

Version: January 2026

## 1. Definitions

**BePublic Group, we or our:** the "BePublic Group" division of Mediafin NV/SA, with registered office at 1000 Brussels, Havenlaan 86c bus 309 and company number 0404.800.301 (RPR Brussels, Dutch-speaking).

**Contract:** the contract between the Customer and BePublic Group consisting of: (i) the Quotation(s) accepted by the Customer, (ii) these general terms and conditions and (iii) any appendices.

**Customer, you or your:** the customer of BePublic Group, as defined in the Quotation.

**Party:** BePublic Group and/or the Customer.

**Quotation:** the commercial proposal (regardless of its name) from BePublic Group with a description of the Services, the fees and any additional agreements.

**Services:** the communication and PR services provided by BePublic Group, as further described in the Quotation.

## 2. Scope and contract conclusion

- 2.1. These general terms and conditions apply to all Quotations and Services provided by BePublic Group.
- 2.2. The application of the Customer's purchasing conditions is expressly excluded (even if the purchase order (PO) or any other document from the Customer states otherwise). BePublic Group does not accept to be bound by them.

## 3. Forms of cooperation

- 3.1. BePublic Group offers its Services under various forms of cooperation.
- 3.2. In the case of Services **on a time and materials basis**, the Services are invoiced monthly in arrears on the basis of the hours worked multiplied by the applicable hourly rates.
  - For urgent Services outside regular office hours, on public holidays and/or during the weekend, increased rates apply.
  - For Customers without an overarching contract of a fixed duration (e.g. a Bundle or a Retainer), the fees as mentioned on the most recent standard rate card applies.
- 3.3. A **Project** is a clearly defined assignment for which a fixed total fee is agreed. Only Services and deliverables explicitly described in the Quotation are included. Additional Services or deliverables will be charged additionally on a time and materials basis.
- 3.4. When purchasing a **Bundle**, the Customer purchases credit in advance for a specific amount. The credit is valid for a period of 6 months after the invoice date.

After this period, any unused credit will be irrevocably forfeited.

- 3.5. A **Retainer** refers to a long-term collaboration between the Parties whereby the Customer pays a fixed periodic (usually monthly) amount for the availability of BePublic Group and a certain volume of Services. The following conditions apply to Retainers:

- Urgent Services outside regular office hours, on public holidays and/or during the weekend are not included and will be charged separately at the applicable, increased hourly rate.
- If the periodic amount is not fully utilised within a given invoicing period, the balance will be carried over to the next invoicing period. This balance will irrevocably expire at the end of each contract year. In the event of tacit renewal, the Customer has the right to transfer the balance to the first three months of the following contract year, subject to payment of an additional fee of 15% of the balance.
- Every six months, the Parties will discuss the balance.
- If the Customer requires and uses more Services than covered by the periodic amounts, the additional cost will be settled at the end of the contract year.
- The Contract is entered into for an initial term of one year and is subsequently tacitly renewed for successive periods of one year each, unless one of the Parties has notified the other Party in writing at least three months before the expiry date that it does not wish to renew. In that case, the Contract shall end at the end of the current period.

- 3.6. The Customer may order Projects within a Bundle or a Retainer. The value of the Project will then be deducted from the credit balance (Bundle) or from the periodic amounts (Retainer). Services for which no Project has been agreed will be charged on a time and materials basis.

## 4. Execution

- 4.1. Our commitments are best-efforts commitments. We strive to deliver high-quality work but do not guarantee tangible results (e.g. media exposure).
- 4.2. BePublic Group will perform the Services on a completely independent basis. This independence and autonomy are an essential part of the Contract. Under no circumstances can the Contract be interpreted as an employment contract.

- 4.3. The Customer shall provide BePublic Group with all requested information, feedback and decisions in a timely manner.

