

## GENERAL TERMS AND CONDITIONS

### Preamble

These General Terms and Conditions, together with the relevant Special Terms and Conditions, the Order Form, and, where relevant, the Data Processing Addendum, form the Contract.

The Contract has been agreed between Company Webcast BV and the Client at the date of execution of the Order Form.

### 1. DEFINITIONS

For the purposes of the Contract (as defined below), capitalised terms and expressions shall have the meaning that is attributed to them in this article or elsewhere in these General Terms and Conditions, in the relevant Special Terms and Conditions, in the Order Form and, where relevant, in the Data Processing Addendum.

**“Client”** shall mean the legal person mentioned in the Order Form that entered into the Contract with Company Webcast BV and that wishes to benefit from one or more Services provided by Company Webcast BV .

**“Contract”** shall mean the agreement for services between Company Webcast BV and the Client, which consists of these General Terms and Conditions, the relevant Special Terms and Conditions, the Order Form and, where relevant, the Data Processing Addendum and which describes the terms and conditions under which the Services selected in the Order Form shall be provided by Company Webcast BV to the Client.

**“Data Processing Addendum”** or **“DPA”** shall mean the document provided for in article 6.5 of these General Terms and Conditions that lays down the provisions governing the relation between the Client, as Controller (as defined in the DPA), and Company Webcast BV, as Processor (as defined in the DPA), in order for each Party to comply with its obligations provided by the GDPR, in accordance with article 6.5 of the General Terms and Conditions.

**“Defect”**: the substantial failure to comply with the functional specifications as expressly agreed in writing between the Parties. A defect shall only be deemed to exist if the Client is able to demonstrate the defect and if it can be reproduced;

**“Company Webcast BV”** shall mean ‘Company Webcast BV BV’, a company with registered address: Beursplein 5, 1012 JW, Amsterdam, The Netherlands, registered with the Chamber of Commerce of Amsterdam under no. 68034970; being the Service provider of the Client under the Contract.

**“Euronext Group”** shall mean Euronext N.V. a company incorporated under the Laws of Netherlands, having its registered office Beursplein 5, 1012 JW Amsterdam, The Netherlands, registered with the Chamber of Commerce of Amsterdam under no. 60234520; and all its direct and indirect subsidiaries.

**“Force majeure”** shall mean the term as defined under the applicable law and case law.

**“General Terms and Conditions”** shall mean these general terms and conditions.

**“Intellectual Property Rights”** shall mean all intellectual property rights and all related rights (such as copyrights, trademark rights, patent rights, design rights, trade name rights database rights and neighbouring rights as well as domain names and rights to know-how) on all tangible and/or intangible materials, such as programs, diagrams, drawings, sketches, films, websites, data files, software, (electronic) files, source codes as well as (other) preparatory material thereof.

**“Material”**: all tangible and/or intangible material(s) including, but not limited to hardware, equipment, analyses, data files, designs, documentation, programs and reports and tenders;

**“Order Form”** shall mean the form that notably contains the data concerning the Parties, the Services chosen by the Client, the fees, invoicing details, date of execution Performance Start Date and contact persons.

**“Party”** and **“Parties”** shall mean the Client and/or Company Webcast BV, depending on the context.

**“Performance Start Date”** shall mean the date on which Company Webcast BV begins to provide the Service(s) selected by the Client in the Order Form.

**“Service”** shall mean the service(s) as described in the Contract to be provided by Company Webcast BV to the Client if selected by the latter in the Order Form.

**“Software”**: the relevant Company Webcast BV software, including, but not limited to the accompanying user and technical documentation, look-and-feel, interfaces, layout and other matters;

**“Special Terms and Conditions”** shall mean the document, including any addenda thereto, describing a Service and the special terms and conditions that apply to that Service; only the Special Terms and Conditions related to the Service or Services chosen by the Client in the Order Form shall apply;

**“User”**: a natural person, business, company or other organization who makes use of the Service or Software on behalf and for the benefit of the Client and who has access to the Service or Software using a username and password.

