

## **TERMS AND CONDITIONS OF HOUSE OF ORANGE AGENCY BV**

These are the terms and conditions of House of Orange Agency BV (hereinafter: “**House of Orange**”), with its statutory seat in Amsterdam, the Netherlands and its office address in (1012 BV) Amsterdam, the Netherlands, in Barndesteeg 6A (info@houseoforange.nl, +31 20 622 3303, houseoforange.nl).

House of Orange is registered in the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under file number: 34124778. VAT number: NL808575107B01.

### **Article 1 Applicability**

- 1.1** These terms and conditions apply to all offers of House of Orange and all agreements and other legal relationships between House of Orange and the customer. These terms and conditions also apply to subsequent and additional assignments or instructions and new agreements with the customer.
- 1.2** These terms and conditions are easily accessible on the website of House of Orange (houseoforange.nl) and will be sent at the request of the customer without delay and at no cost.
- 1.3** Terms and conditions used by the customer are explicitly rejected by House of Orange and do not apply to the agreement, except if House of Orange explicitly accepts these in writing.
- 1.4** House of Orange has the right to change the contents of these terms and conditions. Changed terms and conditions also apply to existing agreements. House of Orange will publish changed terms and conditions on its website before these come into force. The changed terms and conditions will come into force two weeks after the date on which these were published, or so much later as the publication sets out.

### **Article 2 Formation of the agreement**

- 2.1** Offers by House of Orange that are addressed to specific persons are considered to be offers and are without obligation. The agreement with the customer is formed by oral or written acceptance of the offer by the customer. Oral acceptances will be confirmed in writing by House of Orange.
- 2.2** Offers by House of Orange that are not addressed to specific persons are considered to be invitations to the customer to make an offer. The request or enquiry by the customer is in that case considered to be the offer. The agreement with the customer is formed by written acceptance of the offer or actual performance of the agreement to which the offer related by House of Orange.
- 2.3** Options given by House of Orange are without obligation. House of Orange at all times remains at liberty to provide options to third parties and enter into agreements with third parties.

**2.4** Articles 6:227b en 6:227c of the Dutch Civil Code (*BW*) do not apply to the agreement with the customer.

### **Article 3 Cancellation of assignments or instructions**

**3.1** The customer has the right to cancel assignments or instructions at no cost until 24 hours before the start of work. However, the customer is at all times liable for external costs that are already made and for the making of external costs that can no longer be cancelled. The planning and administration of House of Orange determines the date and time of start of work. Preparation work by House of Orange of over 2 hours will be paid by the customer, in spite of timely cancellation.

**3.2** The total value of the agreement will be paid by the customer in case of cancellation within 24 hours before the start of work. The planning and administration of House of Orange determines the date and time of start of work.

### **Article 4 Rates and costs**

**4.1** Services are provided at the rates applicable at the time of the formation of the agreement. All rates are excluding VAT and including office fee and external costs, unless otherwise indicated. Travel time and travel costs are charged separately in accordance with the below arrangements. Pre-production meetings and preparation work can be charged separately.

**4.2** Rates are based on working days consisting of 8 hours. The rate for half a day is based on a working day consisting of 4 hours plus surcharge. Days for filming consist of 10 hours or 5 hours for half a day. Services are offered per day or half a day and not per hour, except for pre-production meetings, preparation work and overtime.

**4.3** Overtime will be charged at 20% of the day rate per hour, effective from the first hour after a full or half day has passed. Overtime in case of filming is charged at a rate of 150% of the hourly rate. The hourly rate is calculated as 10% of the day rate.

**4.4** Travel time is charged at a rate of 50% of the hourly rate with a maximum of 8 hours per day. The hourly rate is calculated as 1/5 of the day rate. Travel time in case of air travel is charged for a fixed price of 50% of the day rate, irrespective of the duration of the journey.

**4.5** Travel costs outside of Amsterdam is charged on the basis of 19 euro cent per kilometre for editorials and 28 euro cent per kilometre for commercial customers. In case of travel by public transport outside of Amsterdam, the actual costs are charged on the basis of second class travel. Costs of air travel are charged on the basis of actual costs in economy class. Taxi costs and parking costs outside of Amsterdam are for the account of the customer within reasonable limits, as are costs for stay in other countries and costs for eating and drinking in that event.

