

## GENERAL TERMS AND CONDITIONS FREEMZ

Deposited at the Chamber of Commerce in Amsterdam under no. 34274431

### 1 GENERAL; DEFINITIONS

1.1 These general terms and conditions apply to all quotations for the provision of services and deliveries, as well as agreements in that regard, by freelance employees in the production of audiovisual productions. A freelance employee, for the purposes of these general terms and conditions, is defined as someone who, either alone or with others as a natural legal entity or through a legal entity, conducts an independent business consisting of performing work on behalf of third parties, other than as an employee in permanent or temporary (wage) employment.

1.2 An audiovisual production, an AV, or AV, as used in these general terms and conditions, refers to a work created through cinematographic-mechanical or electronic means in the sense of copyright, as can be recorded by means of film, video tape, tape/slide process, or in any other way.

1.3 The term "client" in these general terms and conditions refers to anyone who commissions a freelancer to produce, edit, and/or process carriers of images and/or sound or to perform other tasks in the production of an audiovisual production.

1.4 The term "contractor" in these general terms and conditions refers to the freelancer who is engaged in the production, editing, and/or processing of carriers of images and/or sound, or other types of work, carried out for or in connection with the production of an audiovisual production.

1.5 The term "carriers of images and/or sound" in these general terms and conditions refers to tangible media on which images and/or sound can be recorded, such as sound tape, video tape, hard disk, photographic, cinematographic, and similar materials.

1.6 A reference to the client's own general terms and conditions remains unaffected if the client has provided the contractor with a reasonable opportunity to take note of those general terms and conditions and to the extent that those general terms and conditions take into account the justified interests of the contractor, as also expressed in the general terms and conditions, and, given those interests and the other circumstances of the work intended in the assignment, are not unreasonably burdensome for the contractor. To the extent that the client's general terms and conditions do not contain provisions that are included in these general terms and conditions, the relevant provisions of these general terms and conditions apply in any case.

1.7 Dutch law applies to all assignments accepted by the contractor and further agreements, including these general terms and conditions; quotations are deemed to have been made in the Netherlands and agreements are deemed to have been concluded in the Netherlands.

### 2 QUOTATIONS, PRICES

2.1 All quotations, made in any form whatsoever by the contractor, are non-binding unless expressly stated otherwise in writing and in that case, only binding until the date stated in the quotation.

2.2 The contractor reserves the right to refuse orders without giving reasons.

2.3 The data, ideas, synopses, proposed implementations, schemes, calculations, etc., provided by the contractor in the quotation remain the property of the contractor and, where applicable, are protected by copyright; the client is not authorized to disclose this information to third parties.

2.4 The contractor cannot be held responsible for information provided by third parties that subsequently proves to be incorrect, nor for an obvious mistake in its own information or in the quotation or later submitted calculations, drawings, price lists, or other documents related to the quotation.

2.5 Unless expressly agreed otherwise in writing, the prices quoted by the contractor are exclusive of VAT and based on the prices, hourly rates, wages, labor costs, social and government charges, freight, insurance premiums, and other costs applicable at the time of the quotation, or the date of acceptance of the order.

2.6 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 applicable statutory provisions.

2.7 If a client has commissioned the contractor to design plans and/or cost estimates, and the assignment nevertheless does not proceed, the client is obliged to reimburse the contractor for the actual costs incurred by the contractor, including his fee.

### 3 AGREEMENT

3.1 Unless otherwise provided hereinafter, an agreement is only concluded after written acceptance of the order.

3.2 Any subsequent agreements to supplement or amend the agreement shall only bind the contractor after his written confirmation.

3.3 For work for which no quotation or order confirmation is sent in terms of nature and extent, the invoice is also considered as an order confirmation.

3.4 Where the client is mentioned in these general terms and conditions, his representatives, authorized representatives, and successors under general or special title are also meant, even if their authority does not arise from registration in any register or otherwise.

3.5 Each agreement is concluded subject to the suspensive condition that the client, to the sole discretion of the contractor, proves to be sufficiently creditworthy for the financial performance of the agreement. The contractor is entitled, before further performing the order, to require the client to provide security that he will fulfill all his obligations, including payment obligations.