## **2. OBJECT OF THE CONTRACT**

- 2.1.** During the term of the Contract, Company Webcast BV will provide to the Client the Services selected by the Client in the Order Form.
- 2.2.** The present Contract lays down the terms and conditions under which Company Webcast BV will provide the Services to the Client.

## **3. INTERPRETATION OF THE CONTRACT**

- 3.1.** The heading of an article shall not have any impact on its interpretation.
- 3.2.** Where the context allows this, any words in the singular shall comprise those used in the plural and vice-versa, and any terms expressed in the masculine gender shall comprise the female gender, and vice-versa.
- 3.3.** If a defined term is used without capital letters and where it is clear that the term or expression concerns a definition, then this will be without any incidence on their definition and use in the Contract.
- 3.4.** Any references to articles in these General Terms and Conditions shall be interpreted as being references to the corresponding articles of the General Terms and Conditions, except where explicit indicated otherwise.
- 3.5.** The Contract, which is drawn up in English, constitutes the complete understanding of the Parties; it supersedes and replaces all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations and understandings (whether written or oral) between the Parties, with regard to the subject matter hereof.
- 3.6.** For the purposes of this Contract, and in case of inconsistencies or conflicts between the contractual documents, the following elements (including, where applicable, any corresponding appendix) shall apply in the following order of decreasing priority: The Order Form ; The Special Terms and Conditions, The General Terms and Conditions, and The DPA (in cases where Company Webcast BV acts as a Processor with regard to the Processing of Personal Data).

## **4. KNOWLEDGE AND MODIFICATION OF THE SERVICE**

- 4.1.** The Client declares to have been informed by Company Webcast BV and to be aware of the Service, including but not limited to, where relevant, the functionalities, the types of data that are made available to the Client or the technical specifications of the Service (architecture, tools, technical requirements, etc.) and accepts to subscribe the Service in recognition of its relevance to the Client’s needs.
- 4.2.** Where relevant, the Client is aware that Company Webcast BV reserves the right to modify, at any time, the functionalities, notably the data, and technical specifications of the Service for technical, economic, commercial, legal or regulatory reasons. However, Company Webcast BV shall endeavour to keep the Service operational and materially similar. Such modification shall not give rise to any compensation or indemnity of any kind or nature whatsoever for the Client.

## **5. ADVERTISING**

- 5.1.** The Client undertakes not to publish or to order the disclosure of any document or communiqué mentioning Company Webcast BV , without the prior written consent of the latter.
- 5.2.** The Client authorises Company Webcast BV and Euronext Group to use the Client’s company and/ or trading name, trademark or logo as a user of the Services for advertising or marketing purposes, whether orally, in writing or in electronic form (e.g. on its website, in printed materials or at a meeting).

- 5.3. If the Client does not wish that its company or trading name, trademark or logo are used by Company Webcast BV or Euronext Group, he will notify Company Webcast BV thereof by sending an email to the email address mentioned in the Order Form.

## 6. PERSONAL DATA

- 6.1. Terms in this article that are not defined in this Contract shall have the meaning stated in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“**GDPR**”).
- 6.2. In the framework of this Contract Company Webcast BV processes, as a Controller, Personal Data provided to it by the Client.
- 6.3. In order to inform the concerned Data Subjects about the Processing of their Personal Data, the Client shall explicitly refer the Data Subjects to the privacy statement of the Euronext Group on the website of Euronext accessible at: <https://www.euronext.com/en/privacy-policy>.
- 6.4. By executing and sending the signed Agreement, the Client confirms that it has referred the relevant Data subject to the privacy statement of the Euronext Group.
- 6.5. Furthermore, in the provision of certain Services as detailed in the Order Form, Company Webcast BV processes Personal Data as a Processor. In such case(s) the Data Processing Addendum (DPA) shall be executed between the Client and Company Webcast BV .
- 6.6. The Client represents and warrants that the Personal Data are at all times collected, processed and provided to Company Webcast BV in accordance with all applicable law and regulation, including without limitation that relating to the protection of individuals with regard to the Processing of Personal Data.

