GENERAL TERMS AND CONDITIONS OF EMAKINA BELGIQUE SA

1. DEFINITIONS AND INTERPRETATION

1.1 For the purpose of the Specific Terms and Conditions and these General Terms and Conditions, the following words and phrases shall have the following meanings where capitalized:

"**Emakina**" and/ or "**Developer**" shall mean Emakina Begique SA;

"**Client**" shall mean the contracting party requiring Emakina's services as described and identified in the Specific Terms and Conditions;

"**Parties**" shall mean collectively Emakina Belgique SA and the Client;

"**Party**" shall mean any of the Parties referred to individually;

"**Agreement**" shall mean the entire contractual relationship between the Parties consisting of the Specific Terms and Conditions and these General Terms and Conditions and all attachments;

"**Technical Specifications Annex**" shall mean the document annexed to the Specific Terms and Conditions which contains design of the Website and associated analysis of functionalities agreed upon by the Parties ;

"**Specific Terms and Conditions**" shall mean the Specific Terms and Conditions document agreed upon and signed by the Parties;

""**Website**" shall mean the collection of Hyper Text Mark-Up Language (HTML) pages, Server Pages (ASP, PHP, JSP, ASPX, …), files, images, dynamic information, and machine readable object code as the same exists on the date hereof together with any future changes and additions thereto of the above agreed in writing by the parties;

"**Website Server(s)**" shall mean the computer server(s) recommended by the Developer, unless otherwise specified by the Client, on which the Website will reside and operate, and any others server(s) to which the such server(s) may be linked;

"**Foreground Rights**" shall mean any elements of text, graphic, photos, designs, logo, multimedia, audio-visual material, "look and feel" of the web-site or other artwork, documentation, flowcharts, drawings, specification, manuals and other data, codes, know-how, copyright, trademark or other intellectual property rights which have been developed or written within the scope of the Agreement for the Client and any software program(s), manuals and other documentation, to be written by the Developer for the Client within the scope of the Agreement;

"**Background Rights Developer**" shall mean any elements of text, graphic, photos, designs, logo, multimedia, audio-visual material, "look and feel" of the web-site or other artwork, documentation, flowcharts, drawings, specification, manuals and other data, codes, know-how, computer programs including without limitation source code listings in human readable and machine readable form, program files, data files, program and system logic, interfaces, algorithms, system design and concepts, together with the methods and processes associated with such programs, copyright, trademark or other intellectual property rights which have been developed, used, written or are owned by the Developer before the date of signature of the Specific Terms and Conditions;

"**Background Rights Client**" shall mean any elements of text, graphic, photos, designs, logo, multimedia, audio-visual material, "look and feel" of the website or other artwork, documentation, flowcharts, drawings, specification, manuals and other data, codes, know-how, copyright, trademark or other intellectual property rights which have been developed, used, written or are owned by the Client before the date of signature of the Specific Terms and Conditions.

"**Provisional Delivery**" shall have the meaning provided for in the Specific Terms and Conditions under Clause 7.1;

"**Final Delivery**" shall have the meaning provided for in the Specific Terms and Conditions under Clause 7.3;

"**Price**" shall have the meaning given to it in Clause 8.1 of the Specific Terms and Conditions.

1.2 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Writing or written includes faxes and e-mail.

1.4 Words in the singular include the plural and in the plural include the singular.

1.5 Clause and schedule headings do not affect the interpretation of the Specific Terms and Conditions or of these General Terms and Conditions.

2. DURATION AND TERMINATION

2.1 The Agreement shall commence on the date of the signature of the Specific Terms and Conditions, and shall remain in effect until the earlier of (i) the completion of all services called for hereunder to be performed by the Developer, or (ii) the earlier termination of the Agreement as provided hereunder.

2.2 Either Party is entitled to terminate the Agreement by means of a registered letter in the event of breach of any term, condition or provision of the Agreement by the other Party and failure to remedy such breach (if capable of remedy) within [30 days] of having received written notice of such breach from the other Party.

2.3 Either Party is entitled to terminate the Agreement without notice by means of registered mail in the event of bankruptcy, cessation of payments or composition in bankruptcy of the other Party or any cause seriously prejudicing its rights.

2.4 Termination of the Agreement will not affect any rights of the Parties accrued to them up to the date of termination.

2.5 Upon the effective date of any termination of the Agreement, all legal obligation, rights and duties arising out of the Agreement shall terminate except that:

(a) the Client shall remain obligated to pay any balance due to the Developer for services already provided in execution of the Agreement;

(b) Clauses 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 14, 17, 18 and 19 of these General Terms and Conditions and Clauses 1, 3, 8, 9 and 10 of the Specific Terms and Conditions shall continue to apply and shall survive the termination of the Agreement as ongoing covenants between the Parties; and

(c) the Developer shall have the obligation to return to the Client all tangible and intangible property of the Client.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 The Background Rights Client remain the property of the Client.

