

Creators Dock B.V.

General Terms and Conditions

Juli 2018



1. General

1.1 In these General Terms and Conditions the following definitions apply:

General Terms and Conditions: these general terms and conditions.

Creators Dock: Creators Dock BV.

Engagement letter: a Creators Dock written confirmation which declares the General Terms and Conditions to apply and which describes the work.

Client: the party awarding CREATORS DOCK an engagement.

Engagement team: the natural persons within CREATORS DOCK who are involved in performing the Work and also third parties (being natural persons from outside CREATORS DOCK) who have been called in by CREATORS DOCK for the purpose of performing the Work.

Agreement: the General Terms and Conditions and the Engagement letter together with any other documents and conditions which are applicable to the Work in relationship between CREATORS DOCK and the Client and to which the Engagement Letter expressly refers.

Work: the work performed by CREATORS DOCK for a Client pursuant to the Engagement Letter.

2. Applicability of the General Terms and Conditions

2.1 These General Terms and Conditions apply to the Work to be performed by Creators Dock for a Client.

2.2 The applicability of any of the Client's purchasing conditions or other conditions is expressly excluded.

3. Formation and Duration of the Agreement

3.1 The Agreement will come into being at the moment when the Client confirms the Engagement Letter (orally or in writing or electronically or tacitly) or at the moment when the Work is commenced.

3.2 The Agreement is concluded for a fixed term, unless it follows from the content, nature or tenor of the engagement given by the Client that it has been concluded for an indefinite period.

4. Content of the Agreement / priority in case of conflict

4.1 The Agreement constitutes the basis for all arrangements between Creators Dock and the Client with respect to the Work.

4.2 Any amendments or changes to the Agreement must be recorded in writing and must be signed by an authorised representative of Creators Dock and an authorised representative of the Client.

4.3 In the event of a conflict between the Engagement Letter and other elements of the Agreement, the Engagement Letter will prevail. In the event of conflict between the General Terms and Conditions and any additional conditions, the additional conditions will prevail.

5 The work and its performance

5.1 The Engagement Letter contains a description of the Work to be performed by Creators Dock.

5.2 Creators Dock will exert itself to the best of its abilities to perform the Work in accordance with the arrangements and procedures agreed in writing with the Client.

5.3 Creators Dock will determine how and by which person or persons the Work will be performed.

5.4 Time-limits within the Work must be completed are to be considered as deadlines. Under no circumstances may Client dissolve the Agreement on account of a failure to meet a time-limit and Creators Dock will never be liable for compensation on account of any failure to meet a time-limit.

5.5 If, at the request of with prior consent of the Client, Creators Dock carries out work or performs outside the content or scope of the Work, the Client will pay Creators Dock for such work or performance on the basis of Creators Dock's customary rates.

5.6 the Client agrees that work or performance as referred to in Article 5.4 may affect the agreed or anticipated time of completion of the Work and the mutual responsibilities on the Client and Creators Dock.

5.7 Upon completion of the Work, Creators Dock provides a final overview of the Work.

5.8 Creators Dock is not bound to update overviews or results of the Work in response to events occurring after the final version of the Work is issued.

6 Obligations of the client

6.1 Both of its own accord and the request of Creators Dock, the client will give its full cooperation and will in good time and in the desired form and manner make available all relevant documents which Creators Dock may reasonably deem necessary to receive from the Client for the proper performance of the Work. If Creators Dock works at the client's premises or makes use of the Client's computer system and

telephone networks, the Client will (at its own expense) provide the necessary access, security procedures, virus controls, facilities, licenses and permissions.

- 6.2 The Client will ensure that Creators Dock is informed without delay of facts and circumstances which may be relevant in connection with the proper performance of the Work.
- 6.3 The Client warrants the accuracy, completeness of the documents made available to Creators Dock, including those originating from third parties, except where the nature of the Work dictates otherwise.
- 6.4 The Client will bear the extra cost and additional fees arising from any delay in the performance on the Work caused by the fact that the required date, documents mentioned in Article 6.1 were not made available or were not made available properly or in good time, or by the failure to cooperate, to cooperate in good time or to cooperate properly, including failure to make available employees.

7 The client's responsibilities

Without prejudice to the obligation and responsibilities of Creators Dock in performing the Work, the Client will remain responsible and liable inter alia for the following:

- the management and day-to-day conduct of its business, the performance of its business activities and dealing with its own business matters;
- decisions taken by the Client about the extent to which it wishes to rely on the advice, recommendations or other results of the Work, and about using and implementing them;
- decisions taken by the Client which affect the Work and its results.

