be bound by these changes, in which case the previous version of the GTs&Cs applicable to the Offer or the Contract will remain applicable

Offer – Acceptance

3.1. Offers are drawn up on the basis of the requests made and the information provided by the Client, who must provide all accurate, essential and requested information for the performance of the Services. Any Offer shall not be binding on K.A. if elements are changed by the Client after the Offer has been communicated.

All Offers are valid for one (1) month, unless expressly stated otherwise.

The mere communication of prices, rates and conditions does not imply an Offer and does not entail any obligation on the part of K.A.

3.2. All additional requests made by the Client after acceptance of an Offer and/or conclusion of a Contract can only be accepted i) after written confirmation signed by K. A and ii) the Client's written agreement to the price proposed by K.A. to carry out such requests.

3.3. K.A. may revise the price of services not yet carried out on the basis of an increase in parameters which represent a real cost in the price (such as, but not limited to, the prices of raw materials, computer equipment or components, energy, supplies, the cost of labour or Subcontractors, etc.). In this case, the part of the price that represents the above-mentioned costs shall be increased by the same amount, up to a maximum of eighty per cent (80%) of the total price for the performance of the Services. K.A. may revise the prices several times until the complete performance of the Services, as long as the price adjustment remains limited to a maximum of eighty per cent (80%) of the original price.

Such a price revision may take place as soon as the cost of one of the parameters that represent a real cost in the price increases, compared to the date of conclusion of the Contract, by a minimum amount of 10%.

The Client will be notified of a price revision in accordance with this article by e-mail or any other equivalent means. The amended prices shall take effect upon notification of the price adjustment.

If this clause is applied and the Client does not agree with the revised prices, the Client shall be entitled to terminate the Contract in accordance with Article 8.1.

Obligations of the Client and K.A. – Instructions and performance of the Services – Deadlines

4.1. The terms and duration of the Services are set out in the Offer or the Contract.

The deadlines for the performance of the Services set out in the Offer are given as an indication and are given in good faith. They only start to run (i) on the working day on which K.A. approves the sufficient quality and completeness of all the elements provided by the Client necessary for the performance of the Services or their stages of progress and (ii) the payment of the deposit provided for in Article 7.1.

The performance deadlines for which K.A. is responsible will be automatically extended if the causes for a delay are due to a force majeure, including technical or computer problems beyond the control of K.A. or its Subcontractors, or if the causes for the delay are due to the Client's failure to perform its obligations.

4.2. K.A. is not obliged to accept instructions from the Client other than in writing and may refuse to carry out incomplete or apparently incorrect instructions.

K.A. shall be entitled to refer to any instructions, requests, information or approvals from the Client or from any person reasonably appearing to act on behalf of the Client.

Where it deems appropriate, and at its sole discretion, K.A. shall communicate in writing its understanding of the Client's requests, instructions or approvals. If the Client fails to return written confirmation within a period of time that allows K. A. to meet the agreed delivery deadline, K. A. shall be free to suspend the performance of the Services until receipt of this confirmation. In this case, the agreed deadline shall be extended by the period of suspension of performance of the Services.

Any delay in performance may under no circumstances give rise to the termination of the Contract by the Client, nor to any claim for compensation by K.A.

If the Client has provided inaccurate or incomplete information and/or if the instructions given to the Client have not been correctly followed, K.A. is entitled either (i) to terminate the Contract to the detriment and grievance of the Client or (ii) to charge the Client for the additional Services which it has had to carry out for this purpose.

4.3. Client's obligations:

- To enable K.A. to perform its Services, the Client is obliged, depending on the nature of such Services:
- to actively collaborate with K.A.: The specific nature of the Services performed by K.A. may imply the necessary involvement of the Client, at the request of K.A. More

generally, the Client agrees to facilitate the performance of the Services by K.A. and to provide all necessary instructions for this performance, in writing.

