

GENERAL TERMS AND CONDITIONS ...,STAAT CREATIVE AGENCY B.V.

1. DEFINITIONS

- 1.1 The capitalized terms listed below have the following meaning in the Contract:
- a) *Customer*: the natural person or legal entity that granted the Order for the Work to the Contractor and concluded a Contract to this end.
 - b) *Contractor*: ...,staat creative agency B.V., with Chamber of Commerce number: 53070038, also trading under the name of “...,staat”
 - c) *Parties*: the Customer and Contractor jointly.
 - d) *Order*: the request by the Customer to the Contractor to perform Work for payment.
 - e) *Work*: anything the Contractor creates and/or undertakes or orders to be made and/or undertaken intended for the Customer, within the framework of the Order(s) granted by the Customer.
 - f) *Offer*: the Work as described that is part of the Order, including the budget of the costs related to that Work.
 - g) *Contract*: any Offer signed by the Parties to which these General Terms and Conditions apply, as well as any provision or communication that has been declared legally valid to the legal relationship between the Parties pursuant to the General Terms and Conditions.
 - h) *Intellectual Property Rights*: any rights of intellectual property and associated rights, such as – but not limited to – copyright, right to a trademark, patent right, model right, trade name right, data bank right and neighbouring rights, as well as rights to know-how and performances on a par with patentable inventions.
 - i) *General Terms and Conditions*: these General Terms and Conditions, also to be consulted on www.staat.com/docs/terms-and-conditions.pdf

2 GENERAL

- 2.1 The General Terms and Conditions apply to all Contracts and to all acts and legal acts between the Customer and the Contractor, also when these acts or legal acts may not lead to, or are not related to a Contract.
- 2.2 The applicability of general terms and conditions of purchase or other general terms and conditions of the Customer and third parties is explicitly rejected.
- 2.3 With regard to the specific nature of a specific Contract one or more provisions of the General Terms and Conditions may differ with regard to that Contract. Deviation from and additions to the General Terms and Conditions shall only be valid when these have been agreed to in writing by the Parties.
- 2.4 If any provision of the General Terms and Conditions is null and void or is voided, the other provisions of these General Terms and Conditions will remain in full force. In that case, the Parties will consult with each other in order to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provisions will be taken into account as far as possible.

3 ORDERS AND ALTERATIONS

- 3.1 An Order will be considered to have been agreed by the Parties after an Offer that was provided by the Contractor to the Customer has been signed by the Parties. More detailed oral agreements and stipulations shall only be binding on the Contractor after these have been confirmed in writing by the Contractor.
- 3.2 The Contractor is free to revoke the proposal it has made in its Offer based on the provisions of Article 219 of Book 6 of the Dutch Civil Code [*Burgerlijk Wetboek*].
- 3.3 If the Customer intends to grant a similar Order to other parties than this Contractor at the same time or has already granted the Order to another party, the Customer must inform the Contractor accordingly stating the names of these other parties.
- 3.4 The Customer is free to alter the Order. The Customer must inform the Contractor in time and in writing of the alterations. If the Customer fails to do so, incorrect execution of the Order - if any - will be at the risk and expense of the Customer.
- 3.5 Alterations of the Order will be effective by and as of acceptance thereof by the Contractor. Such acceptance may be demonstrated by execution of the requested alterations.

- 3.6 Contract extras or reductions as a consequence of alterations of the Order will be at the expense or for the benefit of the Customer, respectively. Alterations that must be implemented of necessity due to acts or omissions by the Contractor and which are not a consequence of the Order, will be at the expense of the Contractor.
- 3.7 If an alteration of the Order entails that the Contractor will exceed time frames that it had initially estimated, the Parties will consult each other in this respect as soon as possible.
- 3.8 If the Customer were to decide that it shall annul an Order that has been granted - for any reason whatsoever - and/or refrain from its execution or continued execution before completion of the Order, the Customer will be held to compensate the Contractor - unless agreed otherwise in writing - for the part of the Work that has already been executed by the Contractor for the purpose of the Order, as well as for any costs that have already been incurred by the Contractor within reason, including any costs due by the Contractor to third parties for the purpose of the execution of the Order, all of this without prejudice to any other rights assigned by law to the Contractor.
- 3.9 Quotes provided by the Contractor may be subject to changes as a consequence of unforeseen alterations of the Work. The Contractor endeavours to inform the Customer in advance of changes in quotes as far as possible. The Customer is held to accept the altered prices in the context of unforeseen circumstances and to compensate these pursuant to the provisions of Article 4, unless it cannot be required to do so on the basis of compelling interests. The Parties are free to make agreements in the Contract with regard to the maximum sum that the Contractor may invoice for unforeseen circumstances in the Work without written consent to do so from the Customer, and that the Customer must pay.

