

TERMS AND CONDITIONS OF EVERY "INCH AGENCY B.V.

These are the terms and conditions of EVERY "INCH Agency B.V. (hereinafter: "**Every "Inch"**"), with its statutory seat in Amsterdam, the Netherlands and its office address in (1015 AC) Amsterdam, the Netherlands, in Singel 72B (info@everyinchagency.com, +31 6 29 101 709).

Every "Inch is registered in the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under file number 81996160 VAT number 862298143B01

Article 1 Applicability

1. **1.1** These terms and conditions apply to all offers of Every "Inch Agency and all agreements and other legal relationships between Every "Inch Agency and the its clients as well as its contractors. These terms and conditions also apply to subsequent and additional assignments or instructions and new agreements with the clients and contractors.
2. **1.2** These terms and conditions are easily accessible on the website of Every "Inch Agency (Everyinchagency.com) and will be sent at the request of the customer without delay and at no cost.
3. **1.3** Terms and conditions used by the customer are explicitly rejected by Every "Inch and do not apply to the agreement, except if Every "Inch explicitly accepts these in writing.
4. **1.4** Every "Inch has the right to change the contents of these terms and conditions. Changed terms and conditions also apply to existing agreements. Every "Inch will publish changed terms and conditions on its website.

Article 2 Formation of the agreement

1. **2.1** Offers by Every "Inch that are addressed to clients or contractors 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 Every "Inch.
2. **2.2** Offers by Every "Inch that are not addressed to specific clients or contractors 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 Every "Inch.
3. **2.3** Options given by Every "Inch are without obligation. Every "Inch at all times remains at liberty to provide options to third parties and enter into agreements with third parties.

Article 2A Booking contractors

1. **2.4** A booking agreement is an agreement between Every "Inch and the contractor. The contractor undertakes to provide a number of services on a certain date (booking date) and to give Every "Inch publication rights for a fixed period.

Every "Inch undertakes to pay contractor for services provided by the contractor. The booking agreement is concluded when Every "Inch, possibly through an agency connects with the contractor (books) to purchase these services and publishing rights for a certain amount (invoice amount).

2.5 The invoice amount is the sum of the fee consisting of the standard rates, royalties, standard, special allowances, travel time, and the agency fee of 20% that is calculated on the fee of the contractor.

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

1. **3.1** The client 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 Every "Inch determines the date and time of start of work. Preparation work by Every "Inch of over 2 hours will be paid by the customer, in spite of timely cancellation.
2. **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 Every "Inch determines the date and time of start of work.

Article 4 Rates and costs

1. **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.
2. **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.
3. **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. **4.4** 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.
5. **4.5** Travel costs outside of Amsterdam is charged on the basis of 19 euro cent per kilometer for editorials and 28 euro cent per kilometer 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 client within reasonable limits, as are costs for stay in other countries and costs for eating and drinking in that event.
6. **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, Every "Inch will notify the client thereof in due time. The amount of the cost overrun will be charged to the client, unless it replies to Every "Inch immediately that it does not agree to the cost overrun. In that case Every "Inch may suspend the performance of the agreement or have it suspended until the parties have come to an agreement on the matter.
7. **4.7** In case external costs increase during the performance or duration of the agreement as a result of circumstances beyond the control of Every "Inch, 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.

8. **4.8** Every "Inch 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

1. **5.1** Invoices will be paid ultimately within 30 days after the invoice date on the bank account written on the invoice. The client will send details on the person making payment and any PO-number or other reference that is used to process payment to Every "Inch at the latest when the agreement is formed.
2. **5.2** Claims of Every "Inch 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 client is not a requirement for claims to become due and payable. In case the client wishes a reference on an invoice to be changed in order to process payment, it shall inform Every "Inch thereof and send the requested reference in writing within 5 days after the invoice date.
3. **5.3** Every "Inch 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 Every "Inch cannot be reclaimed in case the assignment or instruction at any time is cancelled or discontinued.
4. **5.4** In case payment terms are exceeded, the client is considered to be in default *de jure* without any notice of default being required. Every "Inch 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 Every "Inch pertaining to the collection of invoices, with a minimum of 15% of the outstanding amount including interest.
5. **5.5** The client does not have the right to suspend payment obligations. The client does not have the right to set off any payment obligation to Every "Inch against any claim it has on Every "Inch, of whichever nature these are.
6. **5.6** Every "Inch may suspend performance of its obligations, including with regard to the provision of services, in case the client fails to meet its (payment) obligations, of whichever nature these are. Every "Inch may also suspend performance of its obligations in case the client fails to send the information referred to in article 5.1 to Every "Inch". Every "Inch is not liable for any damages that arise out of or in connection with the suspension of the performance of obligations.
7. **5.7** In the event Every "Inch is not paid out by its client or is paid too late by its client, Every "Inch cannot be held to payment obligations by its contractors.

Article 6 Performance of the agreement

1. **6.1** In the performance of the agreement Ever "Inch shall exercise the care of a good contractor. The obligations of Every "Inch are best effort obligations. The client has the right to give directions in the performance of the agreement. Every "Inch 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 Every "Inch or the persons it involves and the client consist of a relationship of authority.

