

TERMS AND CONDITIONS

JVDT B.V., Versie 2.0

Article 1 Definitions

In these terms and conditions the below definitions are used in the context as described, unless otherwise stipulated.

- Contractor:** JVDT B.V., also acting under the names: Jongens van de Tekeningen, Flatland, Club van Delft, Intellective.
- Client:** The legal entity or natural person giving an assignment to the contractor.
- Order:** The assignment and the terms thereof, from the Client to the Contractor, having been mutually agreed by the parties.

Article 2 General provisions

- 2.1 These terms and conditions are applicable to all indications, offers, assignments and in general all activities, between the Client and Contractor, unless there is a written stipulation indicating otherwise.
- 2.2 These terms and conditions are also applicable in the event of hiring third parties.
- 2.3 Should one or more of the articles in these terms and conditions be deemed void, the other articles will remain in full effect. In that event, the parties will negotiate a new stipulation to replace the old one, which will resemble the original void article as closely as possible.

Article 3 Offers

- 3.1 Offers are based on the information provided by the Client. The Client guarantees that he will provide all the necessary information and relevant documents for completing the order.
- 3.2 Offers by the Contractor are non-binding. The Contractor is only bound to the offer when it has been accepted by the Client and that acceptance has been confirmed in writing within two weeks by the Contractor.
- 3.3 Prices mentioned in the offer are excluding VAT. Mentioned prices and tariffs do not automatically apply to future Orders. Prices

- mentioned are subject to change, in the event the circumstances necessitate a new price.
- 3.4 If the acceptance of the offer by the Client deviates (on minor points) from the offer, the Contractor is not bound by it, unless explicitly agreed otherwise.
- 3.5 A compounded offer does not oblige the Contractor to provide a part of the Order for a proportional price.
- 3.6 The offer is not binding when there are obvious errors in the offer.
- 3.7 The Order is confirmed in writing by the Client. When the Client fails to do so, but nonetheless agrees that the Contractor starts his activities, the Order will be deemed confirmed on the conditions mentioned in the offer and these terms and conditions.
- 3.8 Changes and new stipulations are only binding after written confirmation by the Contractor.

Article 4 Executing the Order

- 4.1 The Contractor will give his best efforts to complete the Order in a professional and independent way and to serve the interests of the Client as good as possible. This means that the nature of the Order is that of an effort commitment, and not of a fixed result, unless it is explicitly agreed otherwise.
- 4.2 In so far as it is reasonably required, the Contractor will inform the Client on the progress of the Order.
- 4.3 In so far as it is necessary for the proper execution of the Order, the Contractor is allowed to hire third parties.
- 4.4 When the parties have agreed on a phased execution of the Order, the Contractor is allowed to suspend his activities, until after the Client has approved the previous phase.
- 4.5 In the event the execution of the Order (partly) takes place at the location of the Client, the Client will ensure that any reasonably needed amenities are available. The Client will also be responsible for providing a safe working environment, limiting any risks to persons working there as much as possible.

Article 5 Changes to the Order and additional work

- 5.1 The Client accepts that the planning of the execution of the Order may change when the

parties decide to change the way of execution or scope of the Order. When changes during the execution are caused by the Client, the Contractor will make any necessary changes as per the requirements of the Client. Should this lead to additional work, it will be charged to the Client as an additional Order.

- 5.2 Contrary to the above mentioned stipulation, the Contractor will not charge additional costs when the change in the Order is caused by circumstances that are attributable to the Contractor.