4 PRICES AND PAYMENT

- 4.1 The Customer shall owe to the Contractor the compensation for the Work as stipulated in the Contract.
- 4.2 Besides the agreed fee, also the costs that the Contractor shall incur for the execution of the Order but that are not part of the fee, shall qualify for reimbursement. These costs include costs of engaged third parties, execution of tests, courier services, travel expenses, subsistence expenses, other expenses and travel time. The Contractor shall endeavour to inform the Customer accordingly before these costs are actually incurred, so that Parties may consult each other on this subject, if so required.
- 4.3 If the Contractor is compelled to perform extra or other Work because the Customer has not provided complete, proper and clear data/materials or not provided these in time or because of an altered or incorrect Order or briefing by the Customer, it will invoice this Work separately based on the fee rates used in the Order by the Contractor. If more or other Work needs to be performed by the Contractor it will inform the Customer accordingly as soon as possible.
- 4.4 Prices are exclusive of VAT and other government levies, unless indicated otherwise.
- 4.5 Payments must be executed within 30 days of the invoice date, unless agreed otherwise in writing.
- 4.6 If no payment or no full payment has been received by the Contractor after lapse of this term, the Contractor will send a reminder, which allows the Customer 10 days to execute the payment as yet. If no payment or no full payment has been received by the Contractor after lapse of this term, the Contractor will send a demand announcing that the Customer will be in default if the invoice will not be paid within five days and that a credit interest rate of 2% will be due as of that time. After lapse of this term, the Contractor shall announce that it will pass on the claim for collection if payment will not be received within fifteen days. If no payment or no full payment has been received by the Contractor after lapse of this term, the Contractor will pass the claim on for collection to its collection agent. The costs of this collection agent will be at the expense of the Customer.
- Payment of the fee by the Customer will be as follows:
- a) In case the fee is a sum below €15,000 ex VAT the Customer must pay 50% of the fee before commencement of the Work to the Contractor. The remaining 50% must be paid after completion of the Order.
- b) In case the fee is a sum over €15,000 ex VAT the Customer must pay 50% of the

fee before commencement of the Work to the Contractor. Next, 25% of the fee must be paid by the Customer after the first presentation of the Contractor. The remaining 25% must be paid after completion of the Order.

The Contractor will ensure that invoices are correct and will be sent in time.

- 4.7 The Customer is not allowed to calculate discounts on payments that are due to the Contractor. The Customer may set off payments that are due with any offsettable advance payments it has provided to the Contractor in respect of the Contract. Further set-off of the payments that are due by the Customer is not allowed. The Customer is not entitled to suspend payment of invoices for Work that has been or will be performed in accordance with the Order.
- 4.8 Complaints with regard to invoices of the Contractor do not suspend payment obligations of the Customer. In case of complaints with regard to invoices of the Contractor, the Parties will consult each other in order to find a solution.
- 4.9 All payments shall be executed in euros, unless the Parties have agreed otherwise in the Contract.

5 EXECUTION OF THE ORDER

- 5.1 The Contractor will make an effort to execute the Order carefully and independently, to represent the interests of the Customer to the best of its ability and to aim for a result that is practicable for the Customer. In so far as required, the Contractor will inform the Customer of the progress of the Work.
- 5.2 The Customer is bound to do all that is reasonably required or desirable to achieve a proper and timely delivery by the Contractor, in particular by providing complete, proper and clear data or materials in time, or having these delivered in time.
- 5.3 Time frames provided by the Customer for completion of the Order are indicative and do not apply as final deadlines, unless the Order proves otherwise.
- 5.4 There may be a situation in which one or more permits are required in order to execute a specific Order. The Customer must indicate this in writing to the Contractor before the Work will be executed. The Parties are aware that a permit application procedure may entail that the time frames stated in the Order may be exceeded. If a time frame is exceeded due to an application for a permit this does not constitute exceeding of a final deadline in accordance with Article 5.3 and the Contractor shall not be liable as a consequence.
- 5.5 If any time frame is exceeded the Customer shall not be released from its obligations towards the Contractor.
- 5.6 The execution of tests, application for permits and assessing compliance of Customer's instructions with legal or quality standards are not part of the Order of the Contractor, unless agreed otherwise.
- 5.7 If it was agreed that the Work will be executed in phases, the Contractor is entitled to suspend the Work of a phase until the Customer has approved the results of the previous phase and has paid the full compensation that was agreed and pertains to this phase.
- 5.8 The Customer has an obligation to examine the Order as completed by the Contractor. The completed Order must be examined by the Customer within 24 hours after completion for proper and complete execution.
- 5.9 Complaints, of any nature whatsoever, with regard to the execution of any obligation under the Contract that has been agreed by the Parties, must be notified to the Contractor in writing as soon as possible after execution of the obligation to investigate, but at least within thirty working days after completion of the Order. If this is not done, it will be assumed that the Customer has fully accepted the result of the Order.