## 7. CONFIDENTIALITY

- 7.1. Information (whether in writing, orally, or electronically) shall be regarded as confidential if it is notified as such by the Party disclosing the information (the “**Disclosing Party**”), or if such confidentiality follows from the nature of the information (the “**Confidential Information**”). Confidential information includes, without limitation, information relating to the Disclosing Party’s products and services, operations, customers, members, prospects, know-how, design rights, trade secrets, market information and/or business affairs.
- 7.2. The Party receiving Confidential Information (the “**Receiving Party**”) undertakes, and shall ensure that its personnel, officers and contractors undertake, to maintain secrecy about all Confidential Information of the Disclosing Party that they may obtain within the performance or termination of the Contract and that the Confidential Information is solely used for the objectives for which it has been provided (the “**Confidentiality Obligation**”). Confidential Information may only be disclosed to employees, officers and contractors to the extent necessary for the performance of this Contract.
- 7.3. The Confidentiality Obligation shall remain in force for 3 year after the termination (for whatever reason) of the Contract.
- 7.4. The Confidentiality Obligation shall not apply to:
- information required by applicable legislation or regulation, regulatory authority or proceedings before a court, arbitrator or arbitral tribunal to which the Receiving Party is a party; in these cases the Receiving Party shall give as much advance notice thereof to the Disclosing Party as is legally permissible and reasonably practicable and shall use its reasonable endeavours to limit the extent of any such disclosure ;
  - information that is publicly known at the time of the signature of this Contract or that is made public subsequently, provided that this does not constitute a violation of this Contract ;
  - information disclosed with the prior consent of the Disclosing Party ;
  - information that is received from a third party without similar restrictions and without breach of this Contract ; or
  - information which is independently developed or acquired by the Receiving Party or its associated companies independently of anything provided by the other Party.

- 7.5.** Where Company Webcast BV is the Receiving Party, it shall be entitled to disclose any Confidential Information received under this Contract to any entity (including its employees, officers and contractors) controlling, controlled by or under common control with Company Webcast BV to the extent necessary for the performance of this Contract and provided that such entity is aware of and complies with the Confidentiality Obligation.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1.** The Intellectual Property Rights associated with the Services, existing now or in the future, remain vested in Company Webcast BV and/or its licensor(s) only. The Client obtains the user rights that are assigned through the Contract only, unless otherwise has been expressly agreed in a written agreement signed by Company Webcast BV and the Client. The use of the Service does not imply the transfer of Intellectual Property Rights with regard to the (elements of) the Service or any other information transmitted via the Service.
- 8.2.** In case of Software provided by Company Webcast BV or its suppliers, the Client may not
- (a) sub-license the Software or in any other way make the Software available to any third party, unless explicitly provided otherwise,
  - (b) copy, decompile, attempt to determine the source code, methods, algorithms or procedures of the Software or otherwise engage in "reverse engineering", or modify, adapt or create new works or software based on the Software except as set out in mandatory law, or
  - (c) attempt to circumvent license keys or other user restrictions in the Software
- 8.3.** The Client is not permitted to remove or have removed, copy or have copied, or modify or have modified any indication concerning Intellectual Property Rights from the Intellectual Property, including, but not limited to indications concerning the confidential character and nondisclosure of the Intellectual Property, without the prior written consent of Company Webcast BV unless this follows from the nature of the documents and/or Material provided. The Client is not permitted to pledge the Materials covered under Intellectual Property Rights associated with the Services, or to encumber the same in any other manner.
- 8.4.** The Client shall notify Company Webcast BV immediately if a third party would like to pledge or encumber, pledges or encumbers or wishes to establish or exercise any rights on any Intellectual Property Rights or any tangible and/or intangible Materials belonging to Company Webcast BV or its suppliers or provided to the Client under the right of reservation of title.
- 8.5.** The Client shall not carry out any actions that may infringe or undermine Company Webcast BV' and/or its licensors' intellectual property rights, including, but not limited to disclosing and/or copying of the Intellectual Property without authorisation or the registering of domain names, brands or Google AdWords search terms (keywords) that are - or almost are - identical, alike or similar to any name, word, phrase, logo or sign Company Webcast BV and/or her licensors have a title to, except if this is permitted by law.
- 8.6.** The Client shall take all appropriate steps to ensure that its personnel, directors, contractors, clients and suppliers respect the Intellectual Property Rights of Company Webcast BV and/or its licensors.

