



TERMS & CONDITIONS TANTE TINI CREATIVE AGENCY B.V.

Article 1 Definitions

- 1.1. "Client": the person or company that issues the order.
- 1.2. "Contractor": Tante Tini creative agency B.V., with its registered address Asterweg 20 D 2, 1031 HN, Amsterdam, The Netherlands, registered with the Chamber of Commerce under number 89723207.
- 1.3. "Quotation": an offer by the Contractor for the provision of services and the related compensation in the form of an assignment.
- 1.4. "Agreement": the contract for services that is concluded after the Client's acceptance of the Quotation.
- 1.5. "Documents": all materials, information or data made available to the Contractor by the Client.
- 1.6. "Works": all creations made by the Contractor within the framework of the Agreement, which are subject to the Contractor's intellectual property rights.
- 1.7. "Activities": all activities undertaken by the Contractor for the benefit of the Client within the framework of the assignment provided.

Article 2 Applicability

- 2.1. These general terms and conditions apply to all Quotations and agreements between the Client and the Contractor.
- 2.2. Provisions that deviate from these general terms and conditions are only binding if they have been agreed in writing between the parties.

Article 3 Obligations of the Client

- 3.1. The Client will fully enable the Contractor to perform its work properly. The Client is obliged, among other things, to provide all data, information and documents requested by the Contractor and all other data, information and documents that may be important for the preparation and execution of the Agreement and/or on the basis of which the Contractor will make an Offer to the Client and - in the event that an Agreement is subsequently concluded - will implement it, promptly, completely and correctly to the Contractor.
- 3.2. If the Client fails to fulfil any obligation, as described above, or does not comply properly and/or the data, information and documents referred to above do not appear to have been provided completely or correctly by the Client, the Client will be in default without any further notice of default and the Contractor will be entitled – at its own discretion – to dissolve the Agreement extrajudicially with immediate effect and/or to terminate its work immediately or to suspend its work, without prejudice to the Client's obligation to pay the agreed fee to the Contractor in full.

Article 4 Quotations and agreements

- 4.1. Quotations are without obligation, unless otherwise stated in writing.
- 4.2. An Agreement will only be concluded after the Contractor has received a written acceptance of its Quotation from the Client and the Contractor has confirmed this in writing, or if a contract to that effect has been drawn up in response to a Quotation from the Contractor.

Article 5 Fees, Prices and Payments

- 5.1. All prices are exclusive of VAT and any other government levies.
- 5.2. If the Activities need to be changed and/or supplemented for the correct execution of the Agreement, when this is necessary as a result of new insights from the Client and/or at the request of the Client, the costs for the additional work will be charged to the Client. The Contractor will only carry out this additional work after the Client has agreed to the additional work and the additional costs.

5.3. The Contractor is entitled to charge the Client additional costs that are necessary in the context of the performance of the Agreement, which cannot be specified in advance, by way of subsequent calculation. The Contractor will at all times, insofar as possible, provide insight into these additional costs to the Client. These additional costs include, among other things, travel expenses, parking costs, catering costs and other person-related costs for the persons working at the location of the recordings.

5.4. The Contractor shall send an invoice in the amount of 50% of the assignment amount specified in the Quotation at the commencement of the Agreement and an invoice in the amount of 50% of the assignment amount specified in the Quotation when the assignment has been completed and the Work has been delivered, unless otherwise agreed in writing.

5.5. Payment must be made within 30 days of the invoice date, unless otherwise agreed in writing.

5.6. Due to the expiry of the payment term, the Client is in default by operation of law and the Contractor is entitled to charge statutory interest on the outstanding amount from the due date, whereby part of a month counts as a whole month. In that case, the Contractor is also entitled to charge the (extrajudicial) collection costs incurred by the Contractor for the collection of the outstanding invoice, without prejudice to the Contractor's right to claim the actual damage suffered and costs incurred. The extrajudicial collection costs will be set at 10% of the amount owed by the Client, with a minimum of €250,-.

Article 6 Engagement of Third Parties

6.1. The Contractor is entitled to outsource the execution of its assignment in whole or in part to a third party. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is expressly excluded. However, the Contractor remains responsible for the quality of the work outsourced by The Contractor to third parties.

Article 7 Delivery times

7.1. Deadlines are indicative, unless otherwise agreed in writing. Exceeding deadlines does not relieve the Client of its obligations.

7.2. If a term or date has been agreed for the performance of the Assignment and the Client (a) does not pay an agreed advance or (b) does not provide the necessary Documents in a timely, complete manner and in the desired form, the Client and the Contractor will agree on a new term or date for the execution of the Assignment in consultation.

Article 8 Acceptance

8.1. Each time after the completion of a certain phase in the Work, as included in the Quotation, the Contractor will request the Client to respond with feedback and/or agreement on the completion of this phase, after which the Contractor will no longer make any adjustments to the Activities of that phase, unless this simultaneously involves a request for additional work by the Client within the meaning of Article 5.2 of these general terms and conditions.

8.2. The Contractor shall give the Client a period within which this above-mentioned response must be received. If no term for this is described in the Quotation or in any other document that has been shared with the Client, a reasonable period must be observed, also taking into account the deadline of the delivery of all Work.

8.3. If the Client does not respond in a timely manner to the Contractor's request to provide a response to a phase of the assignment, the Contractor will be entitled to suspend the Work. If, in the opinion of the Contractor, a response from the Client is permanently impossible, the Contractor will be entitled to dissolve the Agreement with due observance of Article 11.