## 5. Invoicing and payment

- 5.1. **Invoicing details.** The Customer undertakes to provide BePublic Group with the necessary invoicing details (such as the reference or PO number to be mentioned) no later than ten working days after acceptance of the Quotation. If BePublic Group must adjust an invoice due to late or incorrect information, BePublic Group will bill the Customer an additional administrative cost of EUR 50 (excluding VAT).
- 5.2. **Payment.** Invoices are payable within 30 days of the invoice date. In the absence of a motivated protest during this period, the invoices will be considered as irrevocably accepted. In the event of late payment: (i) all outstanding invoices will become immediately due and payable, (ii) the Customer shall be liable by operation of law and without prior notice of default to pay default interest in accordance with the Late Payment Act of 2 August 2002 from the due date of the invoice until its full payment, with each new month counting as a full month, and (iii) BePublic Group shall be entitled to suspend its Services.
- 5.3. **Costs.** Travel expenses and costs for third-party services (including photographers, cameramen, translation agencies, graphic designers, event organisers, designers, printers, website builders, press monitoring and press clippings, etc.) are not included in the (hourly) rates or the periodic amounts (Retainer) and will be billed separately. Travel expenses are calculated with our offices in Brussels as a departure point.
- 5.4. **Indexation.** For contracts lasting longer than one year, BePublic Group reserves the right to index hourly rates and periodic fees annually according to the following price revision clause formula:  $p = P * [0.80 * (s/S) + 0.20]$ , where:

"p" = the new amount;

"P" = the original amount;

"s" = the index for the reference wage cost for companies in the digital sector, published by Agoria (or its successor) (hereinafter referred to as the "**Index**") on the date of the adjustment;

"S" = the value of the Index on the start date of the Contract.

## 6. Early termination

- 6.1. Without prejudice to other legal remedies, either Party may terminate the Contract by giving written notice to the other Party, without payment of a termination fee and without judicial authorisation, in the following cases:
- in the event of a serious breach by the other Party, which, if capable of being remedied, is not

rectified within one month following a written request to do so.

- fraud, deceit, or serious wilful misconduct by the other Party; or
- apparent insolvency, bankruptcy, dissolution, judicial reorganization, or any other similar event concerning the other Party, whether voluntary or involuntary.

- 6.2. Serious breaches include, but are not limited to, the Customer's failure to pay two consecutive invoices from BePublic Group on time.

## 7. Intellectual property rights

- 7.1. **Pre-existing materials.** BePublic Group and/or its suppliers are and remain the exclusive owners of all pre-existing intellectual property rights used by BePublic Group in the performance of the Services, including (without limitation) templates, know-how, processes, methodologies, and all other materials not specifically developed for the Customer (the **Background IP**). No provision of the Contract may be interpreted as a transfer of Background IP.
- 7.2. **Deliverables.** Upon full payment, the intellectual property rights (excluding Background IP) relating to deliverable(s) created specifically for the Customer (**Foreground IP**) shall be transferred to the Customer. If a deliverable contains Background IP, BePublic Group grants the Customer a worldwide, non-exclusive licence to use that Background IP to the extent necessary for the use of the deliverable(s).
- 7.3. **Customer data.** Without prejudice to clause 9, the Customer grants BePublic Group a worldwide, non-exclusive, irrevocable and royalty-free licence for the duration of the Contract to use, copy, modify and publish the documents, information, materials and intellectual property rights (including logos, trade names, trademarks and other brands) provided by the Customer to BePublic Group, to the extent necessary for the performance of the Contract.

## 8. Confidentiality

- 8.1. BePublic Group commits to treat as confidential any and all confidential information about the Customer's activities, business, customers, finances and suppliers that BePublic Group becomes aware of in the context of the Contract and not to disclose it (in whole or in part) to third parties without the Customer's consent.
- 8.2. Notwithstanding the above, BePublic Group may disclose the Customer's confidential information (i) to its employees, staff, subcontractors or advisers (provided that BePublic Group ensures that these persons are bound by similar confidentiality obligations); and (ii) as required by law, by a court or by a governmental or regulatory authority.