Article 6 Terms of Payment

- 6.1 Invoices are to be paid within one month of the invoice date, unless agreed otherwise in writing.
- 6.2 Amounts mentioned exclude VAT.
- 6.3 The Contractor will ensure timely invoicing. Orders below €2.500,- ex VAT, are invoiced at the start of the project. Should the Order exceed an amount of € 2.500,- ex VAT, the Order will be invoiced in two instalments. 60% is due at the start of the project, and 40% is due after completion, unless agreed otherwise.
- 6.4 When the invoice term is exceeded, the Client will automatically be in default, and the contractor is entitled to charge the legal business interest. The interest will be calculated from the moment of default, until the moment of payment in full. Any costs related to ensuring payment, are borne by the Client.
- 6.5 The Contractor is allowed to suspend its activities in the event that any invoice is left unpaid after 14 days of a written reminder, or in the event that any action by the Client suggests that the invoice will not be paid.
- 6.6 In the event of liquidation, suspension of payment, bankruptcy or seizure of goods of the Client, any claims from the Contractor will be immediately due.
- 6.7 In the event of non-compliance by the Client, all costs related to claiming amounts due, both in and of court are borne by the Client.

Article 7 Retention of title and Intellectual Property rights

- 7.1 Unless explicitly agreed otherwise in writing any and all intellectual property rights will remain with the Contractor.

- 7.2 Any and all goods (such as, but not limited to designs, sketches, drawings, films, software and (electronic) files) of which ownership is destined to be transferred, will remain the property of the Contractor until the moment that the Client has fulfilled all his contractual obligations.
- 7.3 The Client is not allowed to make or have changes made to the result of the Order, even when the intellectual property has been transferred to the Client, unless it is explicitly agreed otherwise. The Contractor's assent to changed will be subject to conditions, including a reasonable remuneration.
- 7.4 In case of a not agreed upon use, extended, or different use (including changing or harming) of the final or provisional result, the Contractor will have the right to claim damages for the infringement of his rights, for an amount of at least three times the agreed fee for the Order, or alternatively that is fair, considering the nature of the infringement. All this without limiting the right to claim full damages.
- 7.5 In the event a third party seizes the property that was retained by the Contractor, or when they want to establish a claim, the Client will immediately notify the Contractor of this fact.
- 7.6 When the Contractor wants to make use of this property rights, the Client will give its full, unconditional and irrevocable permission to the Contractor or third parties assigned by the Contractor, to enter any location of the Client in order to take control of the goods.
- 7.7 The Contractor has the right to use the results of the Order for his own publicity, acquiring new orders, promotions, games, and exhibitions and to physically lend the results.
- 7.8 The Contractor has the right to use any knowledge and experience gained by this Order for other intents and purposes, provided that no strictly confidential information of the Client is shared with third parties.
- 7.9 The Client guarantees that none of the information or documents provided tot Contractor infringe upon the rights of third parties, including but not limited to copyright, trademarks and patents. The Client is liable for any damages caused by infringement upon the

rights of third parties and will, if necessary, safeguard the Contractor from any such claims.

Article 8 Complaints

- 8.1 Any complaints about the result of the Order must be submitted in writing to the Contractor within two weeks of the date of the last invoice, and at the latest within three weeks after completion of the Order. The complaint must be as detailed as possible, in order for the Contractor to respond accordingly.
- 8.2 If a complaint is deemed to be valid by the Contractor, the Contractor will ensure that the result better meets the Order, unless that is evidently pointless. In that last case, the Contractor will inform the Client in writing.

Article 9 Termination, suspension and dissolving

- 9.1 In the event the Order is terminated by the Contractor during its course, the Contractor will discuss with the Client the transfer of the unfinished part of the Order to a third party, notwithstanding a termination that is caused by the Client. Should this transfer create extra costs, they will be charged to the Client. The Client will pay these costs within the set term, unless another agreement was made.
- 9.2 The Contractor has the right to suspend its activities under this Order, or to dissolve the agreement in the event that:
 - the Client does not meet its obligations under the Order;
 - after agreeing upon the Order, new information surfaces that gives the Contractor probable cause to believe that the Client will not meet its obligations;
 - in the event that the Client was requested to provide financial securities at the start of the Order, but fails to do so, or;
 - in the event of a delay on the side of the Client, it can no longer be expected of the Contractor to execute the Order on the conditions originally agreed upon.
- 9.3 Furthermore the Contractor has the right to dissolve the Order in the event of circumstances of such a nature that prevent the execution of the Order, or in the event that circumstances make it unreasonable for the Contractor to complete the Order on the

conditions originally agreed. In the event of dissolving the agreement, the claims of the Contractor on the Client are immediately due.