3.6 The client must ensure that all data, information, and documents necessary for the performance of the agreement are provided to the contractor in time, complete and correct, and that the contractor is always informed of developments that may be of importance to the performance of the agreement.

3.7 If the contractor requires information from the client for the performance of the agreement, the period within which the agreement is to be performed does not commence until the client has made the necessary information available to the contractor.

3.8 If, due to circumstances on the part of the client, the start or continuation of the work is delayed, the costs arising therefrom will be borne by the client in accordance with the rates normally charged by the contractor.

## 4 TERMS

4.1 The deadlines mentioned in the quotations, confirmations, and agreements for the provision of services and/or delivery are provided to the best of the contractor's knowledge and experience; they will be observed by the contractor as much as possible; they are non-binding unless agreed upon as binding.

4.2 If it appears nevertheless that a binding deadline will be exceeded, or if it appears that a non-binding deadline will be excessively exceeded, the contractor will promptly contact the client to discuss further execution of the assignment with them.

4.3 If the results of the contractor's work are not accepted by the client after the agreed deadline has passed, they are made available to the client at their expense and risk. The contractor is obliged to inform the client accordingly and to notify them of the maximum storage period. The contractor is entitled to charge the client storage fees in this regard. 4.4 If, at the request of the client, tasks are performed or goods are delivered within a shorter period than initially agreed upon, any additional fees and costs associated with this will be charged to the client.

## 5 DELIVERY; RISK TRANSFER; STORAGE

5.1 Delivery is made at the time when the carrier of images and/or sound is ready for shipment to the client, even if the client has not yet taken delivery of the carrier.

5.2 The risk of loss, damage, or depreciation of the carrier of images and/or sound is transferred to the client at the moment of delivery as referred to in paragraph 1.

5.3 If the client does not accept the carrier of images and/or sound, the contractor is entitled to store it at the expense and risk of the client. The client is then obliged to reimburse the costs of storage and any other additional costs incurred by the contractor, which may include but are not limited to, the costs of insuring the stored goods.

5.4 The contractor is entitled to dismantle, change, or remove his own property at any time if this is necessary for the performance of the agreement. The client must ensure that the contractor has access to the premises where the contractor's property is located.

5.5 The client is not entitled to suspend his obligations under the agreement, including but not limited to, payment of the price of the work delivered, due to the storage or temporary impossibility of taking delivery of the work delivered, or other obligations arising from the agreement.

## 6 COMPENSATION FOR EXPENSES

6.1 To the extent that travel time is considered as working time, the costs incurred by the contractor in case the client has not arranged for transportation shall be reimbursed by the client to the contractor.

6.2 Accommodation expenses of the contractor, including the costs of meals and refreshments, shall be reimbursed to the contractor, to the extent that they are not directly paid by the client.

6.3 The payment of expenses shall be made simultaneously with the payment of the remuneration as referred to in Article 5.5.

## 7 PAYMENT

7.1 Payment must be made within thirty days after the invoice date, in the manner specified by the contractor and in the currency stated on the invoice, unless otherwise agreed in writing.

7.2 If the client does not pay within the period referred to in paragraph 1, he is in default by operation of law, without any further notice of default being required. In that case, the client owes the statutory commercial interest from the due date until the date of full payment.

7.3 In case of liquidation, bankruptcy, seizure, or suspension of payment of the client, the claims of the contractor against the client are immediately due and payable.

7.4 The contractor has the right to have the payments made by the client go first of all to reduce the costs, then to reduce the interest that has fallen due, and finally to reduce the principal sum and the current interest. The contractor can, without being in default as a result, refuse an offer of payment if the client designates a different sequence for the allocation. The contractor can refuse full payment of the principal sum if the outstanding and current interest, as well as the costs, are not also paid.

7.5 The client is not entitled to set off any claim he has against the contractor against a claim the contractor has against the client, nor to suspend his payment obligations for any reason whatsoever.