## **9. CONFLICT OF INTEREST**

- 9.1.** The Client acknowledges to be aware of and agrees to the consequences of the fact that Company Webcast BV is an affiliate of the Euronext Group, which includes companies recognised as market operators, which may be involved in the stock market operations of the Client, and that Company Webcast BV has to respect the boundaries linked to this situation. In this framework, Company Webcast BV has to prevent conflicts of interests and to restrict the exchange of information both within the company as with the rest of the Euronext Group, to which end it implemented internal measures and procedures, such as e.g. "Chinese walls".
- 9.2.** The Client also acknowledges and agrees that this Contract and Company Webcast BV' Services shall not be binding upon any entity of the Euronext Group other than Company Webcast BV itself. The Contract does in no way govern the relationship between the Client and any entity of the Euronext Group with regard to any services other than those provided for by the Contract, such as e.g. the listing

of the Client's financial instruments on the markets of such entity of the Euronext Group, which shall be governed by the concerned agreement between the Client and the relevant entity of the Euronext Group, and this Contract does not grant the Client any right (whether acquired or otherwise, and express or implied) as to its stock market operations, to the extent this concerns another entity of the Euronext Group.

## **10. CLIENT'S OBLIGATIONS**

### **10.1. GENERAL**

**10.1.1.**The Client shall access and use the Service in accordance with the provisions of this Contract, any applicable documentation and any applicable legal provisions.

**10.1.2.**It is the Client's sole responsibility to ensure that its technical and functional environment are duly configured to be able to access and use the Service.

### **10.2. INFORMATION**

**10.2.1.**Throughout the duration of this Contract, the Client shall provide to Company Webcast BV, directly or indirectly in due time and free of charge, all the documents, data and information that are required for the proper performance of the Contract by Company Webcast BV .

**10.2.2.**The Client shall inform Company Webcast BV about any change and/or circumstance that is brought to its attention and that might interfere with Company Webcast BV ' performance of the Service.

**10.2.3.**The Client warrants and guarantees that any information, data or documents transmitted or disclosed by him, or on his behalf, to Company Webcast BV under this Contract is correct, sincere and truthful.

**10.2.4.**If the documents, data information required for the execution of Contract pursuant to article 10.2.1 of the present General Terms and Conditions is not provided to Company Webcast BV in due time, Company Webcast BV shall have the right to suspend the execution of the Contract and/or to charge to the Client all the extra costs arising due to the delay, at the then applicable rates.

### **10.3. DECISIONS/COOPERATION**

**10.3.1.**The Client shall perform its obligations (under this Contract or otherwise) as promptly as possible, so as to enable Company Webcast BV to bring to fruition all of its Services that depend on same. To that end, the Client shall take all steps and shall accomplish all legal or regulatory acts that are needed for the proper performance of this Contract.

**10.3.2.**If Company Webcast BV or third parties engaged by Company Webcast BV have to carry out work at the premises of the Client or specified by the Client, the Client will ensure that the necessary facilities (including but not limited to a workroom with a computer, data and telecommunication facilities) are, free of charge, provided to the people concerned and that they comply with applicable legislation (health, safety, etc).

### **10.4. SECURITY**

**10.4.1.**If, for the purpose of accessing the Service, usernames, passwords, keys, tokens and similar items issued to or used by the Client are used, the Client shall:

- (a) ensure that all usernames, passwords, keys, tokens and similar items issued to or used by the Client for the purpose of accessing the Service are kept secret and confidential;
- (b) notify Company Webcast BV immediately if he has knowledge of or has reason to suspect any loss, abuse, theft, unauthorised access to or unauthorised disclosure of any of those items. Company Webcast BV is entitled to undertake effective measures in these cases.

**10.4.2.**If the Client supplies Company Webcast BV with information carriers, electronic files or software, etc., the Client guarantees that the information carriers, electronic files or software are free of viruses and Defects and will be liable for the resulting damage in the opposite case.

### **10.5. USE OF THE SERVICE**

**10.5.1.**Only the Client may use the Service; the Client shall therefore not allow a third party, including an entity belonging to the same group as the Client, to use the Service.