- 4.6** In the event that a budget is agreed and it becomes apparent during the performance of the agreement that this budget will be exceeded, House of Orange will notify the customer thereof in due time. The amount of the cost overrun will be charged to the customer, unless it replies to House of Orange immediately that it does not agree to the cost overrun. In that case House of Orange may suspend the performance of the agreement or have it suspended until the parties have come to an agreement on the matter.
- 4.7** In case external costs increase during the performance or duration of the agreement as a result of circumstances beyond the control of House of Orange, the additional costs will be charged to the customer. External costs include, without limitation, materials used in the performance of the agreement and rates of third parties involved in the performance of the agreement.
- 4.8** House of Orange has the right to index its rates on a yearly basis in accordance with the consumer price index published by Statistics Netherlands (*CBS*) and to change its rates in other respects. Changed rates apply from the moment these are stated.

## **Article 5 Payment**

- 5.1** Invoices will be paid ultimately within 30 days after the invoice date on the bank account written on the invoice. The customer will send details on the person making payment and any PO-number or other reference that is used to process payment to House of Orange at the latest when the agreement is formed.
- 5.2** Claims of House of Orange are due and payable as of the moment the agreement is formed. As such, sending an invoice or using a PO-number or other reference of the customer is not a requirement for claims to become due and payable. In case the customer wishes a reference on an invoice to be changed in order to process payment, it shall inform House of Orange thereof and send the requested reference in writing within 5 days after the invoice date.
- 5.3** House of Orange has the right to send invoices for agreed rates in advance and during the performance of an agreement in case external costs are made. Payment of office fees and external costs incurred by House of Orange cannot be reclaimed in case the assignment or instruction at any time is cancelled or discontinued.
- 5.4** In case payment terms are exceeded, the customer is considered to be in default *de jure* without any notice of default being required. House of Orange has the right to charge default interest in case payment terms are exceeded of 1% on the outstanding amount per month or part thereof, except when the statutory commercial interest rate is higher, in which case this is payable. The customer shall pay all judicial and extrajudicial costs (including legal fees) that are incurred by House of Orange pertaining to the collection of invoices, with a minimum of 15% of the outstanding amount including interest.

- 5.5** The customer does not have the right to suspend payment obligations. The customer does not have the right to set off any payment obligation to House of Orange against any claim it has on House of Orange, of whichever nature these are.
- 5.6** House of Orange may suspend performance of its obligations, including with regard to the provision of services, in case the customer fails to meet its (payment) obligations, of whichever nature these are. House of Orange may also suspend performance of its obligations in case the customer fails to send the information referred to in article 5.1 to House of Orange. House of Orange is not liable for any damages that arise out of or in connection with the suspension of the performance of obligations.

## **Article 6 Performance of the agreement**

- 6.1** In the performance of the agreement House of Orange shall exercise the care of a good contractor. The obligations of House of Orange are best effort obligations. The customer has the right to give directions in the performance of the agreement. House of Orange and any person it involves in the performance of the agreement, however, retain the artistic freedom to determine in which way the agreement is performed. In no way shall the agreement between House of Orange or the persons it involves and the customer consist of a relationship of authority.
- 6.2** House of Orange and the persons it involves shall exercise good care in using objects that are made available to them by or on behalf of the customer for the purpose of the performance of the agreement, such as clothing and jewellery. The risk of damage, loss or theft remains with the customer. The customer shall keep sufficient insurance. The customer guarantees that such objects, and text and images made available to House of Orange and the persons it involves by or on behalf of the customer, do not breach any third party rights and customer shall indemnify House of Orange against any third party claims in that regard.
- 6.3** House of Orange may involve third parties in the performance of the agreement. Articles 7:404 and 7:407 lid 2 of the Dutch Civil Code (*BW*) are not applicable.
- 6.4** In case the customer wishes a specific person or third party to be involved in the performance of the agreement, House of Orange will make a reasonable effort to involve this person or third party. If this is not possible, for whichever reason, House of Orange will recommend an alternative person or third party with similar expertise and skills. Except where the customer has notified House of Orange in advance and in writing that the specific person or third party it wishes to be involved is a condition to the formation of the agreement, involving another person or third party does not give the customer the right to dissolve or terminate the agreement.
- 6.5** The customer is obliged to inform House of Orange in advance of the names of the persons it will hire to work with House of Orange and/ or the third parties involved by House of Orange. In case the customer uses unannounced persons, or replaces persons who were announced, third parties

involved by House of Orange may no longer want to work on the assignment or instruction, considering the artistic freedom they require. In that case House of Orange has the right to dissolve the agreement without any liability.