7.6 Objections to the amount of an invoice do not suspend the payment obligation.

## 8 INTERRUPTION OF WORK

8.1 Under special circumstances, the contractor is free to interrupt the work for a short period of time.

8.2 Such special circumstances include: a) the marriage of the contractor, their children, parents, brothers, and sisters; b) the childbirth of the contractor's spouse or partner, respectively, or of the contractor themselves; c) the death of individuals belonging to the household of the contractor, as well as of children, parents, in-laws, brothers, or sisters who do not belong to the household; d) the funeral or cremation of the individuals mentioned in the previous paragraph; e) the fulfillment of an obligation imposed by law or government without monetary compensation that cannot be carried out during the contractor's free time.

8.3 The contractor shall inform the client of the relevant event as soon as possible. The duration of the work interruption shall be mutually agreed upon by the parties. Unless otherwise agreed, however, the work interruption shall be at least one day per event.

8.4 The work interruption referred to in this article is at the contractor's own expense.

## 9 ILLNESS

9.1 The contractor who is unable to perform their duties due to illness or other reasons is obliged to inform the client thereof without delay.

9.2 In such a case, the contractor and the client shall, in good consultation, seek a solution together. The contractor can never be held liable for damages that may result from the contractor's hindrance.

## 10 RISKS, ADDITIONAL RISKS

10.1 The contractor assumes that the client bears and insures at their own expense the risk of loss or damage to negatives, reversals, video or other original audiovisual material and the loss of production hours or days for any reason, as well as any other business damages and any liability in connection with their business operations, including towards the contractor themselves.

10.2 If the execution of the assignment entails risks for the contractor that exceed normal risks, the client shall be liable to the contractor in this respect; the client shall insure these risks at their own expense.

10.3 Regardless of any insurance, the contractor has the right to refuse the execution of an assignment if the work entails particular risks of which they were not informed before accepting the assignment or could not reasonably have been aware, without the client's obligations to the contractor being waived.

10.4 The method of transportation, packaging, etc., of equipment and materials shall be determined by the contractor to the best of their knowledge and experience unless specific instructions have been given by the client. Unless expressly agreed otherwise in writing, the shipment and transport of goods by the contractor shall be at the expense and risk of the client, even if transport documents, shipping addresses, and similar documents from the carrier stipulate that all transport damages are at the sender's expense and risk.

## 11 FORCE MAJEURE

11.1 Force majeure in these general terms and conditions means any circumstance beyond the control of the client and/or the contractor that reasonably prevents the performance of the contract by the other party, or prevents the attribution of a failure to fulfill the contract. Force majeure includes, but is not limited to, war, threat of war, civil war, riot, flood, strike, lockout, excessive sick leave of personnel or other employees of the contractor, transportation difficulties, fire, government measures, business disruptions at the contractor's or their suppliers' or subcontractors' premises.

11.2 If, in the opinion of the contractor, the force majeure is of a temporary nature, the contractor has the right to suspend the execution of the contract until the circumstance causing the force majeure no longer exists.

11.3 If, in the opinion of the contractor, the force majeure is of a permanent nature, the parties may make arrangements for the termination of the contract and the consequences thereof.

11.4 The contractor has the right to invoke force majeure even if the circumstance causing the force majeure occurs after their presentation should have been delivered.

## 12 CLIENT'S PREVENTION

12.1 If, due to their own fault or circumstances not constituting force majeure, the client is unable to use the services agreed upon with the contractor, for which the contractor has reserved their time, the client shall pay the contractor the full agreed-upon compensation. In the event of a fair weather option, the client, in such a hindrance, must notify the contractor no later than 12 hours before the agreed-upon work would begin. If this occurs, the client owes 50% of the agreed-upon fee. If not, the client owes the full agreed-upon compensation. The fees mentioned in this article relate to both the contractor's work and the fees for equipment rental.

12.2 During non-cancellable working days, the contractor remains available to the client. They are obliged to carry out any replacement work that may be assigned to them, provided that this replacement work, in terms of type and nature, bears reasonable resemblance to the agreed-upon services.

12.3 However, the contractor may inform the client that he does not wish to be available during the period referred to in the preceding paragraph; in that case, the contractor forfeits any claim to payment of the agreed fee for that period.