2. **6.2** Every "Inch and the persons it involves shall exercise good care in using objects that are made available to them by or on behalf of the client for the purpose of the performance of the agreement. The risk of damage, loss or theft remains with the client. The client shall keep sufficient insurance. The client guarantees that such objects, and text and images made available to Every "Inch and the persons it involves by or on behalf of the customer, do not breach any third party rights and client shall indemnify Every "Inch against any third party claims in that regard.
3. **6.3** Every "Inch 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.
4. **6.4** In case the customer wishes a specific person or third party to be involved in the performance of the agreement, Every "Inch will make a reasonable effort to involve this person or third party. If this is not possible, for whichever reason, Every "Inch will recommend an alternative person or third party with similar expertise and skills. Except where the client has notified Every "Inch 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 client the right to dissolve or terminate the agreement.
5. **6.5** The client is obliged to inform Every "Inch in advance of the names of the persons it will hire to work with Every "Inch and/ or the third parties involved by Every "Inch. In case the client uses unannounced persons, or replaces persons who were announced, third parties involved by Every "Inch may no longer want to work on the assignment or instruction, considering the artistic freedom they require. In that case Every "Inch has the right to dissolve the agreement without any liability.
6. **6.6** Every "Inch 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.
7. **6.7** The client and any person it involves shall conform to Every "Inch'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 Every "Inch. It is also prohibited to share photographs or film on social media or otherwise, without the prior written permission of Every "Inch.

Article 7 Intellectual property rights

1. **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 Every "Inch and its licensors.
2. **7.2** Unless otherwise agreed in writing beforehand, the client is granted a licence on what is delivered by Every "Inch in relation to the agreement. The intellectual property rights will not be transferred and remain vested in Every "Inch and its licensors. The licence provides the client 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.
3. **7.3** It is prohibited for the client to grant sublicences to third parties without prior written permission by Every "Inch. Permission can be subject to conditions. The licence of the client is granted under the condition precedent of complete performance of the (payment)

obligations of the client to Every "Inch, of whichever nature. In case of payment in instalments, the use by the client before the last instalment is paid is at the client's own risk.

4. **7.4** It is the clients'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 Every "Inch, unless the portrayed persons and third party right holders are directly involved by Every "Inch or it is agreed otherwise in writing. The client indemnifies Every "Inch and the persons involved by Every "Inch against any third-party claims by these portrayed persons and third-party right holders.
5. **7.5** It is the clients's sole responsibility to comply with applicable law and regulations in using the work delivered by Every "Inch, among which on the subject of advertising law. The client indemnifies Every "Inch against any third party claims in that regard.
6. **7.6** The client will publish the name of Every "Inch and the persons it involves with every publication of the work delivered. The client will follow the directions by Every "Inch in that respect. It is prohibited to modify the work without prior written permission by Every "Inch. 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 Every "Inch agrees to an unlimited license with the customer or transfers intellectual property rights.
7. **7.7** The client 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 Every "Inch to claim the surrender of profits and full damages. Every "Inch has the right to terminate the client's license in case it acts in violation of this article on intellectual property rights. Every "Inch is not liable for damages of the customer or of third parties that are connected to this termination. The customer indemnifies Every "Inch against any third party claims in this regard.
8. **7.8** Every "Inch has the right, at its own costs, to have the books and records of the client that relate to the use of the work delivered by Every "Inch audited by a chartered accountant appointed by Every "Inch at the customer's offices.

Article 8 Confidentiality and privacy

1. **8.1** Every "Inch and its client and/or contractor 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' organization, except in the performance of the agreement as far is strictly required, or if forced by a legal requirement or court order. The client and/or contractor will impose this obligation on the persons it involves in the performance of the agreement.
2. **8.2** Every "Inch 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 Every "Inch if it results from circumstances for which it cannot be blamed, such as war, danger of war, mobilization, riots, strikes or exclusions, fire, floods, pandemics, illness and/ or accidents of the persons involved by Every "Inch, 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 Every "Inch, such as delays and failures in the delivery of goods and provision of services by persons involved by Every "Inch.

9.2 In such an event the obligations of Every "Inch 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 Every "Inch, irrespective of any advantage as a result thereof for Every "Inch.

Article 10 Liability

1. **10.1** Every "Inch is not liable for consequential damages of the client or contractor, including, without limitation, loss of profit, damage to it's image and claims by third parties. Every "Inch is not liable for damage, loss or theft of objects that are made available by or on behalf of the client or contractor to Every "Inch and the people Every "Inch 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 client or persons working for the client or with the client.
2. **10.2** The liability of Every "Inch 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 Every "Inch for payment of damages is due only after Every "Inch has received payment of the insurance company in the relevant matter.
3. **10.3** In the event that for whatever reason no payment by the insurance company will be made, the liability of Every "Inch is limited to an amount of € 1000,00-. Any damage claim on Every "Inch is barred by lapse of 24 months from the moment on which the claim comes into existence.
4. **10.4** The above mentioned exclusions and limitations of liability do not apply in case of willful misconduct or gross negligence by Every "Inch.

Article 11 Dissolution of the agreement

1. **11.1** Every "Inch may dissolve an agreement with its clients or contractors 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 (*WSNP*) or the client in other ways loses the power to dispose of it's capital.
2. **11.2** In the event of dissolution, all claims of Every "Inch on the customer are due with immediate effect.

Article 12 Applicable law and competent court

1. **12.1** The legal relationship between Every "Inch and the client or contractor is exclusively governed by and construed in accordance with the laws of The Netherlands. The Vienna Sales Convention does not apply.
2. **12.2** All disputes arising in connection with legal relationship between Every "Inch and the client or contractor shall in first instance exclusively be referred to the Court of Amsterdam, The Netherlands, notwithstanding the right of Every "Inch to refer disputes to the court of the domicile of the customer.

Article 13 Additional provisions

1. **13.1** For the construction of these terms and conditions, an electronic notice is considered to be a written notice.
2. **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.
3. **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.
4. **13.4** These terms and conditions also apply in favour of legal entities and persons who are involved by Every "Inch in the performance of the agreement.
5. **13.5** Rights of the customer arising out of the agreement with Every "Inch cannot be transferred without prior written permission by Every "Inch. This provision has effect under property law as referred to in article 3:83 paragraph 2 of the Dutch Civil Code (*BW*).