3.2 The Client gives to the Developer a non-exclusive and non-transferable right to use the Background Rights Client to the extent and time necessary for the execution of the Agreement.

3.3 The Background Rights Developer and Foreground Rights remain the property of the Developer.

In particular the Developer will remain the owner of, and shall retain free of use all concepts, techniques, specific skills or pre-programmed routines or procedures, technologies or codes which have been developed, used or written for the purpose of the Agreement and/or which form part of the Developer's know-how.

Upon Final Delivery and provided that the Price is entirely paid, the Client will be granted a non-exclusive and non-transferable right to use the Background Rights Developer and the Foreground Rights to the extent necessary for the functioning of the Agreement's deliverables and the consultation thereof by the intended users.

3.4 The Client undertakes:

(a) to protect the Background Rights Developer against any copying, adapting, varying, modifying, in any other way changing the Background Rights Developer or the Foreground Rights and against any other unauthorised use by third parties, including Internet users; and

(b) to keep confidential codes, know-how, computer programs including without limitation source code listings in human-readable and machine-readable form, program files, data files, program and system logic, interfaces, algorithms, system design and concepts, together with the methods and processes associated with such programs.

4. DEVELOPER PUBLICITY

4.1 Following Final Delivery, the Developer shall be permitted to list the Client and the work executed on the Developer's website and in any of its marketing and advertising materials as having been developed by the Developer. The material included on the Developer's website could include a hypertext link to the Website. The Client shall have full discretion as to the form and content of such acknowledgement and the appearance of any link.

4.2 Following Final Delivery, and for a period of [●] months after the Final Delivery, the Client shall include and maintain a credit to the Developer on the home page of the Website. The credit to the Developer shall be designed and placed on the home page by the Developer, but shall be in form and substance that is reasonably acceptable to the Customer. The credit shall also include a hypertext link to the Developer's website.

5. LIABILITY

5.1 The Developer will hold the Client harmless for direct damage because of death or personal injuries caused during the delivery, installation or implementation of the Agreement deliverables and which is due to Developer's wrongful behaviour up to a maximum amount as covered by the Developers insurance.

5.2 The Developer's liability for material damage as a consequence of defects of the Website is limited to [15] % of the contract value.

5.3 The Developer will be liable for any damage caused by its employees or subcontractors. However such liability of the Developer is limited to the amount of the insurance policy "civil liability" subscribed by the Developer.

5.4 The Developer will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort or otherwise, including, but not limited to, loss of

production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings arising out of or in connection with the Agreement deliverables.

5.5 The Developer is not liable for damages suffered by the Client as a result of modifications to the Agreement deliverables effected by the Client or by an Internet user.

6. WARRANTY

6.1 The Developer warrants and undertakes that at the time of the Final Delivery the Developer will use its best efforts to provide the Website free from viruses, worms, trojan horses, cancelbots and other contamination including but not limited to any codes or instructions that may be or will be used to access, modify, delete or damage any data files or other computer programs used by Client and generally known at the time of the Final Delivery.

6.2 The Developer will indemnify Client for any loss or damage suffered as a result of any breach of this provision is limited to [15] % of the contract value.

6.3 The Developer warrants and undertakes that, to the best of its knowledge, the Background Rights Developer and Foreground Rights do not infringe any third party copyright or other intellectual property rights.

If all or any part of the Background Rights Developer or Foreground Rights are, or in the opinion of Developer may become, the subject of any claim, suit or proceeding for infringement, the Developer may, at its own expenses, take one of the following actions :

(a) procure for Client the right under such intellectual property right to use, as appropriate, the Background Right Developer, Foreground Right or the affected part thereof; or

(b) replace the Background Right Developer, Foreground Right or affected part thereof with other suitable or portions of it; or

(c) suitably modify the Background Right Developer, Foreground Right or affected part thereof to make it non-infringing; or

(d) if the use of the Background Right Developer, Foreground Right or a part thereof shall be prevented by injunction, or if none of the foregoing remedies are commercially feasible, refund the aggregate payments paid by the Client for the license of the Background Right Developer, Foreground Right or the affected part thereof, less reasonable depreciation for use.

6.4 The Client warrants and represents that any Background Rights Client provided to the Developer for inclusion in the Website or used for the development of the Website are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.

6.5 The Client shall hold the Developer harmless against all claims by any third party alleging that any Background Rights Client violates any applicable law, regulation, contract or generally accepted code of conduct, or infringes upon a third party's intellectual property rights or any other legitimate interest of said third party.

6.6 The Developer will use his best efforts to develop the website to comply with the standards of the latest browser version available, at the start of development, and the one previous version. This applies to: Internet Explorer and FireFox, on PC and Mac. The Developer will use reasonable efforts to ensure proper functioning of the latest browser version available, at the start of the development, and

one previous version of the following browsers: Safari, Opera and Chrome on PC.

