

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP - "the MAJOR TOM company S.A." platform

1. General

These general terms and conditions apply to all legal relationships between the MAJOR TOM company S.A. (referred to hereinafter as "MAJOR TOM") and its members.

A member is any person who has submitted an application via the website or via any other means, and whose profile is published online at the following website: <www.major-tom-company.eu>.

These general terms and conditions include both general agreements and special agreements relating to individual products and services connected with these legal relationships and agreements:

- terms and conditions of membership
- respective obligations
- terms and conditions of sale for products and services
- project management terms and conditions
- financial terms.

These general and special terms and conditions shall be referred to hereinafter as the "T&Cs".

MAJOR TOM reserves the right to amend the T&Cs. Members shall be notified of any such amendments by email and shall be deemed to have accepted such amendments unless they notify MAJOR TOM of their objection to such amendments, in writing, within 30 days of the publication of the amended T&Cs on the website. Where a member objects to an amendment to the general terms and conditions, the entire contractual relationship between MAJOR TOM and the respective member shall be terminated. Where a member objects to an amendment to the special terms and conditions, the part of the agreement or agreements affected shall be terminated. In both cases, such termination shall take effect on 30 June 2015, unless stated otherwise in the article entitled "Termination and dissolution" below.

2. Membership

The services proposed by MAJOR TOM shall be accessible to members only, whether an individual or corporate entity. In order to become a member, said individual or corporate entity must meet all of the conditions set out as follows:

1] The individual, company or institution has completed and submitted an online "membership form" including, but not limited to, the following information: the individual or corporate entity's name and, where applicable, the company name, registered office, telephone number, company registration number, bank account number, etc. The individual, company or institution has also completed and submitted the relevant statement confirming acceptance of the T&Cs.

2] MAJOR TOM has approved the application. MAJOR TOM reserves the right to reject a membership request. While MAJOR TOM shall not be required to explain the reasons for such rejection, a membership request shall only be rejected on reasonable grounds.

3] The member has formally subscribed to the objectives of MAJOR TOM. Similarly, the member has also agreed to comply with and implement MAJOR TOM's standards, along with the implementing guidelines and other guidelines issued by MAJOR TOM.

MAJOR TOM must be notified of any amendments to the data supplied in the membership form at the earliest possible opportunity. MAJOR TOM reserves the right to terminate membership in the event of a false or inaccurate declaration, or where the member fails to update the information initially supplied.

All personal data submitted via the membership form shall be retained for internal use. Members hereby agree that MAJOR TOM may use the above-mentioned personal data to keep them informed of MAJOR TOM's activities. Pursuant to the Belgian Data Protection Act of 8 December 1992, members have the right to consult and amend their personal data.

3. MAJOR TOM's obligations

MAJOR TOM undertakes to provide a service on a best efforts basis. MAJOR TOM shall execute the agreement and all subsequent amendments thereto, as agreed in writing, in a professional manner and in accordance with current commercial practices. MAJOR TOM shall provide no other guarantees, whether explicit or implicit, and whether statutory or otherwise.

MAJOR TOM is an independent business. MAJOR TOM shall not have the right, authority or permission to enter into implicit or explicit obligations on behalf of its members. Furthermore, MAJOR TOM shall not be entitled to represent its members as an agent, unless specifically agreed in writing between the two parties.

4. Member's obligations

The member undertakes to comply with all professional standards and rules relating to the expertise, product or service that it offers via MAJOR TOM. With the exception of contacts managed directly by MAJOR TOM, the member shall be exclusively liable for the proper performance of all orders received directly from the customer or via MAJOR TOM.

Membership may be revoked in the event that the member fails to meet its obligations in relation to the assigned projects. The member may refer to and disclose the MAJOR TOM name, provided that it complies with the image and communication rules issued by MAJOR TOM.

5. Financial terms

MAJOR TOM connects customer requests with the products and services proposed by its members through the online platform at: www.major-tom-company.eu.

Members may sign up for the platform free of charge.

MAJOR TOM's role is to facilitate the customer/solution and customer/supplier relationship.

Where necessary, MAJOR TOM may manage projects on behalf of the customer or the member, or both.

- Where a member obtains a direct order via the MAJOR TOM platform, MAJOR TOM shall charge commission equivalent to 10% of the order value (excluding VAT).
- Where the order is fully managed by MAJOR TOM, the project management services shall be included in the general quote submitted to the customer. In such an event, MAJOR TOM shall bill the customer and shall pay the invoices issued by the members involved in the project.
- Other commercial procedures may be applied on a case-by-case basis, subject to the agreement of the members concerned. The overall aim is to meet market requirements in an effective manner.