6 ENGAGING THIRD PARTIES

- 6.1 If third parties are engaged on request of the Customer or if such is deemed useful or necessary by the Contractor for the execution of an Order, or if it ensues from the nature of the Order, the Contractor is entitled to grant Orders to third Parties on behalf and at the expense of the Customer. The costs for these engaged third parties, provided they have been included in the Contract, are included in the compensation of the Contractor in accordance with Article 4.1 of the General Terms and Conditions. If these costs are not included in the Contract, the Contractor will send a separate

- invoice to the Customer in this respect, unless the Contract demonstrates otherwise.
- 6.2 If the Contractor engages third parties for the execution of the Order in its own name, the costs of the goods and/or services provided by the third party will be charged to the Customer, plus an agency surcharge of 15%. Engaged third parties that are explicitly referred to in the Contract are an exception to this rule. The costs for engaging said third parties are included in the compensation of the Contractor in accordance with Article 4.1 of the General Terms and Conditions. If these costs are not included in the Contract, the Contractor will send a separate invoice to the Customer in this respect, unless the Contract demonstrates otherwise.
- 6.3 The Contractor shall endeavour to inform the Customer accordingly before costs for engaging third parties following Article 6.1 and 6.2 are actually incurred, so that Parties may consult each other on this subject, if so required. If the Contractor draws up a budget for costs of third parties, this budget will only be indicative. If so desired, the Contractor may request Offers on behalf of the Customer.
- 6.4 Any provisions from the general terms and conditions that apply between the Customer and an engaged third party, may also be declared applicable to the Contract between the Contractor and Customer if this is in the interest of the Work and/or Order. The Contractor will inform the Customer of such provisions, which provisions will have to be accepted by the Customer subsequently, before these may apply to the Contract between the Parties. Any General Terms and Conditions of the Contractor that have already been declared applicable to the Contract between itself and the Customer will remain in full force.

7 INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF OWNERSHIP

- 7.1 Unless agreed otherwise, any Intellectual Property Rights ensuing from the Order – including, but not limited to patent right, model right and copyright – are vested in the Contractor. In so far as such rights can only be obtained by means of filing or registration, only the Contractor shall be entitled to do so.
- 7.2 Under this Contract, the Contractor undertakes not to proceed to alienate or encumber the Intellectual Property Rights it has acquired based on Article 7.1, other than in a situation in which alienation or encumbering is necessary based on the company's interest or in order to execute its daily business operations, which may apply in case of merger, division or take-over of the Contractor's company. This list is not exhaustive. As soon as the Customer has fully complied with its obligations under this Contract, the Contractor will provide it with an exclusive license that is valid for an unlimited period of time in respect of the use of the result of the Order. The compensation for said licence is included in the compensation due for the Work. The Parties agree explicitly in these Terms and Conditions that this right of use pertains exclusively to the designated use that was agreed in the Order. If no agreements were made as to the designated use, the license provision will be limited to the use of the result of the Order which was specifically intended at the time of granting the Order. It must be demonstrated that these intentions have been notified to the Contractor prior to concluding the Contract.
- 7.3 After receiving written consent from the Contractor, the Customer is entitled to use the result of the Order in a wider scope or another manner than that which was agreed in this Article, or to have it used as such. If a Customer proceeds to a wider or alternative use than that which was agreed, also including alteration, mutilation or violation of the preliminary or final result of the Order, the Contractor shall be entitled to compensation in respect of violation of its rights that is reasonably and fairly proportional to the violation that was effected, without prejudice to the entitlement of the Contractor to claim the damages that were actually suffered.
- 7.4 In derogation from Article 7.2, the Parties may agree that the Customer will transfer its Intellectual Property Rights in full by title deed to the Customer, after the Customer has fully complied with its obligations under this Contract. The Customer will provide a reasonable compensation to the Contractor with regard to this transfer of these rights.
- 7.5 In case the Customer has acquired the Intellectual Property Right by means of transfer of rights following Article 7.4, it is obliged to comply with the rights of the creator, including – but not limited to – a ban on alteration, mutilation and violation, as stipulated in Article 25 of the Dutch Copyright Act [*Auteurswet*].
- 7.6 Unless the result of the Order is not suitable to do so - at the discretion of the

