

General Terms and Conditions

GENERAL; DEFINITIONS Article 1

- 1.a These general terms and conditions apply to all quotations for the provision of services and supplies, as well as agreements relating thereto, by freelance employees in the creation of audiovisual productions. For the purposes of these general terms and conditions, a freelance employee is defined as someone who, either alone or with others, exercises an independent business as a natural person or through a legal person, consisting of carrying out work on behalf of third parties, therefore other than as an employee in permanent or temporary employment.
- 1.b For the purposes of these general terms and conditions, an audiovisual production, an audiovisual or an AV shall mean a work created by cinematographic, mechanical or electronic means in the copyright sense, which can be recorded by means of film, video tape, tape/slide process, or in any other way.
- 1.c For the purposes of these general terms and conditions, a client shall mean anyone who grants a freelancer an assignment to produce, edit and/or process carriers of image and/or sound or to perform other work in connection with the creation of an audiovisual production.
- 1.d For the purposes of these general terms and conditions, a contractor shall mean the freelancer who is engaged in the production, editing and/or processing of carriers of image and/or sound, or work of any other kind, performed for or in connection with the creation of an audiovisual production.
- 1.e For the purposes of these general terms and conditions, carriers of image and/or sound shall mean tangible media on which image and/or sound can be recorded, such as sound tape, video tape, photographic, cinematographic and similar materials.
- 1.f A reference to a client's own general terms and conditions shall not affect the client's general terms and conditions, provided that the client has given the contractor a reasonable opportunity to acquaint himself with those general terms and conditions and insofar as those general terms and conditions take into account the contractor's legitimate interests, as also reflected in those general terms and conditions, and are not unreasonably onerous for the contractor, given those interests and the other circumstances of the work intended in the assignment. To the

extent that the client's general terms and conditions do not contain provisions which are included in these general terms and conditions, the relevant provisions of these general terms and conditions shall in any event apply.

- 1.g Dutch law shall apply to all orders accepted by the contractor and to all further agreements, including these general terms and conditions; quotations shall be deemed to have been made in the Netherlands and agreements shall be deemed to have been concluded in the Netherlands.

QUOTATIONS, PRICES Article 2.

- 2.a All quotations made by the contractor, in whatever form, are non-binding, unless expressly stated otherwise in writing, and in that case only binding until the date specified in the quotation.
- 2.b The contractor reserves the right to refuse orders without giving reasons.
- 2.c The data, ideas, synopses, proposed elaborations, diagrams, calculations, etc., provided by the contractor in the quotation, where applicable, remain the property of the contractor and are protected by copyright; the client is not authorized to disclose them to third parties.
- 2.d The contractor cannot be held responsible for information provided to him by third parties which subsequently proves to be incorrect, nor for any obvious mistake in his own information or in the quotation or later submitted calculations, drawings, price lists or other documents relating to the quotation.
- 2.e Unless explicitly agreed otherwise in writing, the prices quoted by the contractor are exclusive of VAT and based on the purchase prices, hourly rates, wages, labor costs, social and government charges, freight, insurance premiums, and other expenses applicable at the time of the quotation or acceptance of the assignment.
- 2.f In the event of an unforeseen increase in one or more of the aforementioned factors, the contractor is entitled to adjust the quoted or agreed price accordingly, subject to any relevant legal regulations.
- 2.g If the contractor has designed plans and/or cost estimates on behalf of the client, and the assignment is nevertheless cancelled, the client is obliged to reimburse the contractor for the actual costs incurred, including the contractor's fee.

CONTRACT Article 3.

- 3.a Except as provided below, an agreement is only concluded after the written acceptance of the assignment.
- 3.b Any subsequent agreements to supplement or amend the contract are binding on the contractor only after written confirmation.
- 3.c For work that does not require a quotation or order confirmation in terms of nature and scope, the invoice shall also be deemed as the order confirmation.
- 3.d Where the client is mentioned in these general terms and conditions, this includes his representatives, authorized persons, and successors under general or specific title, even if their authority is not apparent from registration or otherwise.
- 3.e Every agreement is made subject to the suspensive condition that the client, in the exclusive judgment of the contractor, proves to be sufficiently creditworthy for the financial performance of the agreement.
- 3.f After accepting the assignment, the contractor is entitled to require the client to provide security before further performance, including payment obligations.
- 3.g The contractor is authorized to engage third parties if he deems it necessary or desirable for the proper execution of the assignment. The fees and expenses of these third parties will be charged to the client. However, before engaging third parties, the contractor must obtain the client's consent.