7. ILLICIT OR PREJUDICIAL CONTENT

7.1 The Client is solely responsible for providing the informational contents of the Website i.e. the entirety of the information which it wishes to be reproduced on the Website, be it hidden or visible through the consultation of the Website by an user. The Client expressly warrants that such informational content does not violate any applicable law, regulation, contract or generally accepted code of conduct, and does not violate, in any manner, any third-party rights.

The Client undertakes to observe all applicable law, regulation, contract or generally accepted code of conduct which prevents, limits or regulates the diffusion of any information, e.g. provisions relating to advertising, to the protection of privacy rights, to the protection of intellectual property rights, to the prohibition of child pornography, etc.

The Client shall hold the Developer harmless against all claims by any third party alleging that the Website's informational content violates any applicable law, regulation, contract or generally accepted code of conduct, or infringes upon a third party's intellectual property rights, privacy rights or any other legitimate interest of said third party.

7.2 Either of its own initiative, or on the initiative of a third-party, the Developer may decide to temporarily or definitively suspend the Final Delivery or the access to all or part of the Website, if it has the reasonable conviction that a legal or regulatory provision, or a contractual provision is or was violated.

The Client expressly waives its right to claim any damages in the event of an error of appreciation of the Developer, except in case of fraud or the serious fault of the Developer.

The suspension of any provision of service by the Developer in application of the present paragraph does not suspend the Client's payments obligations.

8. PROTECTION OF PERSONAL DATA

The Developer will use the Client's personal data only for the purpose of customer administration. Upon request in writing the Client can have access to its personal data.

Information with respect to credit card numbers and bank data will be used only in relation to the payment of the agreed price.

9. NON-SOLICITATION

Both Parties agree that during the execution of the Agreement and for a period of 2 years thereafter, they shall not directly or indirectly solicit, employ, or in any other way engage any person who, during the relevant period, was an employee or consultant of the other Party.

In the event a Party shall employ or engage a person in breach of the terms of this provision, it shall pay, as liquidated damages, to the other Party a sum equal to twice the annual salary and/or remuneration of the person employed or engaged and which was paid by the other Party to such person in the immediately preceding twelve months.

10. FORCE MAJEURE

Neither Party will be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire explosion, earthquake, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body.

11. MODIFICATION

No modification, rescission, or waiver of the Agreement, or any provision thereof, shall be binding on either Party unless evidenced by an instrument in writing duly signed by an authorised officer or employee of such Party.

12. WAIVER

The failure of either Party to insist in any one or more instances upon performance of any of the provisions of the Agreement or to take advantage of any of its rights hereunder, will not be construed as a waiver of any such provisions or the relinquishment of any such rights, and the same will continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy will preclude other or further exercise thereof or the exercise of any other right or remedy.

13. SEVERABILITY

In the event that any dispositions of the Specific Terms and Conditions or of these General Terms and Conditions, or those of any schedule or attachment thereto should be invalid, unlawful or unenforceable, to any extent, such term, condition or provision will, to that extent, be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. ASSIGNMENT

Without prejudice to any subcontractors designated in the Specific Terms and Conditions, neither Party shall assign, transfer, charge, encumber or otherwise deal with the whole or part of this Agreement or its rights or obligations hereunder without the prior written consent of the other Party.

15. INDEPENDENT CONTRACTOR

Each Party in performing the Agreement is acting as an independent contractor and not as an employee or agent of the other Party and each Party shall not assume any obligation of any kind whether expressed or implied on behalf of the other Party or bind or commit the other Party in any way.

16. ENTIRE AGREEMENT

The Agreement, as set out in the Specific Terms and Conditions and in these General Terms and Conditions, including any documents the Parties agree to append to the former, constitute the sole and entire agreement between the Parties, and supersedes all other agreements between the Parties, whether written or oral, relating to the subject matter thereof. There are no covenants, assurances, or representations, either express or implied, other than those expressly stated therein.

17. NOTICES

All notices by either Party under the Agreement will be considered as duly given if in writing and either hand-delivered with a certificate of receipt, sent by registered mail or by facsimile transmission to the other Party at its address specified on the first page of this Agreement, or any other address the other Party may designate.

Notices will be deemed to have been received:

(a) by hand delivery: at the time of the delivery;

(b) by registered mail: 72 hours after the date of mailing;

(c) by facsimile: immediately upon transmission, provided a confirmatory copy is sent by registered mail or by hand delivery by the end of the next business day.

18. NON-DISCLOSURE AGREEMENT

The Parties agree that the provisions of any

Non-disclosure Agreement entered into by the Parties shall remain in full force and effect for the entire duration of the Agreement.

19. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of the Agreement shall be governed in all respects by Belgian law. Any dispute in connection with the Agreement shall be subjected to the exclusive jurisdiction of the courts of Brussels.