- 8.3. BePublic Group shall not use the Customer's confidential information for any purpose other than the performance of the Services.
- 8.4. The provisions of this Article 8 shall apply for the duration of the Contract and for a period of two years after its termination.

## 9. Processing of personal data

- 9.1. The Parties undertake to comply with their obligations under the General Data Protection Regulation 2016/679 (the **GDPR**). Each Party acts as an independent data controller. The privacy policy of BePublic Group can be consulted at: <https://bepublicgroup.be/en/privacy-statement-bepublic-group/>.
- 9.2. Notwithstanding the foregoing, BePublic Group acts as a processor if the Customer requests BePublic Group to process personal data on its behalf. In such a case the Parties shall enter into a data processing agreement and the Customer warrants in any case that (i) its instructions will be in accordance with the GDPR, (ii) there will be a valid legal basis for the processing of these data, (iii) the data subjects, insofar as legally required, will have been informed about the processing, and (iv) it will handle requests from these individuals regarding their rights under the GDPR correctly and in a timely manner.

## 10. Liability

- 10.1. BePublic Group is only liable for proven, direct damages suffered by the Customer as a result of BePublic Group's intentional fault or gross negligence. Under no circumstances shall BePublic Group be liable for indirect or consequential damage, including (but not limited to) loss of profit, income or business, loss of expected savings, loss or damage to data, loss of customers and contracts, loss of goodwill, loss of use, damage to reputation, and the costs of purchasing replacement goods or services.
- 10.2. The total liability of BePublic Group is limited to the amounts paid by the Customer to BePublic Group under the Contract during the 12 months prior to the event causing the damage, with an absolute maximum of EUR 10,000.
- 10.3. Each Party agrees not to hold the employees, directors, (sub)contractors and other auxiliary persons of the other Party personally liable for or in connection with the Contract. Such (liability) claims may only be brought against the other Party.

## 11. Non-solicitation

- 11.1. The Customer undertakes not to solicit (or attempt to solicit) any employee or freelancer of BePublic Group, in any capacity whatsoever for the duration of the Contract and for a period of one year after its expiry or termination.

- 11.2. In the event of non-compliance, the Customer shall owe a fixed indemnification of EUR 50,000. BePublic Group shall be entitled, in deviation from article 5.88 of the Civil Code, to claim additional compensation if it can demonstrate that its damage is higher.

## 12. General provisions

- 12.1. **Publicity.** BePublic Group has the right to use the Customer's logos, trade names, trademarks and other brands for customer references on its websites and other media channels.
- 12.2. **Assignment.** The Customer authorises BePublic Group to assign, in whole or in part, its rights and obligations under this Contract, including its contractual position, to an affiliated company ("*verbonden vennootschap*" / "*société liée*", as defined in article 1:20 of the Companies and Associations Code) of Mediafin NV/SA.
- 12.3. **Waiver of rights.** A waiver of a right or legal remedy can only be made in writing and specifically.
- 12.4. **Amendment.** BePublic Group reserves the right to amend these general terms and conditions for valid reasons, including, for example but not limited to, in the event of changes in legislation. The Customer will be notified in advance and, in the event of significant adverse changes, will have the right to terminate the Contract free of charge within 30 days following the notification.
- 12.5. **Deviations.** Deviations from these general terms and conditions (e.g. in the Quotation) are only valid if agreed in writing with an explicit reference to the article from which the Parties wish to deviate.
- 12.6. **Severability.** The (partial) invalidity, illegality or unenforceability of any provision of the Contract shall not affect the validity, legality or enforceability of the other provisions of the Contract or the Contract as a whole. The Parties shall negotiate in good faith to agree on a clause that approximates the invalid, void or unenforceable provision as closely as possible.

## 13. Applicable law and competent court

- 13.1. This Contract shall be governed by Belgian law.
- 13.2. All disputes relating to the Contract that cannot be resolved amicably shall fall within the exclusive jurisdiction of the Dutch-speaking courts of Brussels.