**10.5.2.**The Client acknowledges and agrees that Company Webcast BV may also provide the Service and other commercial services or activities to third parties, some of which might be active or present in

the same field, and may be of similar size as the Client. Company Webcast BV shall not have any obligation towards the Client in this respect other than its obligation to act with due care and diligence and its Confidentiality Obligation as stipulated in article 7 of the present General Terms and Conditions; it may freely sign contracts or be in contact with such third parties without having any obligation to inform or notify the Client.

## **11. COMPANY WEBCAST BV ' OBLIGATIONS**

### **11.1. OBLIGATION TO ACT WITH DUE CARE AND ATTENTION**

**11.1.1.** Company Webcast BV shall act with the care and attention applicable to its profession when performing its obligations under this Contract and shall provide its Services in keeping with the highest standards of the profession at the time.

**11.1.2.** In view of the nature of the Services, Company Webcast BV ' obligations under this Contract shall be reasonable efforts obligations. In that respect, Company Webcast BV shall use reasonable endeavours to keep the Service running properly but is not able to warrant that the supply of the Service will be free of interruption, error, Defect or corruption.

**11.1.3.** Where Services are provided through information technology; such technology may require maintenance and repair operations that may imply a temporary interruption in the provision of the Service. Except in case of urgency or exceptional circumstances, Company Webcast BV shall try to ensure that these interruptions take place at times on which the impact on the provision of the Service is as limited as possible.

### **11.2. INFORMATION**

**11.2.1.** Where relevant, Company Webcast BV shall provide regular information to the Client about the steps taken as part of the performance of its assignment.

**11.2.2.** Where relevant, Company Webcast BV shall promptly inform the Client about any extraordinary circumstances that might occur during the provision of the Services and about any points that might require the Client's approval.

## **12. TRANSFER AND SUBCONTRACTING**

**12.1.** Company Webcast BV may transfer its rights and obligations that are the subject-matter of this Contract to another company of the Euronext Group or, subject to prior consent of the Client, to a third party.

**12.2.** Company Webcast BV may subcontract all or part of the Services to one or more of its direct and indirect subsidiaries or to another company of the Euronext Group or a third party. In case of subcontracting, Company Webcast BV shall remain liable and responsible for the proper performance of the Contract.

**12.3.** The Client is not entitled to sell, sub-license, otherwise transfer or make available the rights and/or obligations from the Contract to a third party (including an entity belonging to the same group of the Client) without Company Webcast BV ' prior written consent.

## 13. REMUNERATION

### 13.1. COMPANY WEBCAST BV ' REMUNERATION

- 13.1.1.** In return for the provision of Services provided under this Contract, the fee provided for in the Order Form and agreed by the Client and Euronext Corporate Service (the "Fee") shall be due by the Client.
- 13.1.2.** Notwithstanding the foregoing provisions, the Fee shall not comprise costs or fees for which the Client shall be directly responsible, such as (where relevant and non-exhaustive):
- (a) all costs, commissions or fees of third-party counsels and consultants such as attorneys, statutory auditors, providers of investment services or financial investment advisers,
  - (b) all administration, operation, printing and publication costs, including any translation, of the Client's documents;
  - (c) all setting up costs and all costs relating to telecommunications subscriptions and contracts, as well as the costs for establishing and maintaining the internet connection;
  - (d) travel and transport costs.
- 13.1.3.** The Fee is exclusive of VAT, insurance costs and possible other taxes and levies if any. These costs shall be borne by the Client.
- 13.1.4.** Company Webcast BV may, by written notice to the Client from time to time, appoint a third party to collect and receive payment of the Fee. If Company Webcast BV gives notice, the Client shall pay the Fee to the third party until it receives a further notice under this article or Euronext cancels the appointment of the third party by giving written notice to the Client.
- 13.1.5.** Payment shall be made in euro (€) by bank transfer to Company Webcast BV ' account indicated on the invoice. Any costs related to the payment shall be borne by the Client.
- 13.1.6.** Company Webcast BV may adjust its Fees from time to time subject to prior notice to the Client.