- 6.6** House of Orange will exercise reasonable effort to perform the agreement or have the agreement performed within the agreed schedule. Adjustments in the schedule do not give the right to dissolve or terminate the agreement, nor to suspend payment obligations.
- 6.7** The customer and any person it involves shall conform to House of Orange's house rules and code of conduct, as amended from time to time, during the performance of the agreement. According to these rules, it is prohibited to take photographs or to film during the performance of activities, except with permission of House of Orange. It is also prohibited to share photographs or film on social media or otherwise, without the prior written permission of House of Orange.

## **Article 7 Intellectual property rights**

- 7.1** All intellectual property rights, among which, without limitation, copyrights, neighbouring rights, database rights, design rights, trade mark rights, trade name rights and patent rights, and other rights on all that is used in the performance of the agreement or that is created during the performance of the agreement, including connected know how, are vested in House of Orange and its licensors.
- 7.2** Unless otherwise agreed in writing beforehand, the customer is granted a licence on what is delivered by House of Orange in relation to the agreement. The intellectual property rights will not be transferred and remain vested in House of Orange and its licensors. The licence provides the customer the right to reproduce and make public the work that is delivered, which is in time, place, medium and use limited to what the parties agree to at the time of formation of the agreement.
- 7.3** It is prohibited for the customer to grant sublicences to third parties without prior written permission by House of Orange. Permission can be subject to conditions. The licence of the customer is granted under the condition precedent of complete performance of the (payment) obligations of the customer to House of Orange, of whichever nature. In case of payment in instalments, the use by the customer before the last instalment is paid is at the customer's own risk.
- 7.4** It is the customer's sole responsibility to arrange permissions and rights from portrayed persons and other third party right holders that are required for the intended use of what is delivered by House of Orange, unless the portrayed persons and third party right holders are directly involved by House of Orange or it is agreed otherwise in writing. The customer indemnifies House of Orange and the persons involved by House of Orange against any third party claims by these portrayed persons and third party right holders.

- 7.5** It is the customer's sole responsibility to comply with applicable law and regulations in using the work delivered by House or Orange, among which on the subject of advertising law. The customer indemnifies House or Orange against any third party claims in that regard.
- 7.6** The customer will publish the name of House of Orange and the persons it involves with every publication of the work delivered. The customer will follow the directions by House of Orange in that respect. It is prohibited to modify the work without prior written permission by House of Orange. Permission can be subject to conditions. Modifications are considered to be, without limitation, the cutting, manipulating and adapting of images. Moral rights as referred to in article 25 of the Dutch Copyright Act (*Auteurswet*) apply without limitation. The foregoing also applies in case House of Orange agrees to an unlimited licence with the customer or transfers intellectual property rights.
- 7.7** The customer incurs an immediately due and payable penalty to an amount of three times the rates and costs payable by the customer under the agreement for every breach of the contents of this article on intellectual property rights, which includes use of delivered work that was not agreed, notwithstanding the right of House of Orange to claim the surrender of profits and full damages. House of Orange has the right to terminate the customer's licence in case it acts in violation of this article on intellectual property rights. House of Orange is not liable for damages of the customer or of third parties that are connected to this termination. The customer indemnifies House of Orange against any third party claims in this regard.
- 7.8** House of Orange has the right, at its own costs, to have the books and records of the customer that relate to the use of the work delivered by House of Orange audited by a chartered accountant appointed by House of Orange at the customer's offices.