TERMS Article 4.

- 4.a The deadlines for the provision of services and/or delivery mentioned in the quotations, confirmations, and agreements are given by the contractor to the best of their knowledge and experience. They will be adhered to as much as possible by the contractor, and are non-binding unless agreed upon as binding.
- 4.b If it appears that a binding deadline will nevertheless be exceeded, or if it appears that a non-binding deadline will be exceeded excessively, the contractor will contact the client as soon as possible to discuss further execution of the order.
- 4.c If the results of the contractor's work are not accepted by the client after the agreed deadline has expired, they will be made available to the client at their own expense and risk. The contractor is obliged to inform the client about this and to communicate the maximum storage period. The

contractor is authorized to charge the client storage fees in this regard.

- 4.d If, at the request of the client, orders are carried out or goods are delivered within a shorter period than initially agreed, any additional fees and costs associated with this will be charged to the client.

DURATION OF SERVICES and COMPENSATION Article 5.

- 5.a The duration of the services extends from the day on which the preparation for them begins by the contractor to the complete completion of the work and otherwise for as long as agreed upon with the client.
- 5.b The compensation for the contractor's services is expressed in a monetary amount per hour, day, week, or month.
- 5.c In the event that an hourly rate must be derived from a daily, weekly, or monthly amount, the following apply:
 - 1/10 of the agreed daily fee for an hourly fee,
 - 1/50 of the agreed weekly fee for an hourly fee,
 - 1/216 of the agreed monthly fee for an hourly fee.However, the fee for half a working day is always at least 75% of the agreed daily fee.
- 5.d Guidelines for the compensation of the contractor's services can be added as an appendix to these general terms and conditions. These guidelines apply to the period indicated therein.
- 5.e Payment of the amounts due to the contractor will be made at the end of each day, week, or month, depending on what has been agreed upon.

REIMBURSEMENT OF EXPENSES Article 6.

- 6.a To the extent that travel time is considered working time, the costs that must be incurred by the contractor in the event that the client does not arrange for transportation will be reimbursed by the client.
- 6.b Accommodation expenses of the contractor, including the costs of meals and refreshments, will be reimbursed to the contractor to the extent that they are not paid directly by the client.
- 6.c Payment of the expenses is made simultaneously with payment of the compensation as referred to in Article 5, paragraph e.

WORKING HOURS AND REST PERIODS Article 7.

- 7.a The working hours of the contractor per full working day shall normally not exceed 10 hours; the working hours per half day shall normally not exceed 5 hours. The working hours per continuous period of 7 days shall not exceed 55 hours.
- 7.b All days of the week can be working days; however, the parties may agree that work on Saturdays, Sundays, and public holidays will be subject to a surcharge on the rate.
- 7.c Notwithstanding the provisions of paragraph a) and without prejudice to the provisions of this article, it may be agreed that the daily working time is extended. The extensions referred to herein, to the extent that they exceed 10 hours per working day, shall be considered overtime. A surcharge of 50% shall apply to overtime up to a maximum of five hours, and a surcharge of 100% shall apply to the hours worked thereafter.
- 7.d Notwithstanding the provisions of paragraph c) of this article, it may be agreed that overtime will be compensated with paid rest hours, provided that:
 - Compensation with paid rest hours can only take place within the contract period and no later than 10 days after the overtime has been worked;
 - As soon as it has been established that the overtime will be compensated in cash, such payment shall be made no later than the next agreed payment date of the fee;
 - Paid rest hours always precede or immediately follow the rest hours prescribed in paragraph c) of this article.
- 7.e An uninterrupted rest period of at least 10 hours shall be provided between the end of the working day and the beginning of the immediately following working day. An uninterrupted rest period of at least 36 hours shall be provided per continuous period of 7 days. The start time of this long rest period must be agreed upon in advance, but no later than 48 hours before.
- 7.f Lunch and dinner breaks shall be considered as working hours. At least half an hour shall be allocated for lunch, and at least one hour shall be allocated for dinner.
- 7.g Travel time between the fixed place of business of the client and locations outside that place of business shall be considered as working time. Unless otherwise agreed, travel time between the usual residence or place of stay of the contractor and the fixed place of business of the client shall also be considered as working time.

WORK INTERRUPTION Article 8.