### 13.2. PAYMENT DEADLINE

- 13.2.1.** All invoices must be paid within 30 calendar days as of the invoice date. The Client is not entitled to deduct or suspend any payment for whatever reason.
- 13.2.2.** Should any invoice not be paid within 30 calendar days following the invoice date, the payment to be paid shall give rise to interest for late payment calculated at a rate of 1% per month unless the statutory interest is higher, in which case the statutory interest will apply. The interest on the payable amount will be calculated from the time that the Client is in default, up to the time that the full amount is paid.
- 13.2.3.** Should any invoice not be paid within 60 calendar days following the invoice date, Company Webcast BV is entitled to suspend the Service.

## 14. LIABILITY

### 14.1. GENERAL

- 14.1.1.** The Parties shall under no circumstances be liable towards one another for prejudicial consequences resulting from a case of Force Majeure, with the understanding that, in such a case, the Parties shall strive in good faith to take all reasonably possible measures with a view to continuing performance of the Contract.
- 14.1.2.** The Parties liability is limited to reparation of direct, certain and personal prejudice, and excludes reparation for indirect damage (including, but not limited to any loss of production, income, earnings, savings or profits; any sanctions or fines; loss of clientele, market share, goodwill or data; damage resulting from company discontinuation or not achieving marketing objectives). Any proceedings initiated by a third party shall be considered as indirect damage.
- 14.1.3.** Limitations on the amount of the damages shall not apply in case of breach of a Confidentiality Obligation or Intellectual Property Rights as provided for in articles 7 and 8 of the present General Terms and Conditions.
- 14.1.4.** Any liability lawsuit against either Party to this Contract shall be subject to a time limit of one (1) year after termination of the Contract.

#### **14.2. COMPANY WEBCAST BV ' LIABILITY**

**14.2.1.** Save in case of wilful misconduct or gross negligence, the aggregate liability of Company Webcast BV (regardless of whether it concerns one single breach or a series of breaches) resulting from all breaches of the Contract or any other attributable shortcomings during a contractual term shall be limited to the amounts effectively paid by the Client during that contractual term.

**14.2.2.** Company Webcast BV is neither liable for, damages of any nature whatsoever due to (where relevant):

- (a) injudicious, negligent or improper use of the Services (including, where relevant the software required for the provisions of the Services) or any part thereof or any use that is not in compliance with the relevant documentation or instructions;
- (b) changes made to the Services or any part thereof by the Client or a third party without Company Webcast BV ' prior written consent;
- (c) the choice and payment of the Client's internet service provider
- (d) any third party software or any open source, community or free code or libraries (including, without limitation, any type or any code which is made generally available on the Internet without charge), that may be appropriate or necessary for use with the Services, and any viruses or programming errors in software used to provide the Services;
- (e) a Defect to any third-party item provided under the Contract to provide the Services
- (f) services, equipment or facilities that it does not provide under this Contract.

#### **14.3. CLIENT'S LIABILITY**

**14.3.1.** The Client shall notably be held liable (where relevant) for the consequences of any unauthorised access to or use of the Service, either by the Client itself or by a third party because of the loss, theft, unauthorised access to or unauthorised disclosure of user names, passwords, keys, tokens and similar items issued to or used by the Client for the purpose of accessing the Service.

### **15. MODIFICATION**

**15.1.** In case the amendment of the Contract is made necessary by a change in the law, the regulations or, where relevant, the rules of any regulated market or multilateral trading facility, such amendments shall take effect on the date on which these changes to laws, regulations or rules come into force and Company Webcast BV informs the Client in writing of such amendments as soon as possible with the understanding that a possible absence of information on the part of Company Webcast BV is without effect on the application of such modification. The implementation of such amendments does not provide a right to the Client to terminate the Contract.

**15.2.** In case a substantial amendment of the Contract is made on Company Webcast BV ' initiative, the latter will notify the Client in writing at least one (1) month before the entry into force of the amendment. The Client, if he does not agree with such amendment, may terminate the Contract without any compensation for breach by either Party being due, by notifying Company Webcast BV by registered letter within the month following the date of notification by Company Webcast BV of the modifications and the latter shall, where relevant, reimburse fees already paid *pro rata temporis* from the date the Agreement is terminated.