## 13 CONTRACTOR PREVENTION

13.1 The contractor remains available to the client on the agreed 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.

13.2 The contractor is not available to the client during the work interruption as referred to in article 8.

13.3 In the event that the contractor wishes to commit to third parties on the days he does not need to be available to the client, he is nevertheless obliged to consult with the client in advance regarding these obligations. If the client informs the contractor that the availability of the contractor on the specific day(s) is still required, the contractor will not enter into said obligations.

## 14 COMPLAINTS

14.1 Any complaints can only be processed by the contractor if they are directly communicated to him in writing within 8 working days after the service has been provided or the goods have been delivered, with a precise indication of the nature and grounds of the complaints. Within the same period, the material subject to the complaint must be in the possession of the contractor. Complaints about invoices must also be submitted in writing within 8 working days after the dispatch date.

14.2 After the expiration of the specified period without a complaint being lodged, the client is deemed to have approved the services rendered or the goods delivered, or the invoice, respectively. Complaints received after said period need not be processed by the contractor.

14.3 If the contractor finds the complaint justified, he is obliged, at his discretion, to either provide compensation in cash, the amount of which will be determined by mutual agreement, or to proceed with new services or delivery, maintaining the



existing agreement. Both in and out of court, the amount to be reimbursed by the contractor to the client shall not exceed the amount of the fee paid to the contractor for the relevant assignment.

## 15 LIABILITY

15.1 The contractor is not liable for any direct or indirect damage of any kind arising from the total or partial loss or destruction, during the manufacturing, processing, or handling by the contractor of carriers of image and/or sound or other goods of the client. The same applies to other forms of services provided by the contractor to or on behalf of the client regarding the client's goods in general. In accordance with the provisions of article 10, the risk for such material and goods lies with the client.

15.2 If the client expressly notifies the contractor in writing, the contractor will insure the risks as referred to in this article under 15.1 as far as possible at the expense of the client. However, the liability of the contractor, if any, notwithstanding the provisions of the preceding paragraph of this article, shall not exceed the payment to the client of the insurance proceeds received by the contractor.

## 16 PAYMENT; INTEREST AND COSTS

16.1 Payment must be made net without discount or set-off by deposit or transfer to a bank account designated by the contractor, within 14 days of the invoice date. The value date indicated by the bank is decisive and therefore considered as the day of payment.

16.2 In the event that the client is declared bankrupt, applies for a suspension of payment, is placed under management or guardianship, or, if the client is a natural person, dies or is placed under guardianship, if the whole or part of the client's assets are seized, the client acts in violation of any obligation under the law or under the agreement with the contractor, including these general terms and conditions, resulting therefrom, if the client proceeds to terminate, suspend, liquidate or transfer his business or changes the objective or actual activities of his business, the contractor, by the mere occurrence of any of these circumstances, has the right to demand immediately and without any notice or default, the entire amount owed by the client for work performed or deliveries made by the contractor, without prejudice to the contractor's right to compensation for costs, damages, and interests and to dissolve the agreement concluded with the client.

16.3 If payment of the contractor's invoice has not been made within the period referred to in this article under 16.1, the client is automatically in default. The date of dispatch of the invoice will, unless proven otherwise, be deemed to be the same as the date of the invoice.

16.4 From the day the client is in default, he owes the contractor interest of 1.5% per month until the day of full payment of principal, interest, and costs.

16.5 All judicial and extrajudicial costs incurred and to be incurred for the collection of the contractor's claims are for the account of the client, including the costs of legal assistance. The extrajudicial collection costs amount to at least 15% of the amount due by the client, including the aforementioned interest, without prejudice to the contractor's right to claim the actual costs from the client, to the extent that these exceed the established amount. In case of default by the client, all discounts granted by the contractor expire.

16.6 Payments made by the client shall always be applied in the first instance to settle extrajudicial costs, then to reduce accrued interest, and finally to reduce the principal sum and current interest.

## 17 OWNERSHIP RESERVATION

17.1 The ownership of goods to be delivered by the contractor, including all copyrights to the result of the contractor's activities, does not pass to the client until full payment of all claims that the contractor has against the client for any reason whatsoever.

