

The conditions stated here apply to all our quotations, activities, work and deliveries,

## General Terms and Conditions

GENERAL TERMS AND CONDITIONS OF AA MEDIA GROUP B.V.  
Acting under the trade names MOVINGMEDIA – MOVINGMEDIA SOLUTIONS

**Established and with its registered office at:**

Bovenkerkerweg 37  
1185 XA Amstelveen  
Dutch Chamber of Commerce no.: 28115771

### 1. Definitions

- 1.1. **Agreement:** An agreement for the provision of services whereby one party, the contractor, undertakes towards the other party, the client, to perform or have performed management and/or consultancy assignments, as well as support services, (live) broadcast services, development, and training.
- 1.2. **Management and/or Consultancy Assignment:** The agreement to temporarily fulfil managerial and/or advisory tasks, including all associated responsibilities and authorities.
- 1.3. **Support Services:** The agreement to provide temporary or periodic ICT support services, including ICT networks, media systems, and cloud facilities.
- 1.4. **(Live) Broadcast Services:** The arrangement and facilitation of (live) broadcasts.
- 1.5. **Development:** The optimization of existing workflows and the integration of data systems into structured applications.
- 1.6. **Training:** The provision of efficient software skills training.
- 1.7. **Client:** The (legal) person who has entered into an agreement with the contractor for the execution of management and/or consultancy assignments.
- 1.8. **Contractor:** The (legal) person who carries out or arranges for the execution of the agreement.

### 2. General Provisions

- 2.1. These terms and conditions apply to all offers, quotations, and agreements between the contractor and the client to which the contractor has declared these terms applicable, unless expressly and in writing agreed otherwise by the parties.
- 2.2. These terms and conditions also apply to all agreements with the contractor for the performance of which third parties need to be involved.
- 2.3. Deviations from these general terms and conditions shall only be valid if expressly agreed upon in writing.
- 2.4. The applicability of any purchasing or other terms and conditions of the client is explicitly rejected.
- 2.5. Should any provision of these general terms and conditions be null or void, the remaining provisions shall remain fully applicable. In such a case, the contractor and the client shall consult to agree on a new provision to replace the null or void one, taking into account the purpose and intent of the original provision as much as possible.

### 3. Offers and Quotations

- 3.1. All offers are non-binding, unless a term for acceptance is stated in the offer.
- 3.2. Quotations issued by the contractor are non-binding and valid for 30 days, unless otherwise stated. The contractor is only bound by the quotation if the client confirms acceptance in writing within 30 days, unless otherwise indicated.
- 3.3. Prices stated in offers and quotations are exclusive of VAT and other government levies, as well as any costs incurred in connection with the agreement, including shipping and administrative costs, unless stated otherwise.
- 3.4. If the client's acceptance deviates (on minor points) from the quotation, the contractor is not bound by it. In such a case, the agreement will not be concluded in accordance with the deviating acceptance, unless the contractor indicates otherwise.
- 3.5. A composite quotation does not oblige the contractor to perform part of the assignment for a corresponding portion of the quoted price.
- 3.6. Offers or quotations do not automatically apply to future assignments.

#### 4. Performance of the Agreement

- 4.1. The contractor shall perform the agreement to the best of its knowledge and ability, and in accordance with the requirements of good workmanship, based on the state of knowledge available at that time.
- 4.2. If and to the extent that proper execution of the agreement so requires, the contractor shall be entitled to have certain work carried out by third parties.
- 4.3. The client shall ensure that all information that the contractor indicates as necessary or that the client should reasonably understand is necessary for the execution of the agreement, is provided to the contractor in a timely manner. If such information is not provided in time, the contractor is entitled to suspend the execution and/or charge any resulting extra costs at the standard rates.
- 4.4. The contractor is not liable for any damage resulting from the use of incorrect or incomplete information provided by the client, unless the contractor should have known of such incorrectness or incompleteness.
- 4.5. If the parties have agreed that the agreement will be executed in phases, the contractor may suspend execution of the parts belonging to a subsequent phase until the client has approved the results of the preceding phase in writing.
- 4.6. If work is performed by the contractor or third parties engaged by the contractor at the client's location or a location designated by the client, the client shall provide the necessary facilities for those personnel at no cost.
- 4.7. The client shall indemnify the contractor against any claims by third parties who suffer damage in connection with the execution of the agreement which is attributable to the client.