Article 9 Liability

9.1. The Contractor is not liable for errors and/or shortcomings caused by the Client or by third parties engaged by the Client. This includes:

- Documents not delivered or not delivered on time;
- Errors in designs approved by the Client, which can lead to damage when they have been communicated or published in any way;
- Errors in communications by the Client.

9.2. The Client must make any comments and remarks relating to the performance of the Activities known to the Contractor immediately, but in any event as soon as possible after they have been established.

9.3. The Contractor cannot be held liable for any direct damage that arises twelve months after delivery of the Work or that has become known to the Client. The Contractor is never liable for indirect damage, such as

consequential damage, loss of profit, missed savings or trading loss, except in the case of intent or gross negligence.

9.4. The Contractor's liability is limited to the invoice value of the relevant Work that gave rise to the damage and, insofar as the invoice value of the performance may be higher, this liability is at all times limited to the amount that would be paid out under the Contractor's third-party liability insurance.

9.5. The Client is liable for all damage that has been and/or will arise for the Contractor and/or any third party as a result of any attributable or non-attributable shortcoming in the performance of the Agreement by the Client and/or any act or omission in connection with the work or performance thereof that falls under the responsibility of the Client.

9.6. The Client indemnifies the Contractor against any claims by third parties for compensation for damage in connection with services performed by the Contractor, insofar as this damage is not for the account of the Contractor pursuant to the Agreement, including these general terms and conditions. If the Contractor is sued by third parties on this basis, the Client is obliged to assist the Contractor both in and out of court and to immediately do all that may be expected of him in that case. If the Client fails to take adequate measures, the Contractor is entitled to do so himself, without notice of default. All costs and damage incurred by the Contractor as a result shall be borne entirely by the Client and at the risk of the Client.

9.7. The Client indemnifies the Contractor against all fines imposed by the government in connection with, and all damage resulting from, the failure or failure to properly comply with any statutory regulation and/or any government requirement and/or other standard or directive.

Article 10 Intellectual property and use

10.1. The Client guarantees that the Documents provided to the Contractor do not infringe the rights of third parties and that their use does not violate legal regulations.

10.2. Unless expressly agreed otherwise in writing, the entire copyrights and all other intellectual and industrial property rights vested in (parts of) objects and creations of any nature whatsoever produced by the Contractor or on behalf of the Contractor (including but not limited to drawings, reports, proposals, formats, concepts, designs, design, promotional material, distinguishing marks, photography, audio, video and music recordings, social media expressions, as well as data and software supplied to the Client, (registered and unregistered) trademark rights, (registered and unregistered) design rights, neighbouring rights, patent rights, etc., exclusively and undivided ownership by the Contractor or its licensors. The Agreement does not in any way result in the transfer of any intellectual and/or industrial property rights of the Contractor. The Client is not entitled, except with the prior express written consent of the Contractor, to reproduce and/or have published the objects and creations of the Contractor (or have them published), in all ways now or in the future and in all now or in the future possible (including digital) forms.

10.3. The Contractor is entitled to use the result of the Assignment for promotional, educational and portfolio purposes and awards. If, within the framework of the Agreement, the Contractor also transfers the copyright over the Works to the Client, a licence will simultaneously be granted by operation of law by the Client to the Contractor for the execution of this provision.

10.4. Only after the Client has fulfilled all payment obligations of the invoices, the Client will receive a licence for the use of the Works created by the Contractor as agreed between the parties. If, contrary to this, the licence has already been granted and the Client subsequently fails to meet its payment obligations, the licence will be suspended or revoked until the Client has fulfilled its payment obligations.

10.5. Unless otherwise agreed in writing, the Client is not entitled to make changes to the Works.

10.6. For any unlawful use of the Works by the Client, including when the licence does not provide for the specific use of the Works by the Client, the Client shall owe the Contractor an immediately payable penalty of at least three times the usual fee for such use with a minimum of €500,-, at the discretion and calculation of the Contractor. The Contractor also reserves the right to claim full compensation.

Article 11 Suspension, Cancellation and Dissolution

11.1. The Contractor may suspend or dissolve the performance of the Agreement in the event of a failure to comply with the Client. The Contractor is independently entitled to assess whether the shortcoming in compliance is of a temporary or permanent nature and thus whether the performance of the Agreement is suspended or dissolved.

11.2. The Contractor is entitled to suspend all obligations under this Agreement until the Client has fulfilled its payment obligations.

11.3. If the agreement is terminated by the Contractor as a result of an attributable shortcoming in the performance of the Client, the Contractor's compensation for the Activities actually performed, costs already

incurred and due by third parties and 10% of the remaining order sum shall be immediately due and payable by the Contractor.

11.4. The Client is not entitled to terminate an Agreement unilaterally, unless at the same time it irrevocably offers in writing for the Work actually performed, costs already incurred and payable by third parties and to pay 10% of the remaining order amount. Any termination shall be deemed to include such an offer. Such an offer will be deemed to have been accepted if the Contractor does not reject the offer within one (1) week.

11.5. Either party may terminate the agreement in the event of bankruptcy or suspension of payment of the other party.

Article 12 Force majeure

12.1. In the event of force majeure, the Contractor has the right to suspend or dissolve the agreement without either party being obliged to pay compensation to the other party.

12.2. Force majeure includes, among other things: strikes, fires, business disruptions, transport problems, government measures and non-delivery by suppliers.

Article 13 Duration of the Agreement

13.1. The agreement is entered into for the duration of the assignment, unless otherwise agreed.

Article 14 Applicable law and disputes

14.1. All agreements are governed by Dutch law.

14.2. Disputes will be submitted to the competent court in Amsterdam.