

General Terms and Conditions

Article 1: Applicability Conditions
Article 2: Quotations
Article 3: Conclusion of agreement
Article 4: Amendment of the agreement
Article 5: Invoicing / Prices / Fees / Payments
Article 6: Intellectual property
Article 7: Cooperation by the Client
Article 8: Production
Article 9: Liability
Article 10: Delivery
Article 11: Termination
Article 12: Force majeure
Article 13: Completeness
Article 14: Location and change of conditions
Article 15: Disputes and choice of law

In these General Terms and Conditions, the following definitions apply:

- International Video Company (abbreviation: IVC): the general partnership International Video Company V.O.F. and its affiliated trade names IVC, IVC Social, IVC Film, IVC TV, IVC Advertising, IVC Music, Bruche, Youcee, and Content Production Agency.
- International Video Company: the general partnership, which acts as the executing party of the Assignment;
- Assignment: The assignment given to International Video Company and accepted by International Video Company to devise concepts, advice, organization and/or production of (parts of) one or more photo or video productions.
- Client: The party to which International Video Company offers the quotation and carries out the assignment based on the quotation.
- Parties: the joint designation for International Video Company and Client
- Result: The end product as delivered to the client by International Video Company.

Article 1: Applicability Conditions

- 1.1 On all quotations, requests for quotations, orders, order confirmations, and agreements, concerning all services that International Video Company offers such as strategy, format development, analysis, communication, advertising, consultancy, organization, and/or the production of one or more video productions (hereinafter referred to as: "productions") and all other quotations, requests for quotations, orders, order confirmations and agreements, in which International Video Company acts as the contractor, are exclusively subject to these General Terms and Conditions unless deviated from this and this deviation is expressly written in writing, confirmed by International Video Company.
- 1.2 These General Terms and Conditions apply as an integral part of every production agreement and/or all other agreements referred to in paragraph 1. of this article between International Video Company and the Client.
- 1.3 Any General Terms and Conditions used by the Client do not apply unless they have been expressly accepted in writing by International Video Company.

Article 2: Quotations

- 2.1 All offers made by International Video Company are without obligation unless expressly stated otherwise in the offer.
- 2.2 A quotation that is binding International Video Company based on the provisions of paragraph 1 of this article will expire after fourteen days after the quotation date.

Article 3: Conclusion of agreement

- 3.1 An agreement is only concluded if International Video Company has expressly accepted an order from the Client in writing or if International Video Company has started executing the order.
- 3.2 In the event of an order confirmation by International Video Company, the content of the order confirmation is binding the Client, unless the Client has disputed its accuracy in writing within eight days of the date of dispatch of the order confirmation.
- 3.3 If an agreement concerns the production of a series of Video Productions, a production agreement and/or an agreement about the facilities to be supplied and to be provided and/or services to be performed for that Video Production shall be deemed to exist.
- 3.4 Without the prior express written permission of International Video Company, the Client is not entitled to transfer the rights and obligations arising from the relevant agreement with International Video Company to third parties. In the case of co-productions, the Client is and remains jointly and severally liable for the entire implementation of the agreement in addition to the co-producer.

Article 4: Amendment of the agreement

- 4.1 Changes to the agreements concluded under these General Terms and Conditions and deviations from these General Terms and Conditions will only be effective if they have been expressly agreed in writing between International Video Company and the client.
- 4.2 If during the execution of the Assignment or the resulting agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the Parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
- 4.3 If the Parties agree that the Assignment and the resulting agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. International Video Company will inform the client of this as soon as possible.

- 4.4 If the change or addition to the Assignment or the resulting agreement has financial and/or qualitative consequences, International Video Company will inform the Client about this in advance.
- 4.5 If a fixed fee has been agreed, International Video Company will indicate to what extent the amendment or addition to the Assignment or the resulting agreement will result in this fee being exceeded.