#### 5. Modification of the Agreement

- 5.1. If during execution it becomes apparent that proper performance requires changes or additions to the work, the parties shall adjust the agreement accordingly in mutual consultation and in a timely manner.
- 5.2. If the agreement is amended or supplemented, the time of completion may be affected. The contractor shall inform the client of this as soon as possible.
- 5.3. If the amendment or supplement has financial and/or qualitative consequences, the contractor shall inform the client in advance.
- 5.4. If a fixed fee has been agreed, the contractor shall indicate to what extent the amendment or supplement will result in an overrun of this fee.
- 5.5. In deviation from clause 5.3, no additional costs shall be charged if the change or addition is due to circumstances attributable to the contractor.

#### 6. Duration of the Agreement; Execution Term

- 6.1. The agreement between the contractor and the client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties expressly and in writing agree otherwise.
- 6.2. If a term has been agreed upon for the completion of certain activities within the duration of the agreement, this term shall never be considered a strict deadline. In the event of a delay, the client must notify the contractor of default in writing.

#### 7. Fees

- 7.1. For proposals and agreements in which a fixed fee is offered or agreed upon, paragraphs 2, 5, 6, 7, and 8 of this article shall apply. If no fixed fee has been agreed, paragraphs 3 through 8 shall apply.
- 7.2. The parties may agree on a fixed fee when the agreement is concluded.
- 7.3. If no fixed fee has been agreed upon, the fee shall be determined based on actual hours worked and materials, equipment, and software used. The fee will be calculated in accordance with the contractor's usual hourly rates applicable during the period in which the work is performed, unless a different hourly rate has been agreed.
- 7.4. The fee and any cost estimates are exclusive of VAT.
- 7.5. For assignments with a duration of more than three months, the amounts due shall be invoiced on a monthly basis.
- 7.6. If the contractor and the client agree upon a fixed fee or hourly rate, the contractor shall nonetheless be entitled to increase this fee or rate if, after the offer is made and before delivery, for example wage rates or other pricing factors have substantially changed. The contractor is then entitled to pass on these price increases.
- 7.7. The contractor may further increase the agreed fee if during the performance of the work it becomes apparent that the originally agreed or expected amount of work was significantly underestimated when

concluding the agreement, and such underestimation is not attributable to the contractor, making it unreasonable to expect the contractor to perform the agreed work at the originally agreed fee.

- 7.8. In situations other than those outlined in paragraph 7.6, the client has the right to terminate the agreement if the fee or rate is increased within three months after entering into the agreement. After this three-month period, the client may only terminate the agreement if the increase exceeds 10%. The client shall not be entitled to terminate the agreement if the increase arises from statutory authority.
- 7.9. The contractor will notify the client in writing of any intention to increase the fee or rate, specifying the extent and effective date of the increase.
- 7.10. If the client does not wish to accept the fee or rate increase communicated by the contractor, the client shall have the right to terminate the agreement in writing within seven working days from the date of notification or to cancel the assignment effective on the date stated in the contractor's notification.

## 8. Payment

- 8.1. Payment must be made within 14 days from the invoice date, in the currency invoiced and via a method designated by the contractor, unless otherwise agreed in writing. Objections to the invoiced amounts do not suspend the client's payment obligation.
- 8.2. If the client fails to pay within the term specified in 8.1, the client shall be in default by operation of law. The client shall then owe interest at a rate of 1% per month unless the statutory interest is higher, in which case the statutory rate applies. Interest on the outstanding amount will be calculated from the moment the client is in default until the full payment is made.
- 8.3. In the event of liquidation, bankruptcy, attachment, or suspension of payment on the part of the client, all claims of the contractor against the client shall become immediately due and payable.
- 8.4. The contractor has the right to apply payments made by the client first to cover costs, then to interest due, and finally to the principal amount and any accrued interest. The contractor may refuse a payment allocation proposed by the client without being in default and may also refuse full settlement of the principal amount if the interest and costs are not paid simultaneously.

## 9. Retention of Title

- 9.1. All goods delivered by the contractor—including but not limited to designs, reports, drawings, films, software, and (electronic) files—remain the property of the contractor until the client has fulfilled all obligations arising from all agreements concluded with the contractor.
- 9.2. The client is not entitled to pledge or otherwise encumber the items subject to retention of title.
- 9.3. If third parties seize goods delivered under retention of title or intend to establish or assert rights thereon, the client shall inform the contractor thereof without delay.
- 9.4. The client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion, water damage, and theft, and to make the insurance policy available for inspection at the contractor's first request.
- 9.5. Goods delivered by the contractor, which are subject to the retention of title under paragraph 9.1, may only be resold in the ordinary course of business and may never be used as a means of payment.
- 9.6. In the event that the contractor wishes to exercise its ownership rights as stipulated in this article, the client hereby grants the contractor or third parties designated by the contractor unconditional and irrevocable permission to access all sites where the contractor's property is located and to repossess such goods.