Customer - the Contractor shall in principle always be entitled to display or have its name displayed on the work or to remove it and the Customer shall not be entitled to disclose or multiply the work without stating the name of the Contractor. The Parties are free to agree otherwise in the Contract.

- 7.7 Unless agreed otherwise, the scope of the order does not include the execution of investigation into the existence of third party rights, including patent rights, model rights, copyrights or portrait rights. The same applies to investigation - if any - into the opportunity of said types of protection in respect of the Customer.
- 7.8 Unless agreed otherwise, the materials or files that were created by the Contractor in the context of the Order will remain the in the property of the Contractor, irrespective of whether these were provided to the Customer or third parties.
- 7.9 At all times, the Parties may conclude detailed agreements on full or partial transfer of Intellectual Property Rights to the works that were created by the Contractor.
- 7.10 Even after transfer of the rights as referred to in the previous paragraph, if any, the Contractor will still be entitled to use the result of the Order for its own publicity or promotion, with due regard for the rights of third parties.

8 SUSPENSION, CANCELLATION AND TERMINATION

- 8.1 The Contract between the Parties will be concluded for an indefinite period of time or for the duration of the Order and/or completion of the Work, at the discretion of the Parties.
- 8.2 When the Work of the Contractor consists of repeated execution of similar Work, the applicable Contract will be valid for an indefinite period of time, unless agreed otherwise. This Contract can only be cancelled by written notice, subject to a reasonable notice of three months.
- 8.3 If the Customer (i) cancels the Contract or if (ii) the Contract is terminated by the Contractor due to a failure or attributable failure in compliance with the Contract by the Customer, the Customer must compensate the Contractor for the costs it has already incurred for the execution of the Contract, based on the compensation to the Contractor that was agreed in the Contract, as well as for any costs that have already been incurred by the Contractor within reason, including any costs due by the Contractor to third parties for the purpose of the execution of the Order, all of this without prejudice to any other rights assigned by law to the Contractor. If the Customer behaves in a manner based on which the Contractor cannot be required to complete the Order within reason, this will also be considered as an attributable failure.
- 8.4 In case the Contract will be terminated due to a failure or attributable failure by one of the Parties, all that has been delivered and/or performed by the Contractor will not be undone. Invoices that have been sent by the Contractor before the termination in respect of anything it has performed or delivered properly in the execution of the Contract, will remain fully due with due observance of the previous sentence and must be compensated in accordance with the stipulations of Article 4.6.
- 8.5 A Party is entitled to terminate the Contract in full or in part in case of bankruptcy or suspension of payments of the other Party as well as in case the other Party's company is shut down or wound up. In case of bankruptcy of the Customer, the Contractor is entitled to end the license it may have provided unless the consequences thereof would be contrary to reasonableness and fairness.
- 8.6 In case of termination pursuant to this Article, the following obligations will continue at the end of the Contract:
- payment obligation pursuant to Article 4.6;
 - obligation of confidentiality pursuant to Article 12.3;
 - obligations with regard to Intellectual Property Rights pursuant to Article 7;
 - obligation of liability pursuant to Article 10.
- These obligations will remain in force as long as the Customer may invoke their continuation within reason.
- 8.7 The Contractor is entitled to suspend or cancel the execution of the Order if the Customer does not comply with its obligations under this Contract or does not comply in full and/or in time.

9 WARRANTIES AND INDEMNIFICATIONS

- 9.1 The Contractor warrants that the result of the Order was created by itself or on its

behalf and that the Contractor is the entitled party if any Intellectual Property Rights are attached to the result.

- 9.2 The Customer shall indemnify the Contractor and any persons engaged by the Contractor in the Order for any third party claims ensuing from the applications or use of the result of the Order.
- 9.3 The Customer shall indemnify the Contractor for any claims with regard to Intellectual Property Rights on the materials or data provided by the Customer that are used in the execution of the Order. The Parties will conclude detailed agreements to this effect in one or more separate contract(s).