Article 5: Invoicing / Prices / Fees / Payments

- 5.1 Prices stated in the quotations are exclusive of VAT. and exclusive of any costs to be charged to the Client for transport, managing the collected data (such as raw image material), export and import duties and all other government levies, unless expressly stated otherwise in writing. All quotations made by International Video Company are subject to a reservation at all times concerning incorrectly stated amounts.
- 5.2 Prices of services and delivery of goods are based on the price of materials, transport costs, wages, insurance premiums, tax charges, social insurance premiums, import duties and other price-determining factors applicable on the day the offer/quotation is sent. If any increase in price-determining factors (as referred to above) occurs, International Video Company has the right either to charge a proportional increase to the Client, or to cancel the agreement with the Client insofar as it has not been performed.
- 5.3 All production-related invoices are charged based on 75% in advance and 25% upon delivery of the products. After accepting the quotation, the first invoice will be sent. After completion of production, when the first version of the products is sent, the remaining 25% of the invoice amount will be invoiced.
- 5.4 All subscription-related invoices are invoiced on a monthly (end of the month) or annual (start of the collaboration) basis.
- 5.5 All invoices have a standard payment term of 14 days.
- 5.6 If, during the execution of the Assignment, the Client wishes to extend the Assignment and International Video Company can meet that requirement, then this will be approved in writing as additional work by the client and charged by the provisions of this article. The additional required activities or facilities will only be made available by International Video Company after the Client has agreed to the agreement referred to here with regard to additional work.
- 5.7 If the Client does not pay the amounts owed within the agreed term, the Client will owe statutory interest on the outstanding amount, without any notice of default being required. If the Client continues to fail to pay the claim after notice of default, the claim can be handed over, in which case, in addition to the total amount owed, the Client will also be obliged to pay full compensation for extrajudicial and judicial costs, including all costs calculated by external experts in addition to the costs established by law, in connection with the collection of this claim or the exercise of legal rights in any other way, the amount of which is set at a minimum of 15% of the total amount.
- 5.8 In the event of liquidation, bankruptcy, or suspension of payment of the client, the claims of International Video Company and the obligations of the Client towards International Video Company will be immediately due and payable.
- 5.9 The Assignment scheduled shooting day(s) must be cancelled/rescheduled for at least 48 hours. If the Client cancels/moves the shooting day within 48 hours, compensation will be charged. This amount is 50% of the quoted amount.

Article 6: Intellectual property

- 6.1 All intellectual property rights (explicitly including copyright) concerning concepts, formats, pitches, and all related works developed by International Video Company, such as – but not limited to – texts, music, logos, and/or logos as well as the Result produced by International Video Company, which are presented or made available to the Client, rest with International Video Company

- 6.2 All intellectual property rights (including expressly including copyright) with regard to the Result developed by International Video Company in the context of the Assignment/agreement may only be used in its original form and within the framework of the agreement between International Video Company and Client agreed use. Any additional use requires the prior written consent of International Video Company.
- 6.3 If the Client, after agreement with International Video Company, proceeds to the publication and/or reproduction of the reports, productions or designs developed or made available under the agreement, then the source (International Video Company) must be cited at all times.
- 6.4 The Client fully indemnifies International Video Company against claims by third parties for copyright infringement as a result of montages to be performed by International Video Company at the request of the Client and/or the duplication of material and/or works supplied by the Client.
- 6.5 It is possible to buy off copyrights in agreement with International Video Company.
- 6.6 International Video Company also reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.
- 6.7 The Client is not permitted to remove or change any designation regarding copyrights, brands, trade names, or other intellectual or industrial property rights from the reports, productions, or materials.

Article 7: Cooperation by the Client

- 7.1 The Client will always provide International Video Company on time with all data or information that is useful and necessary for the proper execution of the Assignment and will provide full cooperation.
- 7.2 If it has been agreed that the Client will make materials or data available on information carriers, these will meet the specifications necessary for the performance of the work.
- 7.3 If the preparation and execution of the Assignment by International Video Company is (partly) dependent on data, instructions, documentation or materials to be provided by the Client according to the relevant Assignment and the agreement arising therefrom, including storyboards, texts, images, and sound carriers, etc., and the Client does not fulfil its obligations arising from the relevant agreement in this respect, regardless of the cause thereof, or does not fulfil it on time or in full, the agreed delivery times will be amended accordingly if possible. If it is not possible to change the agreed delivery times, International Video Company is entitled to dissolve the agreement in question and the Client is obliged to compensate the direct, indirect, and/or consequential damage suffered by International Video Company as a result of the aforementioned dissolution.
- 7.4 If it has been agreed that the agreement will be executed in phases, International Video Company can suspend the execution of those parts that belong to a next phase until the Client has approved the results of the preceding phase in writing.