17.2 In the cases referred to in Article 16.2, the contractor has the right, without any prior notice or default notice and without judicial intervention, to terminate the contract and/or to reclaim, as property of the client, what the contractor still has to deliver but has not yet been paid for, without prejudice to the contractor's right to

demand compensation for any loss or other damages. In such cases, any other claim that the contractor may have against the client becomes immediately and fully due and payable.

## 18 COPYRIGHTS, MECHANICAL REPRODUCTION RIGHTS, COMMISSIONS REGARDING EXISTING WORKS, INDEMNIFICATION

18.1 The contractor, whose activities are considered to be of a creative nature, has, to the extent of his contribution to the creation of the AV production, both the moral rights and the exploitation rights, the latter valued at a share in the exploitation proceeds of the audiovisual work to be agreed upon with the client.

18.2 Subject to his right to a share in the exploitation proceeds of the audiovisual work, the contractor is obliged to transfer exclusively to the client the right of disclosure and reproduction of the result of his activities, - insofar as this can be considered a work within the meaning of the Copyright Act or a contribution thereto -, in its most complete legal scope and without reservation of any authority in this respect, and to waive any claim the contractor may have with regard to the disclosure and reproduction of the result of his work towards the client. However, the contractor is not subject to these obligations regarding the rights he may have transferred to designated entities for protection and collection.

18.3 The further description of the contractor's right to a share in the exploitation proceeds of the audiovisual work, particularly regarding the size of the share, its payment, 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 documented in writing by the parties.

18.4 The transfer of rights and waiver referred to in this article shall be documented in a separate instrument as soon as the contractor's work on the relevant AV production has been completed. Pending such transfer, the contractor, by the mere fact of his cooperation in the relevant AV production, exclusively grants his consent to the client to act with the result of his activities as if the requirement of clause 18.2 of this article were met. Similarly, the contractor authorizes the client to exercise the rights and powers arising from copyright for the protection and enforcement against third parties of the rights and powers to be transferred, and for this purpose, at his own expense and if necessary in the name of the contractor, to act both in and out of court.

18.5 The contractor has the right to have their name mentioned in the customary part of the AV production with an indication of their role in a manner that is clearly legible in terms of design, size, placement on screen, and duration of display. However, the contractor is free to negotiate with the producer that their name not be mentioned in the title sequence, accompanying leaflets and brochures, press releases, and other publications related to the AV production.

18.6 In the case of a commission to synchronize a carrier of audio and visual content, the produced sound may only be publicly presented together with the corresponding images.

18.7 With regard to the music and/or text associated with a carrier of audio and visual content, the mechanical rights (recording or reproduction rights) for display/publication shall be handled by the client. This also applies to the respective rights if and to the extent that the contractor may have transferred other rights to designated entities for protection and collection.

18.8 In the case of commissions for editing or processing carriers of visual and/or audio content on which an existing copyrighted work is recorded, liability in this regard lies with the client.

18.9 The client indemnifies the contractor against all claims from third parties, whether or not of a copyright nature, arising from the work performed by the contractor with regard to the provided commission.

## 19 TERMINATION, DISSOLUTION

19.1 The contractor has the right to terminate the agreement entered into with the client immediately and without judicial intervention if the client has given him a misleading or incorrect impression of the type and content of the relevant AV production before or upon acceptance of the assignment.

19.2 Either party has the right to terminate the agreement entered into immediately and without judicial intervention if, after notice of default, the other party refuses or is unable to fulfill its obligations under the agreement.

19.3 Termination of the agreement under this article does not affect the client's obligation to pay the contractor.

## 20 DISPUTES

All disputes arising from the agreement between the contractor and the client, including the relevant terms and conditions thereof, or from any subsequent agreements relating thereto, as well as the implementation thereof, between the parties or their successors under general or particular title, whether legal or factual, of any kind whatsoever, even if they are only designated as such by one of the parties, shall be subject to the jurisdiction of the ordinary courts of law.

## 21 FINAL PROVISION

The rule contained in article 1.6, second sentence, shall continue to apply in the event that no provisions were included in the general or specific terms and conditions as intended therein, but such provisions are subsequently included. Accordingly, in such a case, the client cannot rely on the relevant subsequently established provision of its own general terms and conditions, but the relevant provisions of these current general terms and conditions shall apply.