The member undertakes to notify MAJOR TOM if it is contacted directly by a customer. The obligation to communicate information is essential in order to comply with the project management rules, in the interest of all parties.

6. Payment terms

- Invoices shall be issued electronically and shall be payable in cleared funds. The invoice date shall be the date of the corresponding email. Where an invoice is not paid by the due date, late payment interest shall be applied automatically and without further notice from the due date, at the ECB reference rate plus 7% (Belgian Law of 2 August 2002), plus a fixed penalty of 10% of the principal, subject to a minimum of €50. A payment deadline extension may be requested in writing, duly dated and signed. MAJOR TOM shall approve any such request in writing. Any debt recovery costs shall be charged to the member, subject to a minimum of €75. Furthermore, where any invoice is not paid by the due date, all other invoices shall become immediately payable. Any disputes relating to an invoice shall be addressed to MAJOR TOM, by recorded, signed-for post, within 8 days of the date of issue. After this deadline, the invoice shall be deemed to have been accepted.
- MAJOR TOM also undertakes to comply with the payment terms stated above.
- In order to avoid any processing delays, all invoices shall be sent exclusively by email to: <info@major-tom-company.eu>.

7. Termination - renewal

These T&Cs shall come into force at the commencement of membership and shall apply indefinitely. Either party may terminate the contractual relationship governed by these T&Cs at any time, subject to a notice period of three months.

8. Subcontracting

These T&Cs shall be entered into on a personal basis. As such, the member may not subcontract any task it has been assigned, whether in whole or in part, without the prior consent of MAJOR TOM.

9. Liability and insurance

The member undertakes to perform the tasks assigned with due care and attention and to allocate sufficient resources thereto. Where necessary, the member shall be covered by an operational and/or professional liability insurance policy. MAJOR TOM shall retain exclusive copyright to all programs, designs and content developed by the member on behalf of MAJOR TOM. However, all product designs or publications intended for dissemination shall be subject to specific copyright assignment agreements.

10. Confidentiality

The member shall be bound by a duty of professional confidentiality with regard to all information to which it may have access in connection with these T&Cs.

11. Non-competition clause

The member undertakes to notify MAJOR TOM in the event that it works directly or indirectly with MAJOR TOM's competitors, where such relationship may cause harm to MAJOR TOM or create conflicts of interest with MAJOR TOM's customers or suppliers.

MAJOR TOM and the member shall agree, by common consent, whether such relationship shall be permitted throughout the duration of the task concerned, and for an agreed period following the end of such task. In the event that the member breaches this clause, MAJOR TOM shall be entitled to compensation equal to the total amount received by the member or by third parties acting on its instruction.

12. Management

The member shall have sole discretion over the management of its business activities. The member shall be free to organise its activities as it sees fit, and shall bear exclusive liability for compliance with applicable employment, tax and commercial laws and professional rules and regulations. Under no circumstances shall these T&Cs create a relationship of authority between the parties.

13. Intellectual property

The general structure, text, images and developments comprising the MAJOR TOM online platform are the exclusive property of "the MAJOR TOM company S.A."

14. Confidential data

Each party shall take all necessary precautions to ensure that data obtained or received in connection with the contractual relationship governed by these T&Cs remains confidential.

15. Termination and dissolution

All existing and new members shall be free to terminate their membership of MAJOR TOM at any time. In order to exercise this right, the member shall notify MAJOR TOM by recorded, signed-for post. A notice period of three months shall apply.

Similarly, MAJOR TOM shall be entitled to withdraw membership with immediate effect if:

- the member breaches a clause of the membership agreement or T&Cs, or commits a substantial breach in relation to the agreed services, and fails to remedy such breach within the agreed time frame following receipt of formal notification by recorded, signed-for post
- the member is bankrupt, has ceased trading, is subject to winding-up proceedings, has submitted a request pursuant to the provisions of the Belgian Business Continuity Law of 30 January 2009 (for Belgian members only) or has defaulted on its payments.

Following termination of membership, the former member shall be prohibited from using the MAJOR TOM name or image.

16. Disputes

Any dispute arising in connection with this agreement shall fall under the exclusive jurisdiction of the Commercial Court of Brussels, irrespective of the place of performance of the services or the registered addresses of the parties concerned. The parties shall nevertheless seek to remedy any such dispute through negotiation and mediation. Both parties hereby accept that, where any clause of this agreement is declared null and void by a court, all other clauses herein shall remain in effect.