

PURCHASE CONDITIONS OF HOUSE OF ORANGE AGENCY BV

These are the purchase conditions of House of Orange Agency BV (hereinafter: “**House of Orange**”), with its statutory seat in Amsterdam, the Netherlands and its office address in (1016 CK) Amsterdam, the Netherlands, in Leidsegracht 6H (info@houseoforange.nl , +31 20 622 3303, www.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 purchase conditions apply to all agreements that are to be entered into and have been entered into with House of Orange, including all legal acts other acts that are aimed at the formation, change and execution of these agreements. These purchase conditions also apply to subsequent and additional assignments or instructions by House of Orange.
- 1.2** These purchase conditions are easily accessible on the website of House of Orange (www.houseoforange.nl) and can be sent at the request of the client without delay and at no charge.
- 1.3** Terms and conditions used by the contractor are explicitly rejected by House of Orange and do not apply to the agreement, except in cases where House of Orange explicitly accepts these in writing.

Article 2 Formation of the agreement

- 2.1** Every offer by House of Orange is without obligation. The agreement with the contractor is formed only after written confirmation of the assignment or instruction by House of Orange.
- 2.2** House of Orange may take options with the contractor. The contractor will reserve its time on the basis of an option for House of Orange and will only accept a conflicting assignment or obligation after consultation with House of Orange. An option does not oblige House of Orange to give an assignment or instruction.

Article 3 Cancellation of assignments or instructions

- 3.1** House of Orange has the right to cancel assignments or instructions at no cost in case the client of House of Orange cancels the relating assignment or instruction at the latest 24 hours before the start of work. The planning and administration of House of Orange determines the date and time of start of work. House of Orange will inform the contractor without delay of a cancellation.

- 3.2** House of Orange will make an effort to charge the client with costs that are already made at the time of the cancellation and with costs that at that time can no longer be cancelled, but it is not liable for such costs if these are not paid by the client. Notwithstanding article 7 on payment below, it is recommended to the contractor to communicate about costs it will incur and to charge these with permission in time to allow House of Orange to charge these to the client.

Article 4 Obligations of the contractor

- 4.1** In the performance of the agreement the contractor shall exercise the care of a good contractor. The contractor will keep House of Orange at all times informed on the progress of activities. The contractor performs the assignment or instruction independently and has complete creative freedom within the boundaries of the assignment or instruction. The contractor has full responsibility for the performance of the agreement as it is agreed.
- 4.2** The relationship between House of Orange and the contractor is not a relationship of authority. In accordance with article 7:402 Dutch Civil Code (*BW*) the contractor is obliged to follow instructions by House of Orange during the performance of the agreement.
- 4.3** In case the assignment or instruction is given with a view to a specific person or specific persons, the contractor is not allowed to involve other persons, unless with the express prior written permission of House of Orange. Articles 7:404 and 7:407 section 2 Dutch Civil Code (*BW*) apply to the agreement, unless House of Orange and the contractor explicitly agree otherwise in writing.
- 4.4** The contractor guarantees that its personnel and involved third parties have the required quality and perform all of their obligations. All cases of non-performance, whether incomplete, untimely or improper performance, of goods or services by personnel of the contractor and third parties involved by the contractor are attributed to the contractor.
- 4.5** The contractor shall exercise good care in using objects that are made available to it by House of Orange or the client for the purpose of the performance of the agreement, such as clothing and jewellery. The contractor in any case will not leave such objects unattended in a car.
- 4.6** The contractor guarantees that goods used in the performance of the agreement do not breach any third-party rights and contractor indemnifies House of Orange against any third-party claims in that regard.

- 4.7** The contractor and any person involved shall abide by the house rules and code of conduct of House of Orange, 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.
- 4.8** The contractor is obliged to perform the agreement in accordance with all applicable laws and regulations with regard to, among other items, working conditions, safety and the environment.