- 8.a Under special circumstances, the contractor is free to interrupt the work for a short period of time.
- 8.b Such special circumstances include:
 - the marriage of the contractor, one of their children, parents, brothers or sisters,
 - the birth of the contractor's spouse or partner, or the contractor themselves,
 - the death of persons belonging to the household of the client, as well as children, parents, in-laws, brothers or sisters not belonging to the household,
 - the funeral or cremation of the aforementioned persons,
 - the fulfillment of an obligation imposed by law or government without financial compensation that cannot be carried out during the contractor's free time.
- 8.c The contractor informs the client of the relevant event as soon as possible. The duration of the work interruption is determined by mutual agreement between the parties. Unless otherwise agreed, the work interruption shall be at least one day per event.
- 8.d The work interruption referred to in this article is at the expense of the contractor.

ILLNESS Article 9.

- 9.a The contractor who is unfit to perform their work due to illness or other cause is obliged to inform the client immediately.
- 9.b In case of illness or other incapacity of the contractor, the client has the right to terminate their agreement with the contractor immediately and without judicial intervention as soon as the contractor has been prevented from performing their work for more than 3/10 of the total agreed working time due to illness or other incapacity.
- 9.c Otherwise, the contractor loses any entitlement to the remuneration agreed between the parties for the period of their absence due to illness or other incapacity.

RISKS, ADDITIONAL RISKS Article 10.

- 10.a The contractor assumes that the client bears and insures at their own expense the risk of loss or damage to the negatives, reversal, video, or other original audiovisual material, as well as the loss of production hours or days due to any cause, and any other business damages and liability related to their business operations, including towards the contractor themselves.
- 10.b If the execution of the assignment entails risks for the contractor that exceed the

- normal risks involved, the client is liable to the contractor in this regard; the client insures those risks at their own expense.
- 10.c Regardless of any insurance, the contractor has the right to refuse the execution of an assignment if the work involves special risks for them, which they were not informed of or could not reasonably have been aware of before accepting the assignment, without the client's obligations to the contractor being voided.
- 10.d Unless expressly agreed otherwise in writing, the method of transport, packaging, etc. of equipment and materials will be determined by the contractor to the best of their knowledge and experience if no specific instructions have been given by the client. Unless expressly agreed otherwise in writing, the shipment and transport of goods by the contractor is at the expense and risk of the client, even if the transport documents, transport addresses, and the like of the carrier state that all transport damages are at the expense and risk of the sender.

FORCE MAJEURE Article 11.

- 11.a Force majeure in these general terms and conditions means any circumstance beyond the control of the client and/or the contractor, making it impossible for the other party to reasonably demand the performance of the agreement or to attribute a failure to fulfill the agreement. Force majeure includes, in any case: war, threat of war, civil war, riot, flood, strike, lockout, excessive absenteeism of personnel or other employees of the contractor, transportation difficulties, fire, government measures, business disruptions at the contractor or their suppliers or subcontractors.
- 11.b If, in the opinion of the contractor, the force majeure will be temporary, they have the right to suspend the performance of the agreement until the circumstance causing the force majeure no longer occurs.
- 11.c If, in the opinion of the contractor, the force majeure is permanent, the parties can arrange for the termination of the agreement and the consequences thereof.
- 11.d The contractor has the right to invoke force majeure even if the circumstance causing the force majeure occurs after their performance should have been delivered.

PREVENTION BY THE CLIENT Article 12.

- 12.a The client must notify the contractor immediately of any prevention, whether caused by their own fault or by a circumstance other than force majeure, from using the contractor's agreed services, for which the contractor has reserved their time (option), and such notification must be made no later than 48 hours before the agreed work is scheduled to commence.
- If this deadline is exceeded, the relevant option becomes a definitive booking. In the event of a cancellation as referred to here, which is communicated to the contractor later (within 48 hours), the contractor retains their full right to the agreed fee, just as in the case of a definitive booking. However, in the case of a fair-weather option, a term of 12 hours applies.
- 12.b Insofar as the client is unable to receive compensation for this reason from insurance policies taken out by them, they are exempt from their payment obligations to the contractor in the event that the prevention results from a special circumstance as referred to below, and if they have observed a reasonable cancellation period in connection with that circumstance.
- Such special circumstances include, among others:
- the failure or late receipt of subsidy commitments or order confirmations;
 - the failure to obtain licenses or visas;
 - illness, accident or death of actors or difficult-to-replace employees or studio personnel, delays in production due to these and similar circumstances. If the client has failed to take out and maintain insurance against risks as referred to in this clause, they are not, however, exempt from their payment obligation to the contractor.
- 12.c During non-cancellable working days, the contractor remains available to the client. They are obliged to perform any replacement work that may be assigned to them, provided that this replacement work, in terms of its type and nature, bears reasonable similarity to the agreed performance.
- 12.d The contractor may, however, inform the client that they do not wish to remain available to them during the period referred to in the previous clause (c); in this case, the contractor forfeits any claim to payment of the agreed fee for that period.