## 10. Collection Costs

- 10.1. If the client fails to meet their obligations (in a timely manner), all reasonable extrajudicial costs incurred in obtaining payment shall be borne by the client. In the case of a monetary claim, the client shall in any event owe collection costs. These costs are calculated in accordance with the collection fee recommended by the Dutch Bar Association in collection matters.
- 10.2. If the contractor has incurred higher costs that were reasonably necessary, these shall also be eligible for reimbursement.
- 10.3. Any reasonable legal and enforcement costs incurred shall also be borne by the client.

## 11. Inspection and Complaints

- 11.1. Complaints about the work performed must be reported in writing to the contractor by the client within 8 days after discovery, but no later than 14 days after completion of the relevant work. The notice of default

must contain as detailed a description as possible of the shortcoming to enable the contractor to respond adequately.

- 11.2. If a complaint is justified, the contractor will still perform the work as agreed, unless it is demonstrably pointless for the client. The latter must be communicated in writing by the client.
- 11.3. If the agreed work can no longer be performed or is no longer meaningful, the contractor shall only be liable within the limits set out in Article 15.

#### 12. Warranty on Equipment

- 12.1. As a rule, the warranty terms of the supplier or manufacturer shall prevail, unless otherwise agreed in writing by the parties.
- 12.2. The contractor shall make every reasonable effort to repair damage to the equipment or parts delivered by the contractor that occurs within the warranty period specified by the supplier, unless otherwise agreed in writing. The costs incurred by the contractor for this shall be borne by the client.
- 12.3. Unless otherwise agreed in writing, the above warranty does not apply to damage caused by improper, careless, or incompetent use by the client, or by modifications to the equipment or its components made by the client without the contractor's consent.
- 12.4. If agreed otherwise in writing and, in the contractor's reasonable judgment, repair or replacement is not possible, will take too long, or would incur unreasonably high costs, the contractor is entitled to replace the equipment with other, similar—but not necessarily identical—equipment.

#### 13. Warranty on Software

- 13.1. For standard software, the conditions of the supplier or manufacturer apply. The following provisions apply to software developed by the contractor.
- 13.2. The contractor shall make every reasonable effort to correct errors within a reasonable period if they occur within 3 months after delivery.
- 13.3. For errors occurring after the warranty period mentioned in 13.1, the terms agreed upon in the Service Level Agreement (SLA) concluded between the parties shall apply.
- 13.4. The warranty mentioned in 13.1 does not apply if the client makes or has made changes to the software without the contractor's consent.
- 13.5. The contractor does not guarantee that the software will operate uninterrupted or that all errors will be corrected or improved.

#### 14. Termination

- 14.1. Both parties may terminate the agreement at any time in writing.
- 14.2. If the agreement is terminated prematurely by the client, the contractor is entitled to compensation for demonstrable and reasonable loss of capacity, unless the termination is due to reasons attributable to the contractor. The client shall also pay for the work performed up to that point. Any preliminary results of the work carried out shall be made available to the client under reservation.
- 14.3. If the agreement is terminated prematurely by the contractor, the contractor will, in consultation with the client, ensure the transfer of remaining work to third parties, unless the termination is attributable to the client.
- 14.4. If the transfer of the work incurs additional costs for the contractor, these shall be charged to the client.

#### 15. Suspension and Dissolution

- 15.1. The contractor is entitled to suspend performance or dissolve the agreement if:
  - a. The client fails to fulfill obligations under the agreement;
  - b. After the agreement is concluded, circumstances come to the contractor's attention that give good reason to fear that the client will not fulfill its obligations. If there is good reason to believe the client will only partially or improperly fulfill its obligations, suspension is only permitted insofar as justified by the shortcoming;
  - c. The client was requested to provide security for the performance of its obligations at the time the agreement was concluded, and such security is not provided or is inadequate.
- 15.2. The contractor is also entitled to dissolve the agreement if circumstances arise of such a nature that performance becomes impossible or can no longer be reasonably required, or if other circumstances arise that make it unreasonable to expect the agreement to continue unmodified.

- 15.3. Upon dissolution, the contractor's claims against the client become immediately due and payable. If the contractor suspends the performance of obligations, it retains its statutory and contractual rights.
- 15.4. The contractor always reserves the right to claim damages.

#### 16. Return of Items Provided

- 16.1. If the contractor has provided items to the client for the performance of the agreement, the client is obligated to return the items within 14 days in their original condition, free of defects, and complete. All costs resulting from failure to comply with this obligation shall be borne by the client.
- 16.2. If the client, after being reminded, still fails to meet the obligation referred to under 16.1, the contractor has the right to recover the resulting damages and costs, including replacement costs, from the client.