Article 5 Performance of the agreement

- 5.1** The contractor will perform the agreement in time and according to the contents of the agreement. Agreed results will be delivered in the agreed way, in the agreed format and at the agreed location, supplied with the (digital) documents and materials requested by House of Orange.
- 5.2** In case House of Orange is of the opinion that the results delivered do not meet the agreement, the contractor will remedy the shortcoming within a reasonable time after the request thereto at its own cost in a way determined by House of Orange. The reasonable time is determined by the need of the client of House of Orange to obtain results and can therefore be short.
- 5.3** All agreed deadlines are considered to be strict and final. In case the contractor expects delays, it will inform House of Orange thereof immediately.

Article 6 Fees

- 6.1** The contractor will receive the fees for the assignment or instruction as set out by House of Orange in writing in the confirmation of the assignment or instruction. All fees are in Euro and excluding VAT. The fees are considered to include costs incurred in the performance of the agreement, unless agreed otherwise in writing.
- 6.2** Travel time will be paid out to a maximum of 8 hours per day at 50% of the hourly rate. Pre-production meetings and preparation work are paid out only in case this is agreed in writing in advance.
- 6.3** Travel costs will be paid out on the basis of actual costs.
- 6.4** The contractor will grant House of Orange at its request full access to documents and specifications in order to verify costs incurred by the contractor. House of Orange has the right at its own costs to have the administration of the contractor that relates to the assignment of instruction by House of Orange audited by a chartered auditor appointed by House of Orange.

- 6.5** In the event that a budget is agreed and it becomes apparent during the performance of the agreement that this budget will be exceeded, the contractor will notify House of Orange thereof in due time. A cost overrun cannot be charged to House of Orange until after House of Orange has received permission of its client to incur the additional costs and has notified the contractor thereof in writing.

Article 7 Payment

- 7.1** Invoices will be paid within 30 days after the invoice date on the bank account provided by the contractor, except in case the client of House of Orange has not yet fully performed its payment obligations relating to the assignment or instruction to House of Orange. The claim against House of Orange is due and payable only after complete payment by the client to House of Orange, even if the contractor already sent an invoice to House of Orange.
- 7.2** House of Orange is in default with regard to fees that are due and payable only after having received a written notice of default giving a reasonable time for payment and this time has lapsed unused.
- 7.3** House of Orange has the right to suspend performance of its payment obligations as against the contractor if the contractor fails to meet any of its obligations. House of Orange has unlimited rights to set off. Suspension of obligations by the contractor is excluded. The contractor may not set off any claim on House of Orange against a debt to House of Orange, of whichever kind.

Article 8 Guarantee of status of independent contractor

- 8.1** The contractor and House of Orange expressly do not enter into an employment agreement. The contractor guarantees that he or she, if entering into the agreement as a private person, acts as an independent contractor and will provide House of Orange at its request with all documents with which this can be established. The contractor will in any case provide its registration number in the Chamber of Commerce (KvK) and VAT-number to House of Orange.
- 8.2** In case it is insufficiently clear to House of Orange that the contractor, who is a natural person, will perform the agreement as an independent contractor, it is free not to enter into the agreement or to terminate an agreement already formed without being liable to any damages.
- 8.3** The contractor indemnifies House of Orange against claims by tax authorities and social insurance authorities regarding income tax and/ or social insurance contributions (employer's part and employees' part), including any fines and interests incurred, that relate to activities performed for House of Orange. House of Orange will set off any contributions, fines and interests it is obliged to pay against all it is or will become obliged to pay to the contractor, on whichever ground.