PREVENTION BY THE CONTRACTOR Article 13.

- 13.a The contractor remains available to the client during the agreed hours, days, weeks or months or during the agreed periods; the parties may agree that the contractor is not available to the client during certain periods.
- 13.b The contractor is not available to the client during the work interruption referred to in Article 8.
- 13.c In the event that the contractor wishes to enter into obligations with third parties on the days when they do not need to be available to the client, they are nevertheless obliged to consult with the client in advance regarding these obligations. If the client informs the contractor that the availability of the contractor is required on the relevant day(s), the contractor will not enter into such obligations.

ADVERTISEMENTS Article 14.

- 14.a Any complaints can only be considered by the contractor if they are reported to him in writing, directly and within 10 working days after the service is provided or the goods are delivered, giving a precise statement of the nature and grounds for the complaint. Within the same period, the material relating to the complaint must be in the possession of the contractor. Complaints about invoices must also be made in writing and within 14 days of the date of dispatch.
- 14.b If no complaints are filed within the specified period, the client shall be deemed to have approved the service provided, goods delivered or invoice, as appropriate. Any complaints received after that period shall not be considered by the contractor.
- 14.c If the contractor finds the complaint to be valid, he shall be obliged, at his own discretion, either to pay compensation in money, the amount of which shall be determined by mutual agreement, or to provide new services or deliver new goods, while maintaining the existing agreement.
- 14.d Filing a complaint does not release the client from his payment obligations to the contractor.

LIABILITY Article 15.

- 15.a The contractor shall not be liable for any direct or indirect damage of any kind caused by the complete or partial loss or destruction of carriers of images and/or sound or other goods of the client during the manufacture, processing or treatment by the contractor. The same applies to

other forms of service provided by the contractor to or for the benefit of the client with respect to goods of the client in general. In accordance with Article 10, the risk for such material and goods shall be borne by the client.

- 15.b If the client makes this explicitly known in writing to the contractor, the contractor shall insure the risks referred to in this article under 1) to the extent possible at the expense of the client. However, the liability of the contractor, if any, despite the provisions of the preceding paragraph of this article, shall not extend beyond the payment to the client of the insurance proceeds received by the contractor.

PAYMENT; INTEREST AND COSTS Article 16.

- 16.a Payment must be made net without deduction or set-off by means of deposit or transfer to a bank account designated by the contractor, within 30 days of the invoice date. The currency date indicated by the bank is decisive and is therefore considered as the day of payment.
- 16.b In cases where the client is declared bankrupt, applies for a moratorium on payments, is placed under management or guardianship, or, if the client is a natural person, dies or is placed under curatorship, if the client violates any obligation under the law or the agreement with the contractor, including these general terms and conditions, resulting from the seizure of all or part of the client's assets, if the client terminates, suspends, liquidates or transfers his business or changes the objective or actual activities of his business, the contractor has the right, by the mere occurrence of one of these circumstances, to demand immediate payment of any amount owed by the client on the basis of work carried out or supplies made by the contractor, without any reminder or notice of default being required, without prejudice to the contractor's right to compensation for costs, damages and interest and to dissolve the agreement concluded with the client.
- 16.c If payment of the contractor's invoice has not been made within the period referred to in paragraph a) of this article, the client is automatically in default. The date of dispatch of the invoice shall be deemed, unless proven otherwise, to be the same as the date of the invoice.
- 16.d From the day on which the client is in default, he shall owe the contractor interest at the statutory rate until the day of full

16.e payment of the principal, interest and costs.
All judicial and extrajudicial costs incurred and to be incurred in collecting the contractor's claims shall be borne by the client, including the costs of legal assistance. The extrajudicial collection costs amount to at least 15% of the amount owed by the client, including the aforementioned interest.

PROPERTY RETENTION Article 17.

17.a The ownership of goods to be delivered by the contractor does not pass to the client until immediately after the complete payment of all claims that the contractor has on the client for any reason whatsoever.

17.b In cases as referred to in Article 16 under b), the contractor has the right to terminate the contract without any prior notice or default notice and without judicial intervention and/or to reclaim as property of the client what still needs to be delivered by the contractor but has not yet been paid for or not yet fully paid for, without prejudice to the contractor's right to claim compensation for any loss or other damages. In the said cases, any other claim that the contractor may have against the client is also immediately and fully payable.