- 9.4 When the Contractor suspends his obligations under the order, he will retain his rights stemming from the law and the Order.
- 9.5 In the event the Contractor chooses to suspend or dissolve the agreement, he will not be liable in any way for damage caused to the Client or third parties.
- 9.6 In the event of dissolving the agreement for a reason attributable to the Client, the Contractor has the right to claim damages, both direct and indirect, from the Client.

Article 10 Liability

- 10.1 For accepted Orders, the Contractor has a duty of effort and not a duty of result, unless explicitly agreed otherwise. Should the Contractor be liable for any damages, this liability is limited as stipulated in this article.
- 10.2 The Contractor is not liable for damage of any nature, which was caused by incorrect information or documents from the Client.
- 10.3 The Contractor is not liable for damage done by third parties.
- 10.4 The Contractor is only liable for direct damage. Direct damage only entices reasonable costs made for assessing the source, nature and scope of the damage in so far as the damage is related to the Order, any reasonable costs made to ensure that a deficient result by the Contractor meets the Order in so far as they are attributable to the Contractor and reasonable costs made to prevent or limit damage and only in so far as the Client proves that the costs were necessary and have limited the damage.
- 10.5 The Contractor is never liable for indirect damages, including consequential damage, missed profits, missed savings and damage because of a stagnation in the production.
- 10.6 If the Contractor is liable for direct damage, this liability is limited to the maximum of the invoices sent and will never be higher than the amount covered by the insurance of the Contractor.
- 10.7 The limitation of liability as stipulated in this article is not valid in the event the damage is caused by intent or gross negligence of the Contractor or his subordinates.

Article 11 Warranties and safeguards

- 11.1 *The Contractor warrants that the result he delivers was created by him, or in his name and that he must be considered to be the maker and the holder of the copyright in the sense of the Dutch copyright act. The Contractor warrants that the result of the Order at the time of completion thereof, to the best of his knowledge, does not infringe upon any third party intellectual property rights.*
- 11.2 *When the Client uses the result of the Order, the Client safeguards the Contractor or third parties hired by the Contractor, for any third party claims stemming from the use of the result of the Order.*

Article 12 Force Majeure

- 12.1 *The Contractor may suspend his obligations in the event of a force majeure, or in the event of a permanent impossibility to execute the order, cease the activities altogether. The Contractor cannot be held liable for any damages caused by the force majeure.*
- 12.2 *Force majeure includes, but is not limited to any situation understood by law to be a force majeure, including external threats, foreseen or unforeseen, not falling under the influence of the Contractor, but which hampers the execution of the Order. A labour strike, illness and or inability to work are also deemed to be a force majeure.*
- 12.3 *The Contractor also has the right to claim force majeure, when the situation of force majeure first reveals itself after the Contractor should have fulfilled its obligations.*
- 12.4 *When the Contractor has partly fulfilled or can partly fulfil his obligations at the moment of force majeure, he may charge the Client for the fulfilled part. The Client will pay the part as if it were a separate Order.*

Article 13 Confidentiality

- 13.1 *Both parties have the obligation to keep any and all confidential information which they received for the execution of the Order secret. Information will be deemed confidential when the other party has described it as such, or when it is evident from the nature of the information.*

Article 14 Prohibition of recruitment

- 14.1 *The Client is prohibited from recruiting any employees of the Contractor with the aim of working for the Client.*
- 14.2 *In the event that the Client hires an ex-employee of the Contractor, without the Contractor's prior consent, the Contractor will forfeit an immediately payable fine of € 5.000,- per case.*

Article 15 Applicable Law and language

- 15.1 *The legal relationship of the parties is governed by Dutch Law.*
- 15.2 *The court in the city of Rotterdam is competent to hear any and all disputes arising from the relationship of the parties, even when an Order is completely or partly executed abroad, or the Client lives or is based abroad.*
- 15.3 *In the event of a uncertainty regarding the Dutch and English version of these terms and conditions, the Dutch version always takes precedent.*