8 Confidentiality

- 8.1 Creators Dock will keep secret any confidential information furnished by or behalf of the Client concerning the Client's business or business matters.
- 8.2 The obligation of paragraph 1 of this Article does not apply if the information referred to in that paragraph becomes publicly known.
- 8.3 Creators Dock is not authorized to use the information which the Client has placed at its disposal for another purpose than that for which it was obtained, unless Creators Dock acts for itself, or persons employed by or for or attached to Creators Dock act for themselves, in disciplinary, criminal or civil proceedings in which this information may be relevant.
- 8.4 Unless the Client has obtained prior written permission from Creators Dock, the Client will not disclose the content of the Engagement letter, reports, advice or other statements made by Creators Dock, whether or not in writing, which were not prepared or made for the purpose of providing the information contained therein to third parties. The Client will, moreover, ensure that third parties cannot take note of the content referred to in the preceding sentence.
- 8.5 Creators Dock and the Client will impose their obligations pursuant to Article 8 on third parties engaged by them.
- 8.6 Creators Dock reserves the right to use the Client's name and to mention the kind of work it performed for the Client for publicity and reference purposes.

9 Intellectual property

- 9.1 Except with prior written confirmation from Creators Dock or when the Work involves a Third Parties' registered and licensed property, Creators Dock reserves all rights in respect of products of the mind that Creators Dock uses or has used, or develops or has developed, in performing the Work.
- 9.2 The Client is expressly prohibited from reproducing, disclosing or exploiting the products referred to in Article 9.1
- 9.3 Unless agreed otherwise, the Work does not include researching the registration and availability for use of rights meaning copyrights, patents, trademarks, portrait rights and all other rights in relation Third Parties Intellectual Property and the Work.

10 Knowledge and conflicts

- 10.1 Creators Dock will be free at any time to render services to another party with an interest that competes or conflicts with the interest of the Client (hereinafter: a 'Conflicting Party'), unless the interest of the Conflicting Party compete or conflict specifically and directly with the Client's interest in relation to the underlying interest. In the event that the interests of the Conflicting Party compete or conflict specifically and directly with the Client's interests in relation to the underlying interest, the Engagement Team will not perform work for the Conflicting Party. Persons within Creators Dock other than those

forming part of the Engagement Team may only render services to a Conflicting Party under the condition that appropriate security measures have been put in place.

- 10.2 If the Client is or has become aware of the fact and/or the circumstance that Creators Dock is advising or intends to advise a Conflicting Party in respect of an interest which competes or conflicts specifically and directly with the Client's interests, the Client will inform Creators Dock of the matter without delay.

11 Fee/payment

- 11.1 Creators Dock will invoice the Work on the basis of its fee, costs (including costs of third parties that have been engaged) and any taxes owing with respect to them. These items will be charged to the Client on a monthly, quarterly or annual basis, or upon completion of the Work, unless Creators Dock and the Client agreed otherwise.
- 11.2 Creators Dock's fee does not depend on the result of the Work; Creators Dock's fee is based on the degree of responsibility of the persons in the Engagement Team, on their seniority, on their expert knowledge, on the time they spent on the Work and on the nature and complexity of the Work.
- 11.3 Invoices will be paid by the Client, without any deduction, discount or setoff, within 15 days of the invoice date. If the Client fails to pay an invoice within this payment period, Creators Dock will be entitled, without further notice of default and without prejudice to the other rights of Creators Dock, to charge the Client legal commercial interest (referred to the section 6:119a of the Dutch Civil Code) from the due date until the date of payment in full.
- 11.4 All judicial and extrajudicial collection and other costs reasonably incurred by Creators Dock as a result of the Client's failure to discharge its payment obligations will be borne by the Client.
- 11.5 If, in the opinion of Creators Dock, the Client's financial position or payment record gives reason to do so, Creators Dock may require the Client to make a full or partial advance payment and/or to provide (additional) security in a form to be determined by Creators Dock. If the Client fails to provide the required security, Creators Dock may, without prejudice to its other rights, immediately suspend the further performance of the Agreement and any amounts owing by the Client to Creators Dock on any account whatsoever will be immediately due and payable.
- 11.6 If several Clients have jointly awarded an engagement, the Clients will be jointly and severally liable for payment of the invoice amount to the extent that Work was performed for the Clients Jointly.

12 Complaints

- 12.1 Complaints about the Work performed and/or the invoice amount must be made known to Creators Dock in writing within sixty (60) days of the date of dispatch of the documents or information about which the Client has a complaint, or within sixty (60) days of the discovery of the defect if the Client proves that it could not reasonably have discovered the defect at an earlier date.
- 12.2 Complaints referred to Article 12.1 will not suspend the Client's obligation to pay.
- 12.3 In the event of a well-founded complaint Creators Dock will have the choice between adjusting the fee charged, correcting the rejected Work or doing it again, or not or no longer performing the engagement or part of the engagement while repaying a proportionate amount of the fee already paid by the Client.