**15.3.** If for any reason, one or more provisions of this Contract should be declared null and void by a final court ruling, all the other terms shall remain valid and binding between the Parties, provided that the invalid provision(s) shall not affect the fundamental terms of the Contract without which the Parties would not have agreed to enter into this Contract. The Parties shall use their best efforts to replace the invalid provision by a valid one of which the content is as similar as possible as the original one.



## 16. FORCE MAJEURE

### 16.1. In the event of Force Majeure:

- (a) the Party affected shall notify the Force Majeure event and, if it has any, relevant information (e.g. likely duration) to the other Party;
- (b) any contractual obligations that are affected shall be suspended during the term of the Force Majeure event;
- (c) Company Webcast BV shall be entitled to an extension of the Contract commensurate with the delay caused by the Force Majeure;
- (d) the Contract may be terminated automatically, with immediate effect and without any compensation being due:
  - by either Party if the provision of the Services turns out to be irremediably impossible;
  - by the non-affected Party if the duration of the Force Majeure exceeds 60 calendar days.

**16.2.** In case of suspension or termination of the Contract due to Force Majeure on the part of the Client, the Services that have been provided until the occurrence of the Force Majeure as well as all the necessary expenses incurred by Company Webcast BV (upon production of proof) as a result of the termination of the Contract shall be invoiced to the Client through a separate invoice in accordance with the contractual provisions and prices. All other claims shall be excluded.

**16.3.** In case of termination of the Contract by the Client as a result of a case of Force Majeure on the part of Company Webcast BV, the latter shall, in case of annual fee, reimburse the annual fee *pro rata temporis* from the date the Contract is terminated.

## 17. START DATE AND DURATION

**17.1.** The Contract shall come into force upon signature of the Order Form by both Parties. Company Webcast BV shall inform the Client in case the Performance Start Date is different from the signature date.

**17.2.** Where relevant the Order Form shall specify the duration of the selected Service(s).

## 18. TERMINATION

**18.1.** A party has the right to terminate the Contract in the following circumstances by notifying the other Party by registered letter:

- (a) due to Force Majeure as provided for in article 16 of these General Terms and Conditions;
- (b) in the case provided for in article 15.2 of these General Terms and Conditions;
- (c) in case of a material breach by the other Party of its contractual obligations which has not been remedied within 30 calendar days following a notice by registered letter by the non-breaching Party;
- (d) in case of circumstances, documents, information or elements arise or are uncovered that constitute a significant obstacle and/or shortcoming by the Party to the performance of the Services (such as the Party's violation of any applicable laws or regulations or, where relevant, any market rules that are applicable to it on account of the listing of its securities on a financial market).

**18.2.** A party has the right to terminate the Contract without notifying the other Party in case of insolvency, bankruptcy, winding-up or liquidation of the other Party or its cessation of payments or activities or any similar procedure under any applicable law, to the maximum extent permitted by law.

**18.3.** The termination of the Contract shall not affect the rights, claims or obligations of the Parties until the effective date of the termination, nor shall it affect the survival of the Confidentiality Obligation by which the Parties shall be bound under article 7 of the present General Terms and Conditions and, where relevant, obligations under the Data Processing Addendum.

**18.4.** Except as expressly stated otherwise in the Contract, the termination of the Contract, for whatever reason, shall not affect Company Webcast BV's right to receive full payment of the Fee as provided for in article 13 of these General Terms and Conditions for the whole term of the then current contractual period, which, if not already paid, become immediately payable at the time of termination.

**18.5.** Except as expressly stated otherwise in the Contract, Company Webcast BV shall never be obliged to reimburse money that has been received, or to pay any compensation resulting from termination,

dissolution or any other manner of termination of the Contract. Where relevant, Company Webcast BV shall retain the right to demand claim damage compensation.