Article 8: Production

- 8.1 International Video Company will do everything reasonably possible to ensure that the Assignment is in accordance with the requirements of good and sound craftsmanship and based on the state of the art known at that time.
- 8.2 If and insofar as required for the proper execution of the Assignment, International Video Company has the right to have certain activities performed by third parties. International Video Company is not liable for negligence and errors in the performance of work performed by third parties in the context of an agreement.

- 8.3 International Video Company is not liable for (the consequences of) non-fulfilment or incomplete fulfillment of its obligations under the agreement(s) arising from the Assignment if and insofar as the Client fails to make available or have the necessary facilities provided, or if and insofar as the said facilities are of insufficient quality.
- 8.4 The content of the title role will be determined in mutual consultation between the Client and International Video Company. In any case, the name of International Video Company will be included, stating a so-called "copyright notice". Without prejudice to the foregoing, the Parties declare that they are aware and agree that the broadcaster who will broadcast the production in question bears ultimate responsibility with regard to determining the title role.
- 8.5 If the production concerns an International Video Company copyright production or a production produced by International Video Company, the copying of the product may only be performed by International Video Company unless express written permission has been given to the Client.
- 8.6 International Video Company has the right to carry out everything that is not expressly prescribed in writing by the Client in an Assignment, according to its own technical and creative insight.

Article 9: Liability

- 9.1 If International Video Company is liable, then that liability is limited as follows:
- a) International Video Company accepts no liability for damage caused by fault or action of the Client, including goods or third parties for which the Client is responsible.
 - b) International Video Company is not liable for damage caused by acts or omissions of its employees if this occurs on or as a result of instruction, advice or assignment, or other interference by (representatives or employees of) the Client.
 - c) International Video Company is only liable for direct damage suffered by the Client which demonstrably results from agreements between International Video Company and the Client, based on which International Video Company supplies/rents products and/or performs certain activities or services, insofar as these general terms and conditions or the agreement between the Parties.
 - d) The liability of International Video Company for direct damage can never exceed the quoted amount agreed with the Client, excluding VAT. The quotation amount is based on the quotation that International Video Company shares with the Client, intermediaries, and/or a third party.
 - e) Indirect damage, including damage caused by third parties, loss of profit, or other forms of consequential damage is never eligible for compensation.
 - f) In the event of an attributable shortcoming in the fulfilment of an agreement by International Video Company, International Video Company is only obliged to pay replacement compensation if fulfilment is no longer possible. That is, compensation for the value of the performance lagged. Any liability of International Video Company for any other form of damage is excluded, including additional compensation in any form whatsoever and compensation for indirect damage as described in sub c of this article.
 - g) In the event of an unlawful act by International Video Company or its employees for which International Video Company can be held legally liable, International Video Company is only liable for compensation for damage insofar as that damage is caused by gross intent or negligence.
 - h) A condition for the existence of any right to compensation is always that the Client has reported the damage in writing to International Video Company as soon as reasonably possible after it has arisen. Any legal claim by the Client lapses 1 (one) year after termination and/or completion of the performance of the Assignment to which the claim relates.

- i) Everything that has been brought into or at the recording/production location by or on behalf of the Client, is located there at the risk of the Client. International Video Company is not responsible for insuring and/or monitoring this unless the obligation to do so has been expressly agreed in writing between International Video Company and the Client. International Video Company is not liable for damage and/or loss of goods or property of the Client or third parties for which the Client is responsible, regardless of the cause, except in the case of wilful misconduct or gross negligence on the part of International Video Company or its staff. The Client indemnifies International Video Company against claims from third parties as referred to above.