- to provide any changes related to its business: The Client agrees to inform K.A., in writing, of any change within its company that could be related to the performance of the Services, in particular a change of address, modification of its equipment, etc.
- to provide the documents, materials and information requested by K.A. and to verify its copyright, its reproduction rights and its property rights on all elements communicated to K.A. for the performance of its Services. When the technical nature of certain work or the Client's specific environment requires it, the Client agrees to provide the documents or information on the tools or programmes necessary for the Service Provider to perform the Services. It is possible that the material supplied by the Client may be adversely affected by the production processes or that it may be damaged or lost. Consequently, the Client agrees to provide K.A. with copies, and not originals.
- To comply strictly with the technical recommendations made by K.A.
- If the Client fails to fulfil the aforementioned obligations, K.A. is exempt from any liability for any adverse consequences that may result from this.

4.4. K.A.'s obligations:

- K.A. carries out the assignment in a careful and qualitative manner, in accordance with a company in the same sector exercising a standard level of care;
- K.A. has the right and is authorised by the Client to have all or part of the Services carried out by Subcontractors;
- K.A. will make every effort to avoid variations or deviations in colour tones, gradations and scales. However, absolute consistency or match specifications cannot be guaranteed by K.A. as papers, dyes and other materials may be subject to manufacturers' batch changes and there may be modifications during the production or publication processes. This also applies to monitors, screens and all forms of visual displays and media.

Property

5.1. Even if they are delivered before full payment of the amounts owed by the Client (in principal, costs and interest), the output of the Services shall remain the property of K.A. until these amounts are paid in full.

5.2. Notwithstanding the reservation of property expressed above, the delivery of the goods entails the transfer of the risks to the Client.

Claims

6.1. The output of the K.A. Services must be checked immediately upon delivery or at each stage of delivery.

Any claims regarding the conformity and visible defects of the output of the Services must be communicated to K.A. by email or any other equivalent means of communication, accompanied by a detailed description of the defects, sent within 48 hours of delivery.

Claims relating to hidden defects must be communicated to K.A. by registered letter, accompanied by a detailed description of the defects discovered, sent within 5 days of their discovery.

If the above deadlines are not met, K.A. may consider any claim to be inadmissible and may not be held liable for any damage caused by visible or hidden defects. The Client shall be deemed to have waived all claims in relation to such defects or flaws.

6.2. Any invoice which is not contested in writing within five days of its issue shall be deemed to have been accepted.

Terms of payment

7.1. The price, as consideration for the performance of the Services, is determined in the Special Conditions.

Invoices shall be issued and sent to the Client as provided for in the Special Conditions. Unless otherwise specified, the amounts due for the Services are payable as follows:

- As an advance payment, 30% of the total amount due to K.A. for the performance of the Services must be paid within fifteen (15) days of the acceptance of the Offer;
- The balance due by the Client shall be paid at the latest within thirty (30) days of the date of the invoices issued as the Services progress and/or after delivery.

7.2. If an invoice is not paid in full by the due date, the Client shall be liable, in accordance with the law and without prior notice, for late payment interest at the rate provided for in the Belgian Act of 2 August 2002 on combating late payments in commercial transactions, as well as lump-sum compensation amounting to 15% of the unpaid amount of the invoice with a minimum of €100.00 by way of indemnity clause (Article 5.88 of the Belgian Civil Code), without prejudice to the possibility of seeking compensation for the loss actually suffered if this is greater. Any other outstanding collection costs shall also be borne by the Customer.

Breach of Contract

8.1. Apart from any breach of their contractual obligations, the Parties may terminate the Contract by registered letter.

In the event of termination by the Client, K.A. shall be entitled to invoice, on the basis of the agreed price, all Services already carried out. The output of the Services provided up to the date of termination shall only be handed over to the Client after receipt of the full amounts due in this respect, in principal, costs and interest.

In any event and regardless of the time of termination, K.A. shall not be obliged to reimburse the deposit already paid by the Client as a forfeiture clause.

8.2. The Contract may be terminated by a Party, without prior intervention by a judge, if the other Party fails to fulfil any of its obligations under the Contract.

The Party wishing to terminate the Contract must notify the other Party by registered letter, indicating in detail the breaches of which it is accused.

If the other Party fails to respond within 15 days of the notification of termination, the Contract shall be terminated. Within the same time period, the Party alleged to be in breach of its obligations has the option of i) disputing the termination and the alleged breach or ii) taking steps to remedy the alleged breach or iii) accepting the termination.