COPYRIGHTS, MECHANICAL REPRODUCTION RIGHTS, ASSIGNMENTS REGARDING EXISTING WORKS, INDEMNIFICATION Article 18.

18.a The contractor whose activities are deemed to be of a creative nature shall, to the extent that it concerns his contribution to the audiovisual production, have both the personality right and the exploitation right, the latter valued at a share in the exploitation revenue of the audiovisual work to be agreed upon with the client.

18.b Subject to his right to a share in the exploitation revenue of the audiovisual work, the contractor is obliged to transfer to the client, without reservation of any authority in this respect, the exclusive right to disclose and reproduce the result of his activities, insofar as it can be considered a work within the meaning of the Copyright Act or a contribution thereto, in its most complete legal scope, and to waive any claim that the contractor may have with regard to the disclosure and reproduction of the result of his work against the client. However, the contractor is not obliged to comply with these obligations with regard to the rights that he may have transferred

to organizations intended for protection and collection purposes.

18.c The further definition of the contractor's right to a share in the exploitation revenue of the audiovisual work, in particular regarding the size of the share, the payment thereof, the manner of providing information about the exploitation results, as well as the right of control by the contractor and the manner of exercising it, shall be separately agreed upon and recorded in writing by the parties.

18.d The transfer of rights and waiver referred to in this article shall be recorded in a separate deed as soon as the contractor's activities for the relevant audiovisual production have ended. Pending such transfer, the contractor, by the mere fact of his cooperation in the relevant audiovisual production, exclusively authorizes the client to act with the result of his activities as if the requirement of paragraph b) of this article has been met. Likewise, the contractor authorizes the client to exercise the copyright rights and powers arising therefrom to protect and enforce the rights and powers to be transferred against third parties, and to act both in and out of court, at its own expense and, if necessary, in the name of the contractor.

18.e The contractor has the right to have their name mentioned in the customary section of the production credits indicating their role, in a way that is clearly legible through design, size, placement, and duration of display. However, the contractor is free to negotiate with the producer to not have their name mentioned in the title credits, accompanying folders and brochures, press releases, and other publications related to the AV production.

18.f In the case of an order for synchronizing a carrier of image and sound, the produced sound may only be publicly played together with the relevant images.

18.g The mechanical rights (recording or reproduction rights) relating to the music and/or text associated with a carrier of image and sound are taken care of by the client for the purpose of presentation/publication. This is also the case for the relevant rights if and to the extent that the contractor may have transferred other rights to designated institutions for protection and collection.

18.h In the case of orders for the processing or manipulation of carriers of image and/or sound on which an existing copyright work is recorded, the liability in this regard rests with the client.

- 18.i The client indemnifies the contractor against all claims from third parties, whether or not of a copyright nature, arising from the work carried out by the contractor with respect to the assigned task.

in that sense are included in the general or specific terms and conditions of the client when these general terms and conditions come into effect, but such provisions are subsequently included. Therefore, in such a case, the client cannot rely on the relevant subsequently established provisions of its own general terms and conditions, but the relevant provisions of these general terms and conditions shall apply for that case.

CONFIDENTIALITY Article 19.

- 19.a Unless expressly authorized in writing by the client, the contractor is obliged, with respect to the AV production to which his activities relate, both during and after its duration, as well as with respect to all that must be regarded as confidential in nature at the client:
- not to disclose any information to third parties,
 - not to provide third parties with access to documents entrusted to him or that have come into his possession in any other way.

TERMINATION, DISSOLUTION

Article 20.

- 20.a The contractor has the right to terminate the agreement entered into with the client immediately and without judicial intervention if, prior to or at the acceptance of the assignment, the client has given him a misleading or incorrect picture of the nature and content of the relevant AV production.
- 20.b Each party has the right to terminate the agreement entered into immediately and without judicial intervention if the other party, after notice of default, refuses or is unable to fulfill its obligations under the agreement.

DISPUTES Article 21.

- 21.a All disputes arising from the agreement between the contractor and the client, including these general terms and conditions, or any further agreements on this matter, or the execution thereof, between parties or their legal successors under general or specific title, whether legal or factual, of whatever nature, even if they are only designated as such by one of the parties, shall be subject to the jurisdiction of the ordinary judiciary. However, parties remain authorized to submit their dispute to arbitration, provided they agree to do so within 14 days after the most reasonable party proposes such arbitration in writing to the other party.

FINAL PROVISION Article 22.

- 22.a The rule set out in article 1 under f), second sentence, shall continue to apply in the event that no provisions as referred to