Article 10: Delivery

- 10.1 International Video Company will make the Results available to the Client in good condition and ensure that the Client can use the Results made available or have them used undisturbed within the framework of the agreement concluded between the Parties for this purpose.
- 10.2 All (delivery) terms stated by International Video Company have been determined to the best of its knowledge based on the information known to International Video Company when the agreement was entered into and they will be observed as much as possible; the mere exceeding of a stated (delivery) term does not put International Video Company in default. International Video Company is not bound by (delivery) terms that can no longer be met due to circumstances beyond its control that occurred after entering into the agreement. If any term threatens to be exceeded, the Parties will enter into consultation as soon as possible.
- 10.3 The delivery time is suspended during the period during which International Video Company is prevented from fulfilling its obligations due to force majeure.
- 10.4 International Video Company is entitled, if it has reasonable doubts about the creditworthiness of the Client, to demand security or payment in advance and in the absence of such payment in advance or security to refuse or suspend the (further) delivery.
- 10.5 After completion of a project, the Client will be given the choice to request the image material (raw and finals), which was made or shot during the project, or to have it managed by International Video Company for a monthly data storage fee. If the client consciously or unconsciously does not make a choice, all raw images will be removed from the server after 30 days, after sending the last invoice.

Article 11: Termination

- 11.1 Each of the Parties is only entitled to dissolve the agreement in connection with non-compliance if the other party, after a proper and as detailed as possible written notice of default, setting a reasonable term for remedying the shortcoming, attributable fails in the fulfilment of essential obligations under the agreement.
- 11.2 If an agreement, which by its nature and content does not end with completion, has been entered into for an indefinite period of time, it may be terminated by written notice of termination by either Party after proper consultation and stating reasons. If no express term of notice has been agreed between the Parties, a reasonable term must be observed in the termination.
- 11.3 If International Video Company has already performed performances for the implementation of the agreement at the time of the dissolution as referred to in Article 11.1, these performances and the associated payment obligation of the Client will not be subject to cancellation. Amounts that International Video Company has invoiced before the dissolution in connection with what it has already performed or delivered in the execution of the agreement, will remain due in full with due observance of the provisions of the previous sentence and will become immediately due and payable at the time of the dissolution.
- 11.4 In the event of cancellation of an Assignment, International Video Company is entitled to the agreed quotation amount.

Article 12: Force majeure

- 12.1 If one of the Parties is unable to fulfill its obligations - whether or not temporarily - as a result of force majeure, each of the Parties is entitled, but not obliged, to dissolve the agreement concerned in whole or in part without judicial intervention and notice of default, without the other party being entitled to any compensation for damage, direct and indirect damage or consequential damage, which the other party experiences or will experience as a result of such dissolution.
- 12.2 Neither Party is obliged to fulfill any obligation if it is prevented from doing so as a result of force majeure. Force majeure also includes a non-attributable shortcoming of suppliers of International Video Company.
- 12.3 If the force majeure situation has lasted longer than thirty days, the Parties have the right to terminate the agreement by written dissolution. What has already been performed under the agreement will then be settled proportionately, without the Parties owing each other anything.

Article 13: Completeness

- 13.1 In situations/subjects/provisions not provided for in these General Terms and Conditions, an agreement must be reached by both Parties in mutual consultation.

Article 14: Location and change of conditions

- 14.1 These general terms and conditions are stated in the footer of the website (www.iv-company.com) of International Video Company under the title 'Terms and conditions'.
- 14.2 The most recently registered version or the version that applied at the time of the establishment of the legal relationship with International Video Company is always applicable. Any partial amendment or omission of any provision of the agreement concluded between the Parties or of the general terms and conditions is only binding if agreed between the Parties in writing.
- 14.3 The Dutch text of the general terms and conditions is always decisive for the explanation thereof.

Article 15: Disputes and choice of law

- 15.1 Dutch law applies to all offers of International Video Company and the agreements concluded with International Video Company, as well as to any disputes arising therefrom.
- 15.2 All disputes that cannot be settled amicably can only be submitted to the competent court in Amsterdam unless the law mandatorily designates another court as competent.