In case (ii), if the breaches are satisfactorily remedied within the 15-day time period, the Contract shall not be terminated.

8.3. The Contract may also be terminated by the Parties, in exceptional circumstances, when it is clear that the Party who has not performed their obligation, after having been put on notice to do so, within a period of 5 days of sufficient assurances of the proper performance of its obligations, will not perform them on the due date and that the consequences of this failure to perform are sufficiently serious for the Party who is owed such an obligation.

8.4. Without prejudice to the preceding articles, in the event of termination, the Party who has not performed their obligation shall be entitled to claim compensation for its loss corresponding to the full performance of the Contract, in accordance with Article 5.90, para. 4 of the Belgian Civil Code.

Liability

- 9.1. K.A. is bound by obligations of means, unless expressly agreed otherwise.
- 9.2. K.A. cannot be held liable for the consequences of incomplete or incorrect instructions given by the Client.
- 9.3. K.A. is not liable for any delays, defects or other failures resulting from a cause of force majeure or events beyond its control (including but not limited to power failures, telecommunication network failures, illness, service incidents), or if the causes for the delay are related to the failure to perform obligations incumbent on the Client.
- 9.4. K.A. cannot be held liable for any loss or damage to the material supplied by the Client.
- 9.5. K.A. expressly declines all liability for the content of the information provided by the Client and for the use that the Client makes of the IT projects carried out on its behalf. K.A. is not responsible for the content (editorial, graphic, commercial, etc.) of the Services ordered by the Client and may not under any circumstances be held liable following any action or recourse by third parties resulting from information, images, sounds, texts, videos and, in general, any document contrary to the legislation and regulations in force.

In this respect, the Client assumes full responsibility for the content of the information, images, sounds, etc. that it publishes on its website and/or are in its computer programmes. The Client declares being fully aware of their obligations as owner and user of the computer products that K.A. produces for them (website, interface, etc.). As such, they are responsible for their use both in terms of intellectual property rights and in terms of the protection of privacy and the prohibition of the dissemination of statements and/or images that contravene the law and/or public decency.

- 9.6. Without prejudice to mandatory legal provisions to the contrary, K.A. shall only be liable for damage caused by itself due to non-compliance with its own legal or contractual obligations, if and insofar as the damage was caused by its wilful misconduct, fraud or gross negligence, except in cases of force majeure. K.A. shall not be liable for other errors, in particular fraud or gross negligence on the part of a Subcontractor, without prejudice to the specific provisions concerning website hosting and the provision of servers by Subcontractors.

Furthermore, K.A. is in no way liable for defects caused directly or indirectly by the fault or negligence of the Client themselves or of a person acting on their behalf and/or in their name, nor of a third party.

9.7. In the event that K. A. is held liable for any damage whatsoever, K.A.'s liability is limited to a maximum of the value invoiced to the Client, or corresponding to the part of the Services to which the liability relates. In any event, this amount may not exceed the lowest amount covered by its civil liability insurance.

In all cases where the Client claims damages and intends to hold K.A. liable, the Client must take all necessary steps to limit and reduce this damage.

Website hosting

10.1. This article applies only to the website hosting Services provided by K.A.

The Client expressly accepts that the hosting of the website is entirely entrusted to a specialised Subcontractor whose identity will be specified by K.A. in the Contract. The Client fully and completely discharges K.A. from all liability for any failure of the hosting service that is not due to a direct fault of K.A. and agrees to hold only the Subcontractor liable for any damage incurred as a result.

10.2. Unless expressly stated otherwise, the Services relating to the hosting of the Client's website by K.A. are the subject of an open-ended contract and will be invoiced annually, in advance, at the price agreed between the Parties and payable within thirty (30) days of the invoice date. The provisions set out in Article 7.2 of these general terms and conditions shall apply to these invoices.

Furthermore, in the event of non-payment of an invoice on the due date by the Client, K.A. reserves the right to suspend its services relating to the hosting of the Client's website. K.A. cannot be held responsible for any damage resulting from this suspension.

10.3. The Parties may terminate the website hosting Contract by sending a registered letter to the other Party three (3) months before the contract's anniversary date.