10 LIABILITY

- 10.1 The Contractor is not liable for errors and/or failures in the execution of the Order that may be caused by behaviour and acts of the Customer, which include, but are not limited to:
- a) errors or failures in the materials and/or data provided by the Customer or failure to provide materials and/or data or failure to provide these in time.
 - b) misunderstandings, errors or failures in respect of execution of the Contract if these are the result or a consequence of acts of the Customer, such as not providing complete, proper and clear data or materials, or not providing these in time.
 - c) errors or failures by third parties that were engaged by or on behalf of the Customer.
 - d) failures in offers by suppliers or for transgression of quotes by suppliers.
 - e) errors or failures in the result of the Order, if the Customer has granted its approval, or was allowed an opportunity to perform an inspection and did not use that opportunity.
 - f) errors or failures in the result of the Order, if the Customer failed to allow the creation or execution of a specific model, prototype or test when such model, prototype or test would have made these errors perceptible.
- 10.2 The Contractor is exclusively liable for direct damages that are attributable to it. Direct damages exclusively means:
- a) reasonable costs to determine the cause and scope of the damages, in so far as determination pertains to damages within the meaning of these General Terms and Conditions;
 - b) reasonable costs - if any - that are necessary to achieve that the defective performance of the Contractor will meet the Contract requirements;
 - c) reasonable costs that were incurred to prevent or limit damages in so far as the Customer demonstrates that these costs have resulted in mitigation of the direct damages as referred to in these General Terms and Conditions.
- Liability by the Contractor is excluded for any other type of damages than those mentioned above, such as indirect damages, including consequential damages, loss of profit, mutilated or lost data or materials, or damages by interruption of business operations.
- 10.3 Any claims in respect of liability by the Contractor will terminate after lapse of a period of 12 months after termination of the Work or completion of the Order, respectively.
- 10.4 Except for cases of intent or deliberate recklessness by the Contractor, the liability of the Contractor for damages in respect of a Contract or an unlawful act committed against the Customer shall be limited to the invoice amount related to the part of the Order that was executed, less the costs incurred by the Contractor for engaging third parties, subject to the proviso that this sum will not exceed €45,000 and at least always limited to the maximum sum that the insurance company will pay to the Contractor in the relevant case.

11 FORCE MAJEURE

- 11.1 In case the Contractor is prevented from executing the Work in full and/or in time due to *Force Majeure*, the Contractor shall - at its discretion - be entitled to suspend the execution of the relevant Contract or to terminate the Contract in part or in full by means of a written statement, without the Contractor being held to pay any compensation of damages.
- 11.2 *Force Majeure* includes: strike, fire, machine failure and other operational disruptions, transport failures and other events that are beyond the control of the Contractor or its suppliers, as well as sudden increases of import duties and excises and/or taxes,

delay or failure to deliver by suppliers, not obtaining the required permits and other government measures.

12 OTHER PROVISIONS

- 12.1 The Customer is not allowed to transfer any right from a Contract that was concluded with the Contractor to a third party, subject to the Contractor's prior written permission.
- 12.2 In case the activities of the Customer, or the relevant activities of the Customer will be merged with or continued in another company, for any reason whatsoever and in any manner or shape whatsoever, both the original and successive company will be jointly and severally liable with regard to compliance with the rights and obligations of the Customer that ensue from the Contract.
- 12.3 The Parties are mutually bound by secrecy with regard to the details and information they have provided and the Work (including ideas, advices, concepts and other proposals originating from the Contractor) in so far as these are confidential by nature and/or have to be considered as protected by any Intellectual Property Right, all of this in so far as it has not been provided for otherwise in these General Terms and Conditions and/or the Parties have not agreed otherwise in writing. Third parties that are engaged in the execution of the Order will also be bound to a similar confidential treatment of these data, information and Work. The Contractor will conclude confidentiality agreements with any third parties it has engaged in its own name if such is necessary for proper execution of the Order.
- 12.4 Headings of these Articles in these General Terms and Conditions only serve to improve readability and are no part of these Terms and Conditions.
- 12.5 Dutch law applies to the Contract between the Contractor and the Customer.
- 12.6 Any disputes that may ensue from or be related to Contracts concluded subject to these Terms and Conditions, and Offers provided, and these General Terms and Conditions, or contracts that are a consequence thereof, will exclusively be brought before the competent court in Amsterdam.