Article 9 Intellectual property rights

- 9.1** All intellectual property rights on all that is used by the contractor in the performance of the agreement or that is created by the contractor during or as a result of the performance of the agreement are vested in the contractor and its licensors.
- 9.2** The contractor grants House of Orange a licence, with the right to grant sublicences to the client, on all that is delivered by the contractor in relation to the performance of the agreement. The sublicences granted by House of Orange to the client give the client the right to reproduce and make public the work that is delivered, which right is in time, place, medium and use limited to what the parties agree to at the time of formation of the agreement. If requested, the contractor will agree to the transfer of intellectual property rights.
- 9.3** House of Orange makes an effort to prevent its clients from using the work that is delivered by the contractor in a way that was not agreed and obliges its clients to publish the name of House of Orange and the contractor with every publication of the work. The client of House of Orange is not allowed to modify the work without prior written permission by House of Orange or to act in violation of moral rights as referred to in article 25 of the Dutch Copyright Act (*Auteurswet*). However, House of Orange cannot be held accountable by the contractor for breaches of the rights of the contractor and third parties by the client or third parties. The contractor may not suspend or terminate any licence granted.
- 9.4** The contractor irrevocably authorizes House of Orange, with the exclusion of the contractor itself, to exercise the powers arising out of its intellectual property rights for the protection and enforcement against third parties of the rights granted to House of Orange. House of Orange may at its own cost and if necessary, after consultation with the contractor, in the name of the contractor take legal measures. The contractor is obliged to provide all requested cooperation in that respect.
- 9.5** The contractor guarantees that the work it delivers is original and does not infringe any third-party rights. The contractor will have its personnel and involved third parties sign a suitable quit claim, licence or transfer of rights for the agreed use. The contractor indemnifies House of Orange against all third-party claims in that respect.

Article 10 Confidentiality and privacy

- 10.1** House of Orange and the client 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 client will impose this obligation on the persons it involves in the performance of the agreement.
- 10.2** 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 11 Non-solicitation clause

- 11.1** It is prohibited for the contractor during the performance of the agreement and for a period 2 years after the agreement has ended to perform services in whichever form directly for clients of House of Orange, with the exception of activities relating to the assignment of instruction by House of Orange. House of Orange with this clause is protecting its position and the position of all its photographers and artists as against the client. The contractor is completely free to work for third parties in any other way.
- 11.2** The contractor will incur an immediately due and payable penalty of €10.000, - in case it acts in breach of the non-solicitation clause above, notwithstanding the right of House of Orange to complete damages.

Article 12 Liability

- 12.1** The contractor is liable for all damages suffered by House of Orange and third parties as a result of an attributable failure in the performance of its obligations or as a result of unlawful acts by the contractor.
- 12.2** In the event that goods or services delivered by the contractor do not conform with the agreement between House of Orange and the contractor or do not answer to reasonable expectations on the basis

of the contents of the agreement, attributable failure in the performance of obligations is considered to exist. Attributable failure in the performance of obligations is also considered to exist in any case in which the contractor acts in violation of what may be reasonably expected of a competent colleague acting with due care.

12.3 The contractor indemnifies House of Orange against all third-party claims in relation to the above.

12.4 The contractor is obliged to take out a suitable liability insurance. At the request of House of Orange, it will provide a copy of the insurance policy.

Article 13 Termination of the agreement

13.1 Agreements that are entered into for a definite period of time and that do not end as a result of the performance of a specific assignment or instruction and agreements that are entered into for an indefinite period of time may be terminated by House of Orange at all times giving reasonable notice.

13.2 House of Orange may dissolve an agreement with the client 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 client, the bankruptcy of the client is requested, the client who is a natural person is granted statutory debt adjustment under the Debt Management Act (*WSNA*) or the client in other ways loses the power to dispose of its capital.

13.3 In the event of dissolution, all claims of House of Orange on the client are due with immediate effect.

13.4 The contractor will return to House of Orange all documents, materials and other items that were used in the performance of the agreement within 14 days after the agreement has ended.

Article 14 Applicable law and competent court

14.1 The legal relationship between House of Orange and the client is exclusively governed by and construed in accordance with the laws of The Netherlands. The Vienna Sales Convention does not apply.

14.2 All disputes arising in connection with legal relationship between House of Orange and the client 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 client.

Article 15 Additional provisions

- 15.1** For the construction of these purchase conditions, an electronic notice is considered to be a written notice.
- 15.2** These purchase conditions have been written in Dutch and in English. The version in Dutch version prevails in case of a conflict.
- 15.3** House of Orange has the right to change the contents of these purchase conditions. Changed purchase conditions also apply to existing agreements. House of Orange will publish changed purchase conditions on its website before these come into force. The changed purchase conditions will come into force two weeks after the date on which these were published, or so much later as the publication sets out.
- 15.4** In case it proves that a provision in these purchase 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.
- 15.5** These purchase conditions also apply in favour of legal entities and persons who are involved by House of Orange in the performance of the agreement.
- 15.6** Rights of the client 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*).