Apart from this case, any early termination of a current hosting contract will result in the payment of an amount equivalent to one year of the hosting contract as well as a lump sum of €150.00 for the closure of the file.

Intellectual property rights

11.1. Unless otherwise agreed in writing and without any consideration other than the price agreed in the Contract duly concluded between the Parties, K.A. transfers in full, definitively, to the fullest extent possible and in full ownership to the Client all intellectual property rights or copyrights or related rights of a proprietary nature, as defined in the Articles XI.164 et seq. of the Belgian Code on Economic Law, relating to copyright and related rights as well as to

the legal protection of computer programs, if any, generated and/or produced by the Services of K.A. referred to in the Contract, for the entire legal duration of these rights, including any extensions.

11.2. When the Client provides, directly or indirectly, material or visuals to K.A., the latter cannot be held responsible for problems relating to the intellectual property rights attached to them.

11.3. In the event of use by K. A. of materials or visuals belonging to a third party for inclusion in publications or any other form of production, the Client may not use them in any other production or modify them, in part or in full, without the specific written approval of that third party.

Confidentiality

12.1. In general, the Parties agree to maintain the privacy and the confidentiality of the Confidential Information to which they will have access in the performance of the Contract. The Parties also agree to prevent, by all means, the reproduction and use of documents or information originating from the Client not expressly related to the Services.

This confidentiality obligation will remain in effect for an indefinite period of time.

12.2. The Parties agree that Confidential Information includes, but is not limited to, the following:

The Client's Data,

- Any information, analysis, study and other documents in any form whatsoever relating to the existence and content of discussions between the Parties concerning the Services,
- K.A.'s methodologies, products, tools and software, materials, industrial models and data, as well as any updates, modifications, or additions to these,
- Other information identified as confidential by K.A.
- Information relating to the Client's customers, prospects, business relations, partners, whether companies or individuals, as well as the Client's accounts, products, files and internal documents,
- The Client's information relating to their business, their projects in the functional and technical fields, even those not expressly related to the Services,
- Information relating to the management, commercial operations and administrative, financial and marketing activities of the Parties, even those not expressly related to the Services.

12.3. The Parties may disclose Confidential Information when required to do so by applicable laws and/or regulations. However, they shall give prior notice to the other Party to allow it to exercise any legal means to obtain a measure of protection.

Similarly, the Parties shall refrain from communicating the Confidential Information to any third party, except:

- i. to their counsel who are bound by professional secrecy;
- ii. to public, national or Community authorities to whom such transmission would be necessary by virtue of a mandatory legal or regulatory provision or with a view to obtaining an authorisation or exemption necessary for the performance of the Contract or
- iii. in order to compel the other Party to perform its obligations due to its refusal to do so or its non-performance
- iv. to K.A.'s Subcontractors.

1.2.4. These obligations of confidentiality do not apply to the Parties where:

- the Parties can prove that the Confidential Information was known to them prior to the date of entry into force of the GTs&Cs;
- one of the Parties can prove that the Confidential Information is the result of an activity carried out for its own purposes or for the benefit of an independent third party in good faith,
- the Confidential Information was in the public domain at the time of its disclosure, the Confidential Information is publicly available by publication or other means of communication, unless this is due to the fault or negligence of the Party that received the information,
- where the Party receiving the information can prove that it has been provided or can be provided to it by a third person without a breach of confidentiality.
- where such information was discovered or created by, or was in the possession of, a Party prior to transmission by the other Party;
- where such information is disclosed by a Party with the written approval of the other Party.

Processing of personal data

For any questions relating to the processing of personal data, K.A. suggests that you read the privacy policy available on the Site.

Applicable law and competent jurisdiction

These GTs&Cs and any Contract are subject to Belgian law.

In the event of any dispute relating to a Contract, the parties shall first seek to reach an amicable agreement.

If the dispute is ongoing, it will be settled in accordance with Belgian law, exclusively by the French-speaking courts and tribunals of the judicial district of Brussels, and where appropriate, as part of its jurisdiction in relation to the subject-matter, by the Justice of the Peace of the 1st canton of Brussels, where the dispute will be referred to by the most diligent party.