13 Early termination of the engagement

- 13.1 Both Creators Dock and the Client may terminate the Agreement by thirty (30) days' written notice of termination. In the event of the Client terminating the Agreement as referred to in the preceding sentence, the Client is obliged to reimburse all the losses and costs suffered and incurred by Creators Dock. These losses and costs at least, but not exclusively, include all the cost incurred and investments made and capacity lost by Creators Dock, in respect of the Agreement and (future) Work.
- 13.2 Creators Dock may furthermore terminate the Agreement by written notice with immediate effect in the event of unforeseen circumstances (within the meaning of section 6:258 of the Dutch Civil Code).
- 13.3 Both Creators Dock and the Client may only dissolve the Agreement if the other party fails imputably to perform an essential obligation under the Agreement and if the other party is in default in the matter (within the meaning of section 6:81 of the Dutch Civil Code).
- 13.4 Upon termination pursuant to paragraph 1,2 or 3 of Article 13, Creators Dock will continue to be entitled to payment of invoices for Work already performed or any Work still to be performed by mutual agreement. The Client's obligation to pay invoices for Work already performed will become immediately due and payable as soon as the Agreement is terminated.

14 Liability

- 14.1 Creators Dock will perform the Work (and any additional work) to the best of its abilities and, in doing so, will exercise the required due care. Creators Dock will only be liable if the Client can demonstrate that it has suffered loss as a result of a material error on the part of Creators Dock.
- 14.2 Creators Dock's liability will be limited to an amount equal to one (1) time the fee payable to Creators Dock pursuant to the provisions of the Engagement Letter, except in the case of intent or wilful recklessness on the part of Creators Dock's executive staff. This limitation of liability will apply in full in the event of liability to a number of Clients; in that case the amount paid by Creators Dock to all Clients jointly will not exceed one (1) time fee payable to Creators Dock pursuant to the provisions of the Engagement Letter.
- 14.3 Creators Dock will not be liable in any way whatsoever for consequential loss (including but not limited to lost profit, lost savings, loss due to business interruption), except in the case of intent or wilful recklessness on the part of Creators Dock's executive staff.
- 14.4 Except for the cases mentioned in Articles 14.1 to 14.3, Creators Dock will not be liable for damages on any account whatsoever.
- 14.5 Creators Dock will exercise due care when engaging third parties. Creators Dock will not be liable for any errors and/or failures of such third parties. This does not apply to third parties which act as subcontractors and which act under the responsibility of Creators Dock.
- 14.6 The limitations on liability laid down in Article 14 operate both on behalf of Creators Dock (itself) and of the persons, individually as well as jointly, within the Engagement Team.

15 Indemnity

- 15.1 The Client will indemnify Creators Dock against any and all claims of third parties arising from or connected to the Work performed or to be performed for the Client, unless such claims result from intent or wilful recklessness on the part of Creators Dock's executive staff. The indemnity will include all loss suffered and legal and other costs incurred by Creators Dock in connection with claims.
- 15.2 The indemnity under paragraph 1 of this Article is also stipulated on behalf of the persons, both individually and jointly, forming the Engagement Team, and on behalf of the other Creators Dock Member Firms engaged by Creators Dock for the performance of the work.

16 Email and use of the internet

The Client and Creators Dock may communicate with each other by means of electronic mail (email). The use of email and the internet entails risks, however, for example (but not limited to), distortion, delay, interception, manipulation and viruses. Creators Dock will not be liable for any loss arising from the use of email and/or the internet. In case of doubt about the content or transmission of the email the extracts from Creators Dock's computer systems will be decisive.

17 Confidentiality, safekeeping and ownership of the file

Creators Dock will keep a file on the Client's engagement. Creators Dock will take appropriate measures to safeguard the confidentiality and safekeeping of the file and to retain the files for a period which is acceptable by the professional practice standards and which is in accordance with the statutory regulations and professional rules on retention periods. The files are the property of Creators Dock.

18 Expiration

Unless otherwise provided in the General Terms and Conditions, any right of action and other powers of the Client vis-à-vis Creators Dock on any account whatsoever will end upon the lapse of three (3) months after the moment when the Client became aware or could reasonably be aware of the existence of the right or powers in question.

19 Non-solicitation

During the performance of the Work and for one (1) year after termination of the Agreement the parties will not employ any of the other party's persons involved with the Work or otherwise have them perform work or negotiate in that context with these persons, except with the other party's express prior written consent, which consent will not be withheld on unreasonable grounds.

20 Continued effect

All rights and obligations arising from the Agreement that by their purport are intended to continue in force after termination of the Agreement will remain in full force between Creators Dock and the Client after the Agreement has ended.

21 Transfer

Neither of the parties to the Agreement may transfer the rights and obligations arising from or related to the Agreement to a third party without the other party's express written permission.

22 Applicable law and choice of forum

The agreement is governed by Dutch law. All disputes arising from or connected to the Agreement will fall under the exclusive jurisdiction of the competent court in the district in which Creators Dock has its seat.

Amsterdam, Juli 2018