#### 17. Liability

- 17.1. If the contractor is liable, such liability is limited as specified in this provision.
- 17.2. If the contractor is liable for direct damage, that liability shall be limited to the amount paid out under the contractor's insurance, or at most to the amount invoiced for the part of the assignment to which the liability relates.
- 17.3. Contrary to the provision in 17.2, for assignments with a duration longer than six months, the liability is further limited to the portion of the fee due over the last six months.
- 17.4. Direct damage exclusively includes:
  - a. Reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage as defined in these terms;
  - b. Reasonable costs incurred to have the contractor's defective performance conform to the agreement, unless the defect is not attributable to the contractor;
  - c. Reasonable costs incurred to prevent or limit damage, provided the client demonstrates that such costs limited direct damage as defined in these general terms and conditions.
- 17.5. The contractor is never liable for indirect damage, including consequential damage, loss of profit, missed savings, and business interruption.
- 17.6. The limitations of liability for direct damage set out in these terms do not apply in the event of intent or gross negligence by the contractor or its subordinates.

#### 18. Indemnifications

- 18.1. The client indemnifies the contractor against third-party claims relating to intellectual property rights concerning materials or data provided by the client and used in the execution of the agreement.
- 18.2. If the client provides the contractor with data carriers, electronic files, or software, etc., the client guarantees that such items are free of third-party intellectual property rights and that the files are free from viruses or defects.

#### 19. Transfer of Risk

- 19.1. The risk of loss or damage to items that are the subject of the agreement passes to the client at the moment these are legally and/or physically delivered to the client or to a third party designated by the client.

#### 20. Force Majeure

- 20.1. Neither party shall be obliged to fulfil any obligation if they are prevented from doing so due to a circumstance that is not attributable to fault and for which they are not accountable by law, legal act, or according to generally accepted standards.
- 20.2. For the purpose of these general terms and conditions, force majeure shall include, in addition to its definition under applicable law and case law, all external causes, whether foreseen or unforeseen, beyond the control of the contractor, which prevent the contractor from fulfilling its obligations. This includes strikes within the contractor's business.
- 20.3. The contractor shall also be entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the contractor should have fulfilled its obligations.
- 20.4. During the period of force majeure, the parties may suspend their obligations under the agreement. If this period lasts longer than two months, either party is entitled to terminate the agreement without any obligation to pay compensation to the other party.
- 20.5. If the contractor has already partially fulfilled its obligations or is able to partially fulfil them at the time the force majeure occurs, and the fulfilled or fulfillable part has independent value, the contractor shall be

entitled to invoice this part separately. The client shall be obliged to pay such invoice as if it concerned a separate agreement.

#### 21. Confidentiality

- 21.1. Both parties are obliged to maintain confidentiality with respect to all confidential information obtained from each other or from another source in the context of their agreement. Information is considered confidential if it has been designated as such by the other party or if its confidential nature arises from its content.
- 21.2. If, pursuant to a legal provision or a court ruling, the contractor is required to disclose confidential information to third parties designated by law or the competent court, and the contractor cannot invoke a legal or court-recognised right of non-disclosure, the contractor shall not be liable for any damages or compensation, and the other party shall not be entitled to terminate the agreement on such grounds.

#### 22. Intellectual Property and Copyright

- 22.1. Without prejudice to other provisions of these general terms and conditions, the contractor retains the rights and powers granted to it under the Dutch Copyright Act.
- 22.2. All documents provided by the contractor, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are intended exclusively for use by the client and may not be reproduced, made public, or disclosed to third parties without prior written consent from the contractor, unless the nature of the documents indicates otherwise.
- 22.3. The contractor retains the right to use the knowledge gained from performing the work for other purposes, provided that no confidential information is disclosed to third parties.

#### 23. Non-Solicitation

- 23.1. The client shall not, during the term of the agreement and for a period of one year after its termination, directly or indirectly employ or otherwise engage any employees of the contractor or of third parties engaged by the contractor in the execution of this agreement, unless this is agreed upon after proper consultation with the contractor.

#### 24. Disputes

- 24.1. The court in the district where the contractor is established shall have exclusive jurisdiction to hear any disputes, unless a subdistrict court has jurisdiction. Nevertheless, the contractor has the right to submit the dispute to the competent court under the law.
- 24.2. The parties shall first attempt to resolve any dispute through mutual consultation before submitting the matter to the court.

#### 25. Applicable Law

- 25.1. All agreements between the contractor and the client shall be governed by Dutch law.

#### 26. Amendment and Location of Terms

- 26.1. These terms and conditions have been filed with the Dutch Chamber of Commerce in Amsterdam.
- 26.2. The version most recently filed or the version that applied at the time the agreement was concluded shall always apply.