## **19. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 19.1.** The Contract and any non-contractual obligations arising out of or in connection with it are construed in accordance with and are governed by the laws of The Netherlands. The applicability of the Vienna Sales Convention is excluded.
- 19.2.** In the event of a dispute arising from or relating to this Contract, the Parties shall endeavour to settle the dispute amicably in good faith and through mutual discussion, within 30 calendar days following the notification by registered letter of the dispute by one Party to the other.
- 19.3.** The courts of Amsterdam have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement which has not been resolved in accordance with article 19.2 of the present General Terms and Conditions.

## **20.1 WEBCAST SERVICES**

- 20.1.1** If the webcast service is made at one of the Client's location:
- the Client is responsible for providing a freely available internet connection with a minimum uplink of 5 MB/s (video webcast) or 2 MB/s (audio webcast) per stream.
  - the Client is responsible for the audio and video signal. If desired, Euronext Corporate Services can arrange for this and will provide an additional quotation accordingly.
- 20.1.2** Euronext Corporate Services shall use reasonable endeavours to keep the Service running properly but is not able to warrant that the supply of the Service will be free of interruption, error, Defect or corruption.

## **20.2 POSTPONEMENT AND CANCELLATION**

- 20.2.1** If the Client wishes to postpone the conference call or webcast three (3) weeks prior to the agreed date, Euronext Corporate Services will charge € 450. The conference call or webcast should thereafter be realised maximum one (1) month after the initially agreed date.
- 20.2.2** For a 1 year contract / one off event the cancellation policy is as follows: If a conference call or webcast is cancelled within 48 hours 90% of the costs will be charged. In other cases the cancellation fee amounts 75%.

## **20.3 RETURN OF MATERIALS PROVIDED**

- 20.3.1** If Euronext Corporate Services has provided the Client with any Materials, the Client is bound to return the Materials so provided, within 14 days following the end of the period of such provision, or after the first request for the same by Euronext Corporate Services, in the original condition, free of Defects and in full. If the Client does not fulfil this obligation, all the costs arising from the same will be borne by him.
- 20.3.2** If the Client, for any reason whatsoever, after receiving a warning to this effect, continues to be in default in respect of the obligation mentioned under article 1.3.1 of these Special Terms and Conditions, Euronext Corporate Services will have the right to recover the costs and damage, including the cost of replacement, arising from the same, from the Client.

## **20.4 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS USED BY THE CLIENT**

- 20.4.1** Client undertakes to insure and keep insured the Materials delivered under right of reservation of title, against damages such as damages due to fire, explosion, water, theft, etc. and to provide proof of insurance policy on first request being made for the same.
- 20.4.2** If the Client provides any third party Intellectual Property Rights to be included by Euronext Corporate Services in any materials of the Client (e.g. text, photos, images, etc. which are itself protected or contain works that are protected by Intellectual Property Rights), the Client will, where applicable, fulfil all formalities and pay the fees for the use of such third party Intellectual Property Rights, and provide proof of formalities fulfilment and fees payment on first request being made. In this framework, Client will also respect and comply with any other applicable legislation that may apply, such as provisions relating to privacy, image rights...

**20.5 SPECIAL CONDITIONS RELATING TO RENTING OUT**

- 20.5.1 Euronext Corporate Services is not liable for (consequential) damage arising due to non-functioning of equipment in case of lease of Materials.
- 20.5.2 Euronext Corporate Services assumes that the required hardware and Software of the supplier or manufacturer will function properly and is not liable for the consequential damages due to the non-functioning if the required hardware and software does not function in part or fully, due to technical reasons or in case of programming faults of the manufacturer.
- 20.5.3 Euronext Corporate Services is not liable if the required Software cannot be installed, nor if the Software contains a virus or programming error if any, even if the Software works or has worked well on other computers
- 20.5.4 Euronext Corporate Services is not liable for damage arising due to standstill, fault or poor functioning of the rented out Material or any part thereof, or damage that arises due to services provided by personnel made available by Euronext Corporate Services, except in case of willful misconduct or gross negligence.
- 20.** The Client is liable for all damage to the leased Material that arises during the lease period (and thereafter in case Client does not return the leased Material) for any reason whatsoever. If the leased Material or any part thereof is lost completely or irreparably damaged through the fault or negligence of the Client, the Client will be liable to pay Euronext Corporate Services a sum equivalent to the price of the leased Material at time of replacement, as well as

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