## **Article 8 Confidentiality and privacy**

- 8.1** House of Orange and the customer will keep strictly confidential any information that they learn of which they understand or can reasonably be expected to understand its confidential character, among which details on the parties' organisation, except in the performance of the agreement as far as is strictly required, or if forced by a legal requirement or court order. The customer will impose this obligation on the persons it involves in the performance of the agreement.
- 8.2** House of Orange processes personal data exclusively in accordance with the Personal Data Protection Act (*Wet bescherming persoonsgegevens*) and other applicable laws and regulations.

## **Article 9 Force majeure**

- 9.1** In addition to what is provided in article 6:75 Dutch Civil Code (*BW*), a failure to perform under the agreement cannot be attributed to House of Orange if it results from circumstances for which it cannot be blamed, such as war, danger of war, mobilization, riots, strikes or exclusions, fire, floods,

illness and/ or accidents of the persons involved by House of Orange, computer failures, interruption of operations and decreased production, shortage of raw materials or packaging material, transport delays, legal intervention, import limitations or other limiting measures by the authorities, as well as any other circumstance that prevents the performance of the agreement that is not exclusively dependent on the will of House of Orange, such as delays and failures in the delivery of goods and provision of services by persons involved by House of Orange.

**9.2** In such an event the obligations of House of Orange are suspended. Not until after a period of six months do the parties have the right to dissolve the agreement in whole or in part. Suspension and dissolution do not lead to any liability for House of Orange, irrespective of any advantage as a result thereof for House of Orange.

## **Article 10 Liability**

**10.1** House of Orange is not liable for consequential damages of the customer, including, without limitation, loss of profit, damage to it's image and claims by third parties. House of Orange is not liable for damage, loss or theft of objects that are made available by or on behalf of the customer to House of Orange and the people House of Orange involves for the purpose of the performance of the agreement, such as clothing garments and jewellery, nor is it liable for damage to other property of the customer or persons working for the customer or with the customer.

**10.2** The liability of House of Orange for other types of damages is limited to the amount that is paid in the specific circumstances under it's insurance policy. The claim on House of Orange for payment of damages is due only after House of Orange has received payment of the insurance company in the relevant matter.

**10.3** In the event that for whatever reason no payment by the insurance company will be made, the liability of House of Orange is limited to an amount of € 10,000.-. Any damage claim on House of Orange is barred by lapse of 24 months from the moment on which the claim comes into existence.

**10.4** The abovementioned exclusions and limitations of liability do not apply in case of wilful misconduct or gross negligence by House of Orange.

## **Article 11 Dissolution of the agreement**

**11.1** House of Orange may dissolve an agreement with the customer in whole or in part in writing without notice of default and without being liable for any damages or payment, in case suspension of payments is granted to the customer, the bankruptcy of the customer is requested, the customer who is a natural person is granted statutory debt adjustment under the Debt Management Act (*WSNP*) or the customer in other ways loses the power to dispose of it's capital.

**11.2** In the event of dissolution, all claims of House of Orange on the customer are due with immediate effect.

## **Article 12 Applicable law and competent court**

- 12.1** The legal relationship between House of Orange and the customer is exclusively governed by and construed in accordance with the laws of The Netherlands. The Vienna Sales Convention does not apply.
- 12.2** All disputes arising in connection with legal relationship between House of Orange and the customer shall in first instance exclusively be referred to the Court of Amsterdam, The Netherlands, notwithstanding the right of House of Orange to refer disputes to the court of the domicile of the customer.

## **Article 13 Additional provisions**

- 13.1** For the construction of these terms and conditions, an electronic notice is considered to be a written notice.
- 13.2** These terms and conditions have been written in Dutch and in English. The version in Dutch version prevails in case of a conflict.
- 13.3** In case it proves that a provision in these terms and conditions in whole or in part lacks binding effect, the other provisions remain in force. The provision without binding effect in that event will be deemed to have been replaced by a provision that does have binding effect and deviates as little as possible from the content and purpose of the non binding provision.
- 13.4** These terms and conditions also apply in favour of legal entities and persons who are involved by House of Orange in the performance of the agreement.
- 13.5** Rights of the customer arising out of the agreement with House of Orange cannot be transferred without prior written permission by House of Orange. This provision has effect under property law as referred to in article 3:83 paragraph 2 of the Dutch Civil Code (*BW*